TERMS AND CONDITIONS GALAXY Z FLIP6 / Z FOLD6 / Watch Ultra "Extended Change of Mind" PROGRAM Samsung Electronics Australia Pty Ltd ("Samsung")

Participants agree to be bound by these terms and conditions ("Terms and Conditions").

Purchase Period

1. The Program will commence at 23:00 (AEST) on 10 July 2024 and shall close at 23:59 (AEST) on 28 August 2024 ("**Purchase Period**"), unless extended by Samsung.

Eligibility

- 2. To be eligible to participate in the Program ("Participant"), you must:
 - a) purchase a Product(s) via the Samsung Online Store, Samsung Shop App or Samsung Partnership Program Portals sites during the Purchase Period in a single transaction:
 - b) be an Australian resident who is at least 18 years old;
 - c) be capable of entering into a binding contract; and
 - d) provide your full name, address, phone number and valid Payment Card details.
- 3. This Program is only available to individuals (e.g. not to any reseller, business or any individual acting in a commercial capacity).

Offer

- 4. Participants who purchase a Samsung Galaxy Z Flip6, Z Fold6 or Watch Ultra as listed in Table 1 ("**Products**") from the Samsung Online Store, Samsung Shop App or Samsung Partnership Program Portals within the Purchase Period and are dissatisfied with their purchase may be eligible for a refund, provided the Product(s) and any other Eligible Product(s):
 - a) are returned to Samsung within 30 days of the delivery of the products ("Extended Change of Mind Period"); and
 - b) meets the minimum criteria in clause 15 ("Criteria").
- 5. Participants who meet the Criteria are eligible to receive a refund on the:
 - a) purchase price of the Product(s);
 - b) purchase price of the Accessory(ies); and
 - c) cost of any Samsung Care+ services for the Product(s) purchased during the same online transaction,

(together, "Eligible Products").

Table 1 - Products

SKU Code	Description
SM-F956BDBFATS	Fold6 12GB + 1TB Navy
SM-F956BLIFATS	Fold6 12GB + 1TB Pink
SM-F956BZSFATS	Fold6 12GB + 1TB Silver Shadow
SM-F956BDBEATS	Fold6 12GB + 512GB Navy
SM-F956BLIEATS	Fold6 12GB + 512GB Pink
SM-F956BZSEATS	Fold6 12GB + 512GB Silver Shadow
SM-F956BDBAATS	Fold6 12GB + 256GB Navy
SM-F956BLIAATS	Fold6 12GB + 256GB Pink
SM-F956BZSAATS	Fold6 12GB + 256GB Silver Shadow
SM-F741BLBEATS	Flip6 8GB + 512GB Blue
SM-F741BZSEATS	Flip6 8GB + 512GB Silver Shadow
SM-F741BLGEATS	Flip6 8GB + 512GB Mint
SM-F741BZYEATS	Flip6 8GB + 512GB Yellow
SM-F741BLBAATS	Flip6 8GB + 256GB Blue
SM-F741BZSAATS	Flip6 8GB + 256GB Silver Shadow
SM-F741BLGAATS	Flip6 8GB + 256GB Mint
SM-F741BZYAATS	Flip6 8GB + 256GB Yellow
SM-F956BAKFATS	Fold6 Online exclusive 12GB + 1TB Crafted Black
SM-F956BZWFATS	Fold6 Online exclusive 12GB + 1TB White
SM-F956BAKEATS	Fold6 Online exclusive 12GB + 512GB Crafted Black
SM-F956BZWEATS	Fold6 Online exclusive 12GB + 512GB White
SM-F956BAKAATS	Fold6 Online exclusive 12GB + 256GB Crafted Black
SM-F956BZWAATS	Fold6 Online exclusive 12GB + 256GB White
SM-F741BAKEATS	Flip6 Online exclusive 8GB + 512GB Crafted Black
SM-F741BZWEATS	Flip6 Online exclusive 8GB + 512GB White
SM-F741BZOEATS	Flip6 Online exclusive 8GB + 512GB Peach
SM-F741BAKAATS	Flip6 Online exclusive 8GB + 256GB Crafted Black
SM-F741BZWAATS	Flip6 Online exclusive 8GB + 256GB White
SM-F741BZOAATS	Flip6 Online exclusive 8GB + 256GB Peach
SM-L705FDAAXSA	Watch Ultra LTE Titanium Grey
SM-L705FZWAXSA	Watch Ultra LTE Titanium White
SM-L705FZTAXSA	Watch Ultra LTE Titanium Silver

Table 2 - Accessory(ies)

SKU Code	Description
ET-SNL70MBEGWW	Watch Ultra Marine Band
ET-SNL70MWEGWW	Watch Ultra Marine Band
ET-SNL70MOEGWW	Watch Ultra Marine Band
ET-SNL70MKEGWW	Watch Ultra Marine Band
ET-SVL70MBEGWW	Watch Ultra Trail Band
ET-SVL70MWEGWW	Watch Ultra Trail Band

SKU Code	Description
ET-SVL70MOEGWW	Watch Ultra Trail Band
ET-SBL70MBEGWW	Watch Ultra Peakform Band
ET-SBL70MWEGWW	Watch Ultra Peakform Band
ET-SBL70MOEGWW	Watch Ultra Peakform Band
EF-OF95PCJEGWW	Fold6 Silm S Pen Case
EF-OF95PCNEGWW	Fold6 Silm S Pen Case
EF-OF95PCPEGWW	Fold6 Silm S Pen Case
EF-MF956TJEGWW	Fold6 Silicone Stand Case (w/grip)
EF-MF956TWEGWW	Fold6 Silicone Stand Case (w/grip)
EF-QF956CTEGWW	Fold6 Clear Case (w/grip)
EF-VF956PJEGWW	Fold6 Kindsuit Case
EF-VF956PAEGWW	Fold6 Kindsuit Case
EF-UF956CTEGWW	Fold6 Anti-Reflection Film
GP-FFF956YCATW	Fold6 Slim Clear Case
GP-FPF956SBABW	Fold6 SHLDAir Rugged Case
GP-FPF956SBBWW	Fold6 Smiley Slim Impression Case
GP-FPF956SBDWW	Fold6 Stick Monster Lab Slim Impression Case
EF-ZF741CTEGWW	Flip6 Flipsuit Case
EF-PF741TJEGWW	Flip6 Silicone Case (w/ring)
EF-PF741TLEGWW	Flip6 Silicone Case (w/ring)
EF-PF741TNEGWW	Flip6 Silicone Case (w/ring)
EF-PF741TYEGWW	Flip6 Silicone Case (w/ring)
EF-PF741TMEGWW	Flip6 Silicone Case (w/ring)
EF-QF741CTEGWW	Flip6 Clear Case (w/ring)
EF-VF741PJEGWW	Flip6 Kindsuit Case
EF-VF741PMEGWW	Flip6 Kindsuit Case
EF-VF741PYEGWW	Flip6 Kindsuit Case
EF-UF741CTEGWW	Flip6 Anti-Reflection Film
GP-FFF741YCATW	Flip6 Slim Clear Case
GP-FPF741SBABW	Flip6 SHLDAir Rugged Case
GP-FPF741HICMW	Flip6 Disney Variety Case
GP-FPF741SBELW	Flip6 Sticky Monster Lab Relax Slim Impression Case
GP-TOF741SBCRW	Flip6 Sticky Monster Lab Character Flipsuit Card
GP-TOF741SBCOW	Flip6 Sticky Monster Lab Fragile Flipsuit Card
GP-TOF741HIAWW	Flip6 UBHC Flipsuit Card
GP-TOF741HIBBW	Flip6 Disney Flipsuit Card
GP-TOF741SBAYW	Flip6 Keith Haring Photo Flipsuit Card
GP-TOF741SBALW	Flip6 Keith Haring Love Flipsuit Card
GP-TOF741SBBPW	Flip6 Smiley Flipsuit Card

^{6.} This Program will run in conjunction with all other statutory warranties or returns policies, whether in-box, or otherwise, that are available to the Participant. For the avoidance of doubt, Samsung's Return Policy will apply to this Program. In the event the terms of Samsung's Return Policy and this Program are inconsistent, the terms of this Program will prevail.

