

**TERMS AND CONDITIONS**  
**Galaxy Ring “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 00:00 (AEST) on 16 October 2024 and shall close at 23:59 (AEST) on 31 December 2024 (“**Purchase Period**”), subject to Samsung’s discretion.

**Eligibility**

2. To be eligible to participate in the Program (“**Participant**”), you must:
  - a) purchase a Galaxy Ring(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 Ring 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) meet the Criteria in clause 7.
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**”).

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.

### **Product Condition Criteria**

7. 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.
8. 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.

### **Claims**

9. 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.
10. 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](mailto: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.);
    - b. in its original cartons and packaging or, if necessary, in packaging suitable to prevent damage to the Product(s) and Accessory(ies); and
    - c. delivered via one of the methods as outlined in Samsung's [Returns Policy](#).
11. 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.

12. Participants who have applied a Trade-In device to their order will forfeit their device or its equivalent value.
13. If Participants meet all the Criteria 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.
14. 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.
15. Participants will receive the refund to the original payment method used to purchase the Eligible Product(s).
16. Samsung reserves the right at its absolute discretion to disqualify Claims that it reasonably considers do not comply with these Program Terms and Conditions.
17. 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.

#### **Privacy and Data Protection**

18. 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/>.
19. 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**

20. Samsung reserves the right, to vary the Program Terms and Conditions or end the Program without notice to the customers. For any customer who has purchased prior to any change or cancellation to these Program Terms and Conditions, including where the Purchase Period or Extended Change of Mind Period is changed, these terms shall still apply.
21. 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.
22. 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.
23. The Program is governed by the laws of New South Wales.