

Samsung Health | Run Club - Exclusive Promotion

Terms and Conditions

Promoter	Samsung Electronics Australia Pty Ltd (ABN 63 002 915 648), 3 Murray Rose Ave, Sydney Olympic Park NSW 2127.
Entry Periods	<p>Entry Period 1: 12.01am (AEST) on 01/06/2025 to 11.59pm (AEST) on 24/06/2025.</p> <p>Entry Period 2: 12.01am (AEST) on 01/07/2025 to 11.59pm (AEST) on 24/07/2025.</p> <p>Entry Period 3: 12.01am (AEST) on 01/08/2025 to 11.59pm (AEST) on 24/08/2025.</p>
Who can enter?	Only Australian residents who are aged 18 or over.
Who can't enter?	<p>Directors, officers, management, employees and contractors (and their immediate families) of:</p> <ul style="list-style-type: none"> (a) the Promoter; and (b) the agencies, companies or participating premises associated with this competition. <p>Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.</p>
Website	www.samsung.com/au/offer/samsung-health/
Entry instructions	<p>There are three ways of entering this Competition, as set out below.</p> <ol style="list-style-type: none"> Entry via our email campaign To enter via our email campaign, you must, during an Entry Period: <ul style="list-style-type: none"> (a) receive a campaign email from the Sydney Marathon Run Club; and (b) click the link included in the campaign email to visit the Website, locate the entry page, and fill out and submit the online entry form, including by providing all other requested information to enter the draw for that Entry Period. Entry via a Run Club event (Run Club Event) To enter via a Run Club Event entry you must, during an Entry Period: <ul style="list-style-type: none"> (a) attend a Run Club Event; and either <ul style="list-style-type: none"> (i) see Samsung staff at the Run Club Event and use the tablet supplied; or (ii) scan a QR code located on advertising materials or merchandise at the event; to (b) visit the Website, locate the entry page, input entry details, and submit the online entry form, including by providing all other requested information to enter the draw for that Entry Period. Entry via QR Code To enter via QR Code entry you must, during an Entry Period: <ul style="list-style-type: none"> (a) scan a QR code located on any Run Club advertising materials or merchandise to visit the Website, locate the entry page, input entry details, and submit the online entry form, including by providing all other requested information to enter the draw for that Entry Period. <p>The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry.</p> <p>Entrants will also receive a discount code to use towards purchases of wearables on www.samsung.com.</p>
How many winners will there be and how will they be chosen?	<p>There will be 3 winners determined in respect of this competition – 1 per Entry Period.</p> <p>There will be 3 draws conducted – 1 draw per Entry Period.</p> <p>Each draw will be held at 1pm (AEST) at Gadens Lawyers, Level 13 447 Collins Street, Melbourne, VIC 3000 as follows:</p>

	Entry Period	Draw Date	No of Winners
	1	01/07/2025	1
	2	01/08/2025	1
	3	01/09/2025	1
<p>The first valid entry drawn randomly in each draw from the entries received during the relevant Entry Period will win a prize.</p> <p>The Promoter may draw additional reserve entries in a draw and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed (Reserve Entrants).</p> <p>Entries received in respect of each draw will not roll over to subsequent draws.</p>			
What can I win?	There are 3 prizes available – 1 prize per Entry Period, as follows:		
	Entry Period	Prize	Prize Value
	1	Samsung Galaxy Watch Ultra (\$1,299), Samsung Health Sleep Kit Merch (\$200)	\$1,499
	2	Samsung Galaxy Watch Series (up to the value of \$799), Samsung Health Sleep Kit Merch (\$200)	\$999
	3	Samsung Galaxy Watch Series (up to the value of \$799), Samsung Health Sleep Kit Merch (\$200)	\$999
	Total:	3	\$3,497
The exact colour of products and size of merchandise items included in each prize will be determined by the Promoter. The Promoter will not be liable if you do not receive your preferred size or colour.			
Total prize pool	<p>The prize pool for Entry Period 1 is \$1,499.</p> <p>The prize pool for Entry Period 2 is \$999.</p> <p>The prize pool for Entry Period 3 is \$999.</p> <p>The overall total prize pool is \$3,497.</p>		
How many times can I enter?	You can only enter once per Entry Period. Each entry must be submitted separately in accordance with these Terms and Conditions.		
How and when will the winner/s be informed?	<p>Winners will be notified in writing by email within 7 days of determination and will have their first name initial, last name and postcode published on the Website on 08/07/2025 for Entry Period 1, 08/08/2025 for Entry Period 2 and 08/09/2025 for Entry Period 3 for a period of 28 days.</p> <p>If you are a winner, the Promoter will contact you requesting proof of identification to verify you are over 18, and also determine your residential address for prize delivery.</p>		
Unclaimed prize/s	<p>Prize claim date: By 5pm (AEST) on 01/10/2025.</p> <p>Unclaimed prize determination: 12pm (AEDT) on 02/10/2025 at the same location as the original draws.</p> <p>If a prize has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the Promoter can't contact a winner (or a winner does not contact the Promoter) by the prize claim date above, the relevant entry/ies will be discarded and the Promoter will re-award the relevant prize/s to Reserve Entrant/s and/or carry out an unclaimed prize draw at the date, time and place stated above to randomly distribute the prize/s in descending order of value amongst valid entrants who (if possible) have not already won an unclaimed prize. Any such winner/s will be informed in writing</p>		

