# **"SAMSUNG PARADIGM" PROMOTION**

### **TERMS AND CONDITIONS**

- 1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
- 2. Entry is only open to Australian residents aged 18 years or over.
- 3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. 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 1<sup>st</sup> cousin.
- 4. Entries open at 10:00 am AEDST on 07/01/2025 and close at 11:59 pm AEDST on 13/02/2025 ("**Promotional Period**").
- 5. To participate and earn entries into the draw, individuals can complete any or all of the following entry options during the specified periods:

#### • Phase 1: Register for Samsung Unpacked

Earn five (5) entries by registering for the 2025 Samsung Unpacked event between 07/01/2025 and 11:59 pm AEDST on 22/01/2025. To register, visit <u>https://www.samsung.com/au/unpacked</u>, access the 'Unpacked' registration form, provide the requested details, and submit.

For clarity, Samsung Unpacked is a biannual event showcasing new mobile devices, including smartphones, tablets, and wearables. Entrants can only register for Samsung Unpacked once and therefore a maximum of five (5) entries per person will be awarded per person for Phase 1.

## • Phase 2: Pre-Order the Device

Earn twenty-five (25) entries by pre-ordering the Samsung Paradigm device ("**Device**") between 23/01/2025 and 11:59 pm AEDST on 13/02/2025.

- For online pre-orders on Samsung.com or in-store from Samsung branded retail stores: Entries will be automatically allocated upon purchase. For clarity this only applies to online pre-orders which have been made via the official Australian Samsung website (Samsung.com.au) or in-store pre-orders which have been purchased from official Samsung branded retail stores;
- For pre-orders through an authorised Samsung retailer's physical store or online store: Visit http://www.galaxypass.com.au, complete the entry form, and provide the requested details, including the Order Confirmation or Invoice Number. For clarity pre-orders must be via an Australian authorised Samsung retailer that will be authorised to stock the Device.
- Further a maximum of twenty five (25) entries will be permitted per person for Phase 2 regardless of how many Devices pre-ordered between 23/01/2025 and 11:59 pm AEDST on 13/02/2025.

## • Phase 3: Comment on Social Media

Earn up to three (3) entries by completing all of the three (3) following steps: 1. Commenting the hashtag "#GalaxyAI"

- 2. Tag a friend/s
- 3. Follow the official Samsung Australia account

On the promotional post on any of the following three (3) social media platforms during the Promotional Period:

- Instagram @samsungau
- o Tiktok @samsungