

Samsung Flipvertising Competition

Terms and Conditions

Promoter	Samsung Electronics Australia Pty Ltd (ACN 002 915 648), 3 Murray Rose Avenue, Sydney Olympic Park NSW 2127.
Competition Period	12.01am (AEST) on 24/08/2022 to 11.59pm (AEST) on 24/09/2022, or until all prizes are won, whichever comes first.
Who can enter?	<p>Only Australian residents who are:</p> <ul style="list-style-type: none"> (a) aged 16 or over; (b) have a YouTube AU account; and (c) able to be targeted and subsequently re-targeted by Google at all times during the Competition Period (for example, if you participate via a VPN, watch videos through YouTube Premium, have any advertisement blocking technology active or any barriers on your device which prevent the serving of YouTube and/or Google ads, you will not be able to enter). <p>If you are under 18, you must get approval from your parent/guardian before you enter and if you will be under 18 on the date the prize is awarded, it will be awarded to your parent or guardian. By approving your participation or by accepting any prize on your behalf, your parent or guardian accepts these conditions.</p>
Who can't enter?	<p>Directors, officers, management and employees (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.
Where will the competition run?	The competition will run online only.
Entry Instructions	<p>To enter, you must, during the Competition Period, follow and find clues and codes hidden in secret YouTube videos to successfully solve a puzzle for your chance to win a Z Flip4 device (the Z Flip Game). You must register to play, which includes reading and agreeing to the rules of the Z Flip Game and these Terms and Conditions, and then:</p> <ul style="list-style-type: none"> a) begin searching on Google for the first qualifying search term. If you successfully identify and search for the correct qualifying search term, you will be served a Google ad which contains a link to the first of 3 secret YouTube videos which you must watch in its entirety. This video will provide further clues about what the second qualifying search term may be; then b) continue searching on Google for the second qualifying search term. If you successfully identify and search for the correct qualifying search term, you will be served a Google ad which contains a link to the second of 3 secret YouTube videos which you must watch in its entirety. This video again will provide further clues about what the third qualifying search term may be; then c) continue searching on Google for the third and final qualifying search term. If you successfully identify and search for the correct qualifying search term, you will be served a Google ad which contains a link to a third and final secret YouTube video. This video will tell you that you have solved the puzzle and have successfully completed the Z Flip Game; and d) if you have successfully completed the Z Flip Game, you will be served with a unique code and a link to the locked competition website. You must then visit the locked competition website from the link provided, enter the unique code then fully complete the online entry form which will be timestamped by the Promoter. <p>There are 10 prizes available to be won by entrants who successfully complete the Z Flip Game during the Competition Period however only 1 prize will be awarded on any one particular day. The first valid entrant to complete steps (a) to (d) above on any one particular day (AEST) during the Competition Period will win a prize. This will repeat for 10 days during the Competition Period until all 10 prizes have been won.</p>

