

Samsung Galaxy Fold5, Flip5 Bonus Gift (Promotion)

Terms and Conditions (T&Cs)

Promotion

Eligible Claimants who:

- a) are one of the first five hundred (500) to pre-order a Participating Product from the Samsung Online Store (<https://shop.samsung.com/au/>) during the Promotion Period;
- b) correctly answer the question: [True or False: The Samsung Galaxy Fold4 has a 50MP wide-angle Camera]; and
- c) otherwise comply with these T&Cs;

will be eligible to receive a Gift.

Eligible Claimants

Australian residents* aged 18 years and over who purchase a Participating Product from the Samsung Online Store during the Promotional Period.

*For clarity, companies, businesses and organisations of any description are excluded from participating in this Promotion.

Participating Product

Participating Products that will be eligible for this promotion are the following selected Samsung Galaxy Z Fold5 and Galaxy Z Flip5 mobile devices:

<u>Product Name</u>	<u>SKU</u>	<u>Gift</u>
Samsung Galaxy Z Fold5 12GB+1TB (Grey)	SM-F946BZUFATS	Samsung Galaxy Watch5 Pro Bluetooth (45mm)(Gray Titanium) (SM-R920NZTAXSA)
Samsung Galaxy Z Fold5 12GB+1TB (Blue)	SM-F946BZBFATS	Samsung Galaxy Watch5 Pro Bluetooth (45mm)(Gray Titanium) (SM-R920NZTAXSA)
Samsung Galaxy Z Fold5 12GB+512GB (Grey)	SM-F946BZUEATS	Samsung Galaxy Watch5 Pro Bluetooth (45mm)(Gray Titanium) (SM-R920NZTAXSA)
Samsung Galaxy Z Fold5 12GB+512GB (Blue)	SM-F946BZBEATS	Samsung Galaxy Watch5 Pro Bluetooth (45mm)(Gray Titanium) (SM-R920NZTAXSA)
Samsung Galaxy Z Fold5 12GB+256GB (Grey)	SM-F946BZUAATS	Samsung Galaxy Watch5 Pro Bluetooth (45mm)(Gray Titanium) (SM-R920NZTAXSA)
Samsung Galaxy Z Fold5 12GB+256GB (Blue)	SM-F946BZBAATS	Galaxy Watch5 Pro Bluetooth (Black Titanium) (45mm) (SM- R920NZKAXSA)
Samsung Galaxy Z Flip5 8GB+512GB (Grey)	SM-F731BZUEATS	Galaxy Watch5 Pro Bluetooth (Black Titanium) (45mm) (SM- R920NZKAXSA)
Samsung Galaxy Z Flip5 8GB+512GB (Blue)	SM-F731BZBEATS	Galaxy Watch5 Pro Bluetooth (Black Titanium) (45mm) (SM- R920NZKAXSA)
Samsung Galaxy Z Flip5 8GB+512GB (Yellow)	SM-F731BZYEATS	Galaxy Watch5 Pro Bluetooth (Black Titanium) (45mm) (SM- R920NZKAXSA)
Samsung Galaxy Z Flip5 8GB+512GB (Green)	SM-F731BZGEATS	Galaxy Watch5 Pro Bluetooth (Black Titanium) (45mm) (SM- R920NZKAXSA)
Galaxy S23+ Samsung Galaxy Z Flip5 8GB+256GB (Grey)	SM-F731BZUAATS	Galaxy Watch5 Bluetooth (Pink Gold) (SM-R900NZDAXSA)
Galaxy S23+ Samsung Galaxy Z Flip5 8GB+256GB (Blue)	SM-F731BZBAATS	Galaxy Watch5 Bluetooth (Pink Gold) (SM-R900NZDAXSA)