	<p>by email within 7 days of determination and will also have their first name initial, last name and postcode published on the Website on 07/10/2025 for a period of 28 days.</p> <p>If any prize remains un-won at the end of this competition, or if a prize winner cannot be found, that information will be published on the Website on 03/11/2025.</p>
Collection and use of your personal information	<p>If you are a winner, the Promoter may ask you to consent to take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. In this case, you will be asked to consent to the Promoter using your names and images in any promotional or advertising activity before such activity takes place. Participation in any of the above promotional activity is not mandatory and you may opt-out at any time.</p> <p>The Promoter (and/or third parties on the Promoter's behalf) collect personal information in order to conduct this promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, agents, contractors, service providers, Promotion suppliers and, as required, to Australian regulatory authorities. The validity of an entry is conditional on providing this information. If the personal information requested is not provided, you may not be able to participate in this competition. The Promoter may use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning a winner.</p> <p>If you have marked the "opt-in" box on the entry form, you acknowledge that the information provided will be collected by or on behalf of the Promoter and may be disclosed to other companies within the Samsung group of companies and to third parties that help the Promoter deliver Samsung's 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 South Korea, the Philippines, Singapore, Malaysia, the United States of America, Germany, China, the Netherlands, Vietnam, India, Japan, Denmark, Mexico or Canada. You acknowledge that by giving consent to the disclosure of your personal information to the overseas recipients, the Promoter will not, to the extent permitted by law, 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, you acknowledge that in providing your consent, the Promoter will not be accountable under the Privacy Act 1988 (Cth) and you will not be able to seek redress under the Privacy Act 1988 (Cth). However, where practicable in the circumstances, the Promoter will take reasonable steps to ensure that overseas recipients use and disclose such information in a manner consistent with its privacy policy.</p> <p>If you have marked the "opt-in" box on the entry form relating to a third party collecting your personal information, you consent to the storage of your personal information on the specified third party's database/s and the specified third party may use this information for future promotional and marketing purposes regarding their products and services including contacting you via electronic messaging provided that where required by the <i>Spam Act 2003</i> (Cth), the third party includes a functional unsubscribe facility in each direct marketing communication it sends you that you may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the <i>Spam Regulations 2021</i> (Cth). You should contact the relevant third party/ies for their privacy policy/ies.</p> <p>You can direct any request to access, update or correct your personal information held by the Promoter, or otherwise make any privacy enquiry or complaint by emailing the Promoter at privacy.au@samsung.com. These Terms and Conditions incorporate the Promoter's privacy policy and by entering the promotion, you accept the terms and conditions of the Promoter's privacy policy. For further details see https://www.samsung.com/au/info/privacy/.</p>
Permit numbers	<p>Authorised under:</p> <p>ACT Permit No. TP 25/01273</p>

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

Entry

- 2 Your entry must be received during the Competition Period and will be deemed to be received only when received by the Promoter. You will receive a return message confirming your entry. The Promoter is not liable for any problems with communications networks outside its reasonable control. You are

responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

Prizes

- 3 Prizes and all elements of prizes must be taken as specified, as and when offered and cannot be altered or changed in any way by you or will be forfeited, and if forfeited, the Promoter will not be liable. If you forfeit the prize or any element of the prize for whatever reason, you will not be given cash or any alternative prize as a substitute. Prize/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter.
- 4 You are responsible for all other unspecified costs related to the prize, including insurance (including excesses), additional taxes, mobile or data plans, installation costs, costs associated with ongoing use of the prize, etc.
- 5 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a prize.
- 6 Where relevant, the Promoter accepts no responsibility if any Sydney Marathon Run Club events relevant to the Promotion are abandoned, called off or postponed for any reason beyond the Promoter's reasonable control.

General

- 7 Any material failure by you to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).
- 8 You must, if required by the Promoter, sign disclaimer and release forms provided by the Promoter in favour of the Promoter and other parties before taking the prize. If you do not sign, your entry will be deemed invalid and you will lose any entitlement to a prize.
- 9 If you or your entry are deemed by the Promoter to breach these Terms and Conditions materially, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's reasonable satisfaction the validity of your entries and/or verifying your identity (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 10 You must not:
 - (a) tamper with the entry process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the entry process);
 - (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
 - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
 - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
 - (e) breach any law; or
 - (f) behave in a way that is otherwise inappropriate.
- 11 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted for reasons outside the Promoter's reasonable control, including failure of any third parties to forward entry forms for inclusion in the draw, where relevant.
- 12 If any dispute arises between you and the Promoter concerning the conduct of this competition or claiming a prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this competition is final.
- 13 Prizes cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.
- 14 By entering, you request that your full address not be published.
- 15 If this competition cannot run as planned for any reason beyond the Promoter's control (for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, government directives, a pandemic, public health orders and the like), the Promoter may end,

change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.

- 16 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

Liability

- 17 You may have consumer rights under statute including under the *Competition and Consumer Act 2010* (Cth), which may be relevant to any issue or problem you encounter in relation to this competition and cannot be excluded or restricted. Nothing in these Terms and Conditions excludes or restricts those rights. See www.accc.gov.au for more information about those rights.
- 18 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 19 Without limiting the previous paragraphs, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant), due to circumstances beyond the Promoter's reasonable control. Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
- 20 This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.