	<p>If you have completed steps (a) to (d) above on any one particular day during the Competition Period but you were not the first person to do so on that day, you will receive one entry into a prize draw which will be conducted on 27/09/2022 for 4 additional prizes.</p> <p>For clarity, you will not progress in the Z Flip Game if you do not search the correct qualifying search term/s.</p> <p>If, in the Promoter's opinion, you have shared any code, secret YouTube video/s, link to the locked competition website, correct qualifying search term or incorrect qualifying search term with another person, or obtained any such information from another person, your entry will be invalid and you will lose any right to a prize. You must keep any term or word/s that you search in connection with this competition, any link to the locked competition website and any unique entry code confidential and not share them with anybody except strictly as required for you to enter this competition in accordance with these Terms and Conditions.</p> <p>The Promoter is not responsible if your mobile device/laptop/desktop is not sufficiently capable of submitting an entry.</p>
How many winners will there be and how will they be chosen?	<p>There will be a total of 14 winners.</p> <p>10 winners will be determined on a first in best dressed basis (as per the Entry Instructions and Z Flip Game rules above) according to the timestamps applied by the Promoter and 4 winners will be determined via a prize draw. For the avoidance of doubt, only those entrants who completed steps (a) to (d) in the Entry Instructions above but were not the first to do so on the day they entered, will receive one entry into this prize draw (and they can only receive a total of one entry into this prize draw).</p> <p>The draw will be held at 11am (AEST) on 27/09/2022 at Level 2, Pier 8/9, 23 Hickson Road, Walsh Bay, NSW 2000.</p> <p>The first 4 valid entries drawn randomly from the entries received during the Competition Period will win a prize.</p>
What can I win?	<p>There are 14 prizes available.</p> <p>Each prize is a 128GB Samsung Galaxy Z Flip4 valued at \$1,499 RRP (colour as determined by the Promoter). The prize is the mobile device only; a mobile phone/data plan is not included. Winners will need to arrange such a plan at their own expense in order to use the phone. There is a limit of one prize per person and per household.</p> <p>Delivery/availability of the prize may be delayed due to Covid-19 related issues/restrictions (for example, but not limited to, manufacturing delays, government restrictions/orders and national/state/overseas border closures). If delivery/availability is delayed due to Covid-19, the Promoter will keep the winner informed and updated as to when they can expect to receive the prize. Winners should allow up to 60 days for delivery of their prize.</p>
Total prize pool	The total prize pool value is \$20,986.
How many times can I enter?	<p>You can only enter once during the Competition Period.</p> <p>For clarity, you can continue to search on Google for a qualifying search term multiple times in order to guess the correct qualifying search term and be served the next video (and reach the final stage to then enter your details on the website), however you can only fill in the online entry form once.</p>
How and when will the winner/s be informed?	<p>If you are a winner via the Z Flip Game (not a winner in the draw) you will get an email (to the email address specified in your entry) within 24 hours of submitting your entry form informing you if you have provisionally won a prize and if so, details on how to verify your entry and claim your prize. It is an entrant's responsibility to ensure that they enter their email address correctly.</p> <p>Winners in the prize draw will be notified by phone and in writing within two business days of determination that they have provisionally won a prize and will be provided details on how to verify their entry and claim their prize.</p> <p>Winners will have their name and state/territory of residence published at samsung.com/au/explore/flipvertising on 29/09/2022 for a period of 28 days.</p>
Unclaimed prize/s	<p>Prize claim date: 5pm (AEDT) on 27/10/2022.</p> <p>Unclaimed and un-won prize determination: 11am (AEDT) on 28/10/2022 at the same location as the original draw.</p>

	<p>If a prize remains un-won during the Competition Period or 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 prize to either the valid entrant who submitted the next fastest valid and correct entry (based on timestamp of entry for that particular day) and who did not already win a prize, or carry out an unclaimed and un-won prize draw at the date, time and place stated above to randomly distribute the prize/s. Any such winner/s will be informed by email within two business days of determination and will also have their name and state/territory of residence published at samsung.com/au/explore/flipvertising on 29/10/2022 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 samsung.com/au/explore/flipvertising on 30/11/2022.</p>
Collection and use of your personal information	<p>The Promoter (and/or third parties on the Promoter's behalf, which may include YouTube/Google) collects personal information in order to conduct this competition and may, for this purpose, disclose such information to third parties including, but not limited to, agents, contractors, service providers, competition suppliers and, as required, Australian regulatory authorities. The validity of an 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. The Promoter may also use the information to conduct this competition, including sending electronic messages to or telephoning a winner.</p> <p>If you have marked the "opt-in" box on the entry form, the Promoter may also use the information to send you promotional and marketing communications provided that where required by the Spam Act 2003 (Cth), the Promoter 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 Spam Regulations 2021 (Cth). By entering, you consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility if they relate primarily to the conduct of this competition.</p> <p>You should direct any request to access, update or correct information to the Promoter by emailing privacy.au@samsung.com. These Terms and Conditions incorporate the Promoter's privacy policy and by entering the competition, 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. TP22/01588</p> <p>SA Licence No. T22/1298</p> <p>NSW Authority No. T22/01766</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. Where relevant, unique codes from any other competition cannot be used for this competition, and unique codes are void if copied, forged, stolen or interfered with. Submitted entry forms are the Promoter's property. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering this competition. If you enter using automatically generated entries, automated Google searches or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

Prizes

- 3 Prize/s and all elements of prize/s must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. 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 mobile or data plans, installation/connection 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.

General

- 6 Any failure by you to comply with the conditions imposed by the Promoter may result in the prize being cancelled or withdrawn without liability for the Promoter. .
- 7 If you or your entry are deemed by the Promoter to breach these Terms and Conditions, your entry may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries (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.
- 8 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 automate or 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.
- 9 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 10 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.
- 11 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.
- 12 If publication will take place your full address not be published.
- 13 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.
- 14 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

- 15 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 16 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).
- 17 Without limiting the previous paragraph, 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). Unless otherwise specified, prize/s will only be delivered to addresses in Australia.

- 18 This competition is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram or Twitter. You provide your information to the Promoter and not to these social media platforms. You completely release these social media platforms from any and all liability.