Claims

- 7. To take part in the Program and make a claim for a refund on the Eligible Product(s) ("Claim"), during the Extended Change of Mind Period, Participants must contact a Samsung Returns Representative at 1300 362 603 or by submitting a self-service request through the My Orders page (accessed via their Samsung Online account) and return the product in accordance with these Terms and Conditions.
- 8. In accordance with Samsung's Returns Policy, Participants:
 - a) will be required to email proof of their original purchase and any delivery documentation to onlinesupport@samsung.com; or complete a Self Service Return and provide all requested information; and
 - b) must return the Eligible Product(s):
 - a. with all original components and accessories (including manuals, documentation, etc.);
 - in its original cartons and packaging or, if necessary, in packaging suitable to prevent damage to the Product(s) and Accessory(ies);
 - c. with all other products and accessories purchased in the same order; and
 - d. delivered via one of the methods as outlined in Samsung's Returns Policy.
- 9. Participants must take reasonable care of any Eligible Products(s) while it is in their possession during the Extended Change of Mind Period. When returning the Eligible Product(s), Participants should obtain a proof of posting. For a refund under this Program, the Eligible Products must be in 'good' condition as per the Criteria. In all cases, Samsung reserves the right to inspect the Eligible Product(s) and refuse a refund if the Eligible Product(s) are deemed to have been damaged.
- 10. Participants who have applied a Trade-In device to their order will forfeit their device or its equivalent value.
- 11. If Participants meet all the requirements under this Program and Samsung has accepted the Claim, Samsung will aim to process a refund to the Participant as soon as possible and, in any case, within thirty (30) days of Samsung's written acceptance of the Claim.
- 12. Claims submitted incorrectly, that are incomplete or damaged will be deemed invalid. No responsibility is accepted by Samsung for lost, delayed, or damaged data that occurs during any communication or transmission of Claims.
- 13. Participants will receive the refund to the original payment method used to purchase the Eligible Product(s).
- 14. Samsung reserves the right at its absolute discretion to disqualify Claims that it reasonably considers do not comply with these Program Terms.
- 15. Samsung shall have the right, where necessary, to undertake all such action as is reasonable to protect itself against fraudulent or invalid Claims including, without limitation, to require further verification as to proof of purchase, as well as the identity, age and other relevant details of a Participant. Samsung will report any fraudulent activity to the Police.

Product Condition Criteria

- 16. In order for the Participant to receive a refund on the Eligible Product(s), the products must be sent in 'good' condition which means it meets the following minimum criteria ("**Criteria**"):
 - a) complete with its original box and all accessories including charging cable;
 - b) undamaged (subject to minor scratches reasonably expected from fair wear and tear over 30 days' use);
 - c) not permanently marked (subject to minor scratches reasonably expected from fair wear and tear over 30 days' use); and
 - d) unlocked, with any passwords and personal data removed.
- 17. Minor scratches that would be reasonably expected from fair wear and tear over 30 days' of use are acceptable.
- 18. Deletion of all data and information stored in any returned devices submitted by a Participant and/or other storage media received is the Participant's absolute responsibility. Samsung accepts no responsibility for Participants' data and software or for any loss or damage to that data and software. Upon receipt of a returned devices from a Participant all data will be permanently and irretrievably destroyed. Please note the Samsung is unable to retrieve any Participant data once a returned device has been received.

Privacy and Data Protection

- 19. Samsung's use of any personal information submitted by the Participant shall be limited to communications about the Program and for managing the Claim process. The Participant hereby consents to its personal information being used for this purpose and confirms that it agrees with Samsung's privacy policy available at: https://www.samsung.com/au/info/privacy/.
- 20. The Participant may withdraw consent to such use of personal information by writing to Samsung or by using the opt-out process outlined in Samsung's privacy policy.

General

- 21. Samsung reserves the right, to vary the Terms and Conditions of the Program or end the Program. For any customer who has purchased prior to any change or cancellation, these terms shall still apply.
- 22. Samsung will not be responsible or liable for: (a) any late, lost, misrouted, or damaged transmissions or Claims; (b) any computer or communications related malfunctions or failures; or (c) any disruptions, losses or damages caused by events beyond the control of Samsung.
- 23. Participants will be solely responsible for any and all applicable taxes and any other relevant costs or expenses which are not stated in these Program Terms as being included.
- 24. The Program is governed by the laws of New South Wales.