	Galaxy S23+ Samsung Galaxy Z Flip5 8GB+256GB (Yellow)	SM-F731BZYAATS	Galaxy Watch5 Bluetooth (Pink Gold) (SM-R900NZDAXSA)	
	Galaxy S23+ Samsung Galaxy Z Flip5 8GB+256GB (Green)	SM-F731BZGAATS	Galaxy Watch5 Bluetooth (Pink Gold) (SM-R900NZDAXSA)	
	<p>The definition of Participating Products does not include any Excluded Products.</p> <p>Note: Please note that non-genuine or non-Australian models of the Participating Products and Excluded Products are not eligible for this Promotion. Samsung recommends that, prior to purchasing a Participating Product, Claimants verify that the product is a genuine and Australian model that is eligible for this Promotion. Further information on the benefits of purchasing Australian models can be found at www.samsung.com/au/made-for-australia.</p>			
Excluded Products	Participating Product expressly excludes "C grade" or "seconds" products, second-hand, refurbished or demonstration products, and any costs, fees, expenses or liability of any description to pay any amount for installation, insurance, warranty or extended warranty, financing, delivery or any other cost which is, at the determination of Samsung in its absolute discretion, additional or ancillary to the models listed in the table above.			
Samsung Online Store	<p>a)"Samsung Online Store" means any online portal operated by Samsung in Australia through which eligible consumers or businesses can purchase the Participating Products, including Samsung's e-store in Australia (accessible at the URL https://shop.samsung.com/au)</p> <p>b)The following Enhanced Partnership Portals are excluded in this promotion: Samsung's Government Store (https://shop.samsung.com/au/multistore/auapp/government_au/login/multistore) Samsung Business Store (https://shop.samsung.com/au/business/login/business and Samsung Education Store (https://shop.samsung.com/au/multistore/auapp/samsung_education_au/login/multistore).</p> <p>c)The Samsung Staff Sales Portal is also excluded from this Promotion</p>			
Promotion Period	Start Time and Date	AEST 12:00 PM, Thursday, 27 July 2023		
	End Time and Date	AEST 11:59 PM, Thursday, 17 August 2023		
Claim Period	Start Time and Date	AEST 12:00 PM, Thursday, 27 July 2023		
	End Time and Date	AEST 11:59 PM, Thursday, 31 August 2023		
Gifts	<p>Eligible Claimants who submit an Eligible Claim during the Claim Period will be entitled to receive one (1) Gift corresponding with the Participating Product purchased in the table above.</p> <p>Samsung reserves the right to substitute the Gift, at its absolute discretion, in the event that a Gift is out of Stock or otherwise unavailable.</p>			
	Qty	Product Description	Model Number	RRP (AUD\$)
	1	Samsung Galaxy Watch5 Pro Bluetooth (45mm)(Gray Titanium)	(SM-R920NZTAXSA)	\$799.00
	2	Galaxy Watch5 Pro Bluetooth (Black Titanium) (45mm)	(SM-R920NZKAXSA)	\$799.00
3	Galaxy Watch5 Bluetooth (Pink Gold) (40mm)	(SM-R900NZDAXSA)	\$349.00	
Promotion Website	https://www.samsung.com/au/			
Personal Information	Eligible Claimant's full name, phone number, email address and residential address.			
Eligible Claim	<p>To be eligible to claim a Gift, an Eligible Claimant must be one of the first five hundred (500) to pre-order a Participating Product from the Samsung Online Store during the Promotion Period (between 27 July – 17 August, 2023)</p> <p>https://samsung.iotform.com/231970859215867</p> <p>Eligible Claimant must then provide the Personal Information requested by the Promoter, correctly answer the question [True or False: The Samsung Galaxy Fold4 has a 50MP wide-angle Camera] in the Jotform and submit the completed Jotform between 27 July–31 August, 2023.</p>			
Delivery of Gift	<ol style="list-style-type: none"> Eligible Claimants should allow at least ninety (90) days for delivery of the Gift from the date they receive notification from Samsung that their Eligible Claim is being processed. Samsung will use all reasonable endeavours to deliver the Gift within ninety (90) days from the date notification is received, however this may be subject to delay in some circumstances. Gifts will be delivered to mailing address submitted at the time of purchase. Gifts will be delivered by a courier partner of Samsung's choosing and must be signed for at time of delivery. 			

