

# GALAXY FOR THE PLANET PEACE OF MIND PROMOTION

## TERMS AND CONDITIONS

1. Instructions on how to claim and the discount form part of these terms and conditions ("**Terms and Conditions**"). Participation in this "Peace of Mind" ("**Promotion**") is deemed acceptance of these Terms and Conditions. This Promotion is not valid in conjunction with any other offer.
2. The promoter is Samsung Electronics Australia Pty Ltd ABN 63 002 915 648 of 3 Murray Rose Avenue, Sydney Olympic Park, NSW 2127.
3. The Promotion commences at 12:00pm (AEST) on Monday, 16 May 2022, and closes at 11:59pm (AEDT) on Thursday, 16 June 2022 ("**Promotional Period**"). Samsung Electronics Australia Pty Ltd cannot guarantee that the Participating Product will be available for purchase for the entirety of the Promotional Period.

### Definitions

4. for the purposes of these Terms and Conditions:
  - a. "Activation Period" means the period that commences on 12:00pm (AEST) on Monday 16 May 2022 and closes at 11:59pm (AEDT) on Thursday 16 June 2022 (or as otherwise notified by Samsung Electronics Australia Pty Ltd);
  - b. "Purchase Date" means the date on which the Eligible Claimant makes a Participating Purchase (as shown on the Eligible Claimant's proof of purchase);
  - c. "Discount" means one (1) 30% off discount on screen repair for customer induced damage to the LCD screen only. The repair of customer induced damage associated with any other element of the Participating Product including but not limited to back glass, bezel, USB Port or camera is not included and will incur additional charges;
  - d. "Redemption Period" means the period that commences on the Purchase Date and closes one (1) year later (and in no event will this period extend beyond 11:59pm (AEDT) on Friday, 16 June 2022);
  - e. "RRP" means recommended retail price;
  - f. "Samsung Account" means an individual's registered personal account with the Promoter accessible online and through various mobile applications owned or controlled by the Promoter;
  - g. "Samsung Online Store" means the Samsung online store, accessible via <http://www.samsung.com/au/shop/>

### Privacy

5. Samsung collects personal information in order to conduct the Promotion, and may, for these purposes, disclose such information to third parties, including, but

not limited to, agents, contractors, service providers, offer suppliers and, as required, to Australian regulatory authorities. Validity of an Eligible Claim is conditional on providing this information. Samsung may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning a claimant in connection with this Promotion. Claimants acknowledge that the information they provide will be collected by or on behalf of Samsung and may be disclosed to other group companies and to third parties that help Samsung deliver its products and services (including suppliers, contractors, dealers, agents and business partners) or as required by law. Some of these parties may be located outside of Australia, including in Singapore, Korea and the Philippines. Claimants acknowledge that by giving consent to the disclosure of his/her personal information to the overseas recipients, Samsung will not have an obligation to take reasonable steps to ensure that these overseas recipients do not breach Australian privacy law in relation to that information. In particular, claimants acknowledge that in providing their consent, Samsung will not be accountable under the Privacy Act 1988 (Cth) and the claimant will not be able to seek redress under the Privacy Act 1988 (Cth). However, where practicable in the circumstances, Samsung will take reasonable steps to ensure that overseas recipients use and disclose such information in a manner consistent with Samsung's privacy policy. Claimants should direct any request to access, update or correct information to the Samsung's Privacy Officer at the details provided below. These Terms and Conditions are deemed to incorporate Samsung's privacy policy and by entering the Promotion (whether or not as an Eligible Claimant), each claimant accepts the terms and conditions of Samsung's privacy policy. For further details see [www.samsung.com/au/info/privacy.html](http://www.samsung.com/au/info/privacy.html).

#### Eligibility and activation

6. To be eligible for the Discount, a claimant must:
  - a. be a natural person (and for clarity not be a company, business or organisation of any description); and
  - b. have participated in the 'Galaxy for the Planet Promotion' located at <https://images.samsung.com/is/content/samsung/assets/au/support/samsung-members-community/GalaxyforthePlanetTermsandConditions.pdf> and received verification from Samsung;
  - c. activate the Discount during the Activation Period by completing all of the following steps:
    - 1) select the Samsung Members App on the claimant's Participating Product's application menu screen and download the Samsung Members App on the Participating Product;
    - 2) use the Samsung Members App to create a Samsung Account, including by submitting all requested personal details, and login to that account (or if

- already registered for a Samsung Account, simply use the Samsung Members App to view the Promotion);
- 3) select “Peace of mind offer” within the Samsung Members App in the “Benefits” section of the application which is located in the main navigation bar;
  - 4) select “Register interest” on the Promotion page to generate a unique code (promotional code for Samsung reference only);
  - 5) select “Register Warranty Now”, and follow the directions to submit and activate your warranty, (each eligible claim, an **“Eligible Claim”** and each eligible claimant, an **“Eligible Claimant”**).

#### Redemption

7. Eligible Claimants will be informed by Samsung Electronics Australia Pty Ltd to their nominated email address whether or not they have successfully activated the Discount. The email will include further details on how to redeem the Discount in accordance with these Terms and Conditions (including the repair locations where the Eligible Claimant must redeem the Discount). The email may reasonably request details to confirm that the claimant is an Eligible Claimant including, but not limited to, personal information and information in respect of their Participating Product. Eligible Claimants who do not activate the Discount within the Activation Period in accordance with these Terms and Conditions will not be eligible to redeem the Discount.
8. Eligible Claimants (who have activated the Discount within the Activation Period) will only be eligible to redeem the Discount during the Redemption Period. Claimants who seek to redeem the Discount outside of the Redemption Period will not be accepted and will be charged for customer induced screen repair costs.
9. The Discount applies to repairing damage incurred by the Eligible Claimant to the LCD screen of the Participating Product. The repair of customer induced damage associated with any other element of the Participating Product including, but not limited to back glass, bezel, USB Port or camera is not included and will incur additional charges.
10. Samsung or its authorized repairer will, upon receiving the Participating Product from the Eligible Claimant, assess the Participating Product to confirm that the repair can be carried out in accordance with these Terms and Conditions. If it cannot be, Samsung or its authorized repairer will inform the Eligible Claimant, and the Eligible Claimant may elect to not proceed with the repair, or to proceed with the repair and incur extra costs for additional repair items as advised by Samsung.

#### General

11. The Promotion and/or any time period that claimants have to activate and/or redeem the Discount may be modified or extended by Samsung Electronics Australia Pty Ltd’s absolute discretion (including the Promotional Period, Activation Period

and/or Redemption Period), including in circumstances where the release of the Participating Product in Australia is delayed or otherwise modified.

12. Samsung Electronics Australia Pty Ltd reserves the right, at any time, to verify the validity of redemptions and claimants (including a claimant's identity, contact details, and Participating Product IMEI number) and to disqualify any claimant who submits a Participating Product for the Promotion otherwise than in accordance with these Terms and Conditions or who tampers with the redemption process. Samsung Electronics Australia Pty Ltd's decision is final and no correspondence will be entered into. Failure by Samsung Electronics Australia Pty Ltd to enforce any of its rights at any stage does not constitute a waiver of those rights.
13. Claimants are responsible for ensuring their correct contact details are provided during the Promotion (including registration for a Samsung Account using the Samsung Members App or otherwise). Samsung Electronics Australia Pty Ltd accepts no responsibility should an otherwise Eligible Claimant fail to make an Eligible Claim because of a failure to provide correct contact details, including email address.
14. A maximum of one (1) discount is permitted per Participating Product. An Eligible Claimant may redeem a maximum of one (1) discount in total.
15. If the Participating Product, having undergone the discount, is returned for a refund or exchange, Samsung Electronics Australia Pty Ltd may charge that Eligible Claimant the difference between the discount and full price for the repair. This clause 15 is subject to clause 21 and does not limit or affect the Eligible Claimant's rights with respect to warranties on the Participating Product either from the manufacturer or implied by legislation.
16. If the Offer is unavailable, Samsung Electronics Australia Pty Ltd, in its discretion, reserves the right to substitute the Promotion with a good or service of equal or greater value.
17. The Promotion is not transferable or exchangeable, are not redeemable for cash or otherwise, and may be claimed only by Eligible Claimants.
18. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of Samsung Electronics Australia Pty Ltd, Samsung Electronics Australia Pty Ltd reserves the right, in its sole discretion, to the fullest extent permitted by law, to: (a) disqualify any claimant; or (b) modify, suspend, terminate or cancel the Promotion, as appropriate.
19. Each Eligible Claimant is responsible for all ancillary costs in making a claim and using their Participating Product, including any internet service or data charges. Any cost associated with accessing the Samsung Members App for the purpose of registering a redemption is each claimant's responsibility and is dependent on the internet service provider used. The Promoter makes no guarantee of the availability of the Samsung Members App and will not be held responsible for interruption of service that may interfere with the ability to participate in the Promotion or to receive or use the discount.
20. Subject to clause 21, Samsung Electronics Australia Pty Ltd (including its officers, employees and agents) excludes all liability (including negligence) for any personal

injury, or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Samsung Electronics Australia Pty Ltd's control); (b) any theft, unauthorised access or third party interference; (c) any claim, original purchase documentation or discount that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of Samsung Electronics Australia Pty Ltd; (d) any variation in the discount value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) any use of the discount.

21. Nothing in these Terms and Conditions is intended to exclude, restrict or modify any consumer rights under the Competition and Consumer Act 2010 (Cth) ("CCA") or any other legislation which may not be excluded, restricted or modified by agreement. If the CCA or any other legislation implies a condition, warranty or term into these Terms and Conditions or provides statutory guarantees in connection with these Terms and Conditions, in respect of goods and services supplied (if any), Samsung Electronics Australia Pty Ltd's liability for breach of such a condition, warranty, other term or guarantee is limited (at Samsung Electronics Australia Pty Ltd's), to the extent it is able to do so: (a) in the case of supply of goods, Samsung Electronics Australia Pty Ltd doing any one or more of the following: (i) replacing the goods or supplying equivalent goods; (ii) repairing the goods; (iii) paying the cost of replacing the goods or of acquiring equivalent goods; and/or (iv) paying the cost of having the goods repaired; or (b) in the case of supply of services, Samsung Electronics Australia Pty Ltd doing either or both of the following: (i) supplying the services again; and/or (ii) paying the cost of having the services supplied again.
22. These Terms and Conditions are governed by the laws of New South Wales. Each claimant submits to the nonexclusive jurisdiction of the courts of New South Wales.

Consumer Promotion support is available at:

Phone: 1300 362 603

Web: <http://www.samsung.com/au/support>