GALAXY FOR THE PLANET PROMOTION

TERMS AND CONDITIONS

How to Redeem:

- 1. Click on the registration link provided through the SMS sent by Samsung;
- 2. Register your interest by:
 - a. filling out the registration form with your contact details; and
 - b. attach a photo of the Eligible Device
- 3. You will Receive an email with a unique discount code ("Discount Code"); and
- 4. During the Promotional Period, visit the Samsung Online Store <u>https://www.samsung.com/au/mobile</u> to purchase a Samsung Mobile Device ("Participating Product") and apply the Discount Code in cart during check-out to redeem your 15% discount off the purchase of your Participating Product.
- 5. Samsung will then dispatch a prepaid Australia Post satchel to your address provided during registration;
- 6. Use the prepaid Australia Post satchel provided by Samsung to return your Eligible Device to Samsung for recycling.
- 7. The first 500 Eligible Claimants will be entitled to receive up to 30% off peace of mind offer based on the full terms and conditions located at <u>https://images.samsung.com/is/content/samsung/assets/au/support/samsung-members-community/GalaxyforthePlanetPeaceofMindPromotion.pdf</u>.

Galaxy for the Planet Promotional Code terms and conditions:

- 1. Each eligible claim will be referred to as an "Eligible Claim" and each eligible claimant will be referred to as an "Eligible Claimant".
- 2. This Promotion is available to:
 - a. Australian residents aged 18 years over;
 - b. Who own an Eligible Device and
 - c. Who have a registered Samsung Account; ("Eligible Claimant")
- 8. The Promotion commences at 12:00pm (AEST) on Monday, 16th May 2022, and closes at 11:59pm (AEST) on Thursday, 16th June 2022 ("**Promotional Period**") unless withdrawn earlier.
- 9. An "Eligible Device" is any mobile phone capable of being recycled and is not limited to Samsung devices only.
- 10. The Discount Code is valid for Participating Products only.
- 11. Purchase must be made on the Samsung Online Store only (<u>https://shop.samsung.com/au/</u>) and excludes the Samsung Education Store, Samsung Business, Samsung Enhanced Partnership Portals and Samsung Government. Discount Code can only be used during the Promotional Period and must be applied to the cart during check out in order to redeem the offer.

- 12. Limit of One (1) Discount Code per Samsung Account. Discount Code is valid for a single transaction only. Individuals may only redeem this offer once on a single Participating Product.
- 13. Offer not available in conjunction with any other offer unless other advised, subject to stock availability at time of purchase.
- 14. Discounts are not transferable, exchangeable or redeemable for cash, and may not be resold, redistributed or remarketed.
- 15. Offers subject to Samsung Terms of Sale and Samsung Account Terms and Conditions.
- 16. Participation in this Promotion is deemed acceptance of these T&Cs
- 17. This Promotion is not open to companies, businesses, commercial ventures, organisations or anyone acting on their behalf.
- 18. If this Promotion is interfered with or cannot be conducted as planned, Samsung may disqualify any entrant and/or modify, suspend or terminate the Promotion as applicable
- 19. The Promotional and/or Redemption Periods may be extended in Samsung's absolute discretion
- 20. The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant's identity, contact number and place of residence, tax invoice and serial number) using all other information available to the Promoter, and to disqualify any claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. The Promoter's decision is final and no correspondence will be entered into. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 21. Incomplete, indecipherable or illegible claims will be deemed invalid. Eligible Entrants are responsible for ensuring their correct contact number, email address and address details are provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should an Eligible Entrant fail to receive their Prize because of a failure to provide correct details or to notify of a change to those details, or for providing an invalid serial number.
- 22. Subject to paragraph (n), the Promoter (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 Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any claim, original Purchase documentation or Prize that is late, lost, or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in the Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) any use of the Prize.

- 23. 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 the Terms and Conditions or provides statutory guarantees in connection with these Terms and Conditions, in respect of goods and services supplied (if any), the Promoter's liability for breach of such a condition, warranty, other term or guarantee is limited to (at the Promoter's election), to the extent it is able to do so: (a) in the case of supply of goods, the Promoter doing any one or more of the following: (i) replacing the goods or supplying equivalent goods; (ii) repairing the goods; and/or (iv) paying the cost of having the goods repaired; or (b) in the case of supply of services, the Promoter doing either or both of the following: (i) supplying the services again; and/or (ii) paying the cost of having the cost of having the cost of having the cost of having the services supplied again.
- 24. These Terms and Conditions are governed by the laws of New South Wales. Entrants submit to the non-exclusive jurisdiction of the courts of New South Wales. The Participating Products are subject to stock availability at each individual Participating Reseller.
- 25. Samsung (or third parties on its behalf) may collect personal information to conduct the Promotion and disclose such information to third parties for this purpose, including agents, contractors, service providers and offer suppliers. Validity of an Eligible Entry is conditional on providing this information. Some of these entities may be located outside Australia, including in Singapore, Korea and the Philippines. Entrants acknowledge that by consenting to this disclosure, Samsung is not obliged to take reasonable steps to ensure overseas recipients do not breach Australian privacy law. All entrants consent to their personal information being collected and stored for this purpose in accordance with Samsung's privacy policy available at www.samsung.com/au, which forms part of these T&Cs.

The Promoter is Samsung Electronics Australia Pty Ltd (ACN 002 915 648) located at 3 Murray Rose Avenue, Sydney Olympic Park NSW 2127, Australia ("**Promoter or "Samsung**"). For Promotional Support, please contact members.au@samsung.com or call 1300 362 603.