	<p>4. A parcel collection card will be left at the Eligible Claimant's delivery address if no one is present at the time of attempted delivery. The Gift will then be delivered to a local Australia Post Office for collection.</p>
<p>General</p>	<p>Participation in this Promotion is deemed acceptance of these T&Cs.</p> <ol style="list-style-type: none"> 1. In the event a Participating Product/s is exchanged or refunded including in accordance with Samsung's Change of Mind Policy (accessible at the following URL: https://www.samsung.com/au/shop-faq/returns-and-cancellations/what-is-samsung-s-change-of-mind-policy/), the Gift/s must be returned to Samsung together with the Participating Product/s in an unused re-sellable condition (i.e. the packaging is unopened, the seal is intact and all in-box items are in the box). This clause does not limit or affect the claimant's rights with regards to warranties on the Participating Product either from the manufacturer or implied by legislation. 2. This Promotion is not valid in conjunction with any other Samsung offer or promotion, 3. This Promotion is not open to companies, businesses, commercial ventures, organisations or anyone acting on their behalf. 4. There is a limit of one (1) Gift per Participating Product purchased. 5. There is a limit of five (5) claims in total under this Promotion per Eligible Claimant. 6. All prices quoted in these Terms and Conditions are inclusive of GST. 7. The Gift is not transferable, exchangeable or redeemable for cash and may be claimed only by the Eligible Claimant whose name is stated on the proof of purchase. All claims must be carried out by the actual purchaser of the Participating Product. Claims or registrations by any other person will not be accepted. 8. If this Promotion is interfered with or cannot be conducted as reasonably anticipated due to any reason beyond the reasonable control of Samsung, Samsung reserves the right, in its sole discretion, to the fullest extent permitted by law, to: (a) Samsung may disqualify any Eligible Claimant; and/or (b) modify, suspend, terminate or cancel the Promotion, as appropriate. 9. Participating Products and Gifts are subject to stock availability and the Promotion ends if Participating Products or Gifts are unavailable. 10. The Promotion and/or Claim Periods may be extended in Samsung's absolute discretion. 11. Samsung 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 Samsung, 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. Samsung's decision is final and no correspondence will be entered into. Failure by Samsung to enforce any of its rights at any stage does not constitute a waiver of those rights. 12. Incomplete, indecipherable or illegible claims will be deemed invalid. Eligible Claimants are responsible for ensuring their correct contact number, email address and address details are provided and any updated details are notified to Samsung immediately. Samsung accepts no responsibility should an Eligible Claimant fail to receive their Gift because of a failure to provide correct details or to notify of a change to those details, or for providing an invalid serial number. 13. An Eligible Claimant is responsible for all ancillary costs in completing the Online Claim Form and in claiming and using the Gift, including any internet service charges. 14. Samsung is not responsible for an act or omission of its server administrator which may affect the Eligible Claimants ability to submit the Online Claim Form. 15. Subject to paragraph (16), Samsung (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 Samsung's control); (b) any theft, unauthorised access or third party interference; (c) any claim, original Purchase documentation or Gift that is late, lost, or misdirected (whether or not after their receipt by Samsung) due to any reason beyond the reasonable control of Samsung; (d) any variation in the Gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) any use of the Gift. 16. Nothing in these Terms and Conditions is intended to exclude, restrict or modify any consumer rights under the <i>Competition and Consumer Act 2010</i> (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), Samsung's liability for breach of such a condition, warranty, other term or guarantee is limited to (at Samsung's election), to the extent it is able to do so: (a) in the case of supply of goods, Samsung 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 doing either or both of the following: (i) supplying the services again; and/or (ii) paying the cost of having the services supplied again.

	<p>17. These Terms and Conditions are governed by the laws of New South Wales. Claimants submit to the non-exclusive jurisdiction of the courts of New South Wales.</p>
Privacy	<p>The Promoter (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 Claim is conditional on providing this information. Some of these entities may be located outside Australia, including in Singapore, Korea and the Philippines. Claimants acknowledge that by consenting to this disclosure, the Promoter is not obliged to take reasonable steps to ensure overseas recipients do not breach Australian privacy law. All claimants consent to their personal information being collected and stored for this purpose in accordance with the Promoter's privacy policy available at www.samsung.com/au, which forms part of these T&Cs.</p>
Promoter's details	<p>Samsung Electronics Australia Pty Ltd (ACN 002 915 648) 3 Murray Rose Avenue, Sydney Olympic Park NSW 2127, Australia</p> <p>Promotional Support: Email: members.au@samsung.com</p> <ul style="list-style-type: none">• For purchases made on the Samsung Online Store, email: onlinesupport@samsung.com or phone: 1300 362 603 (Option 9 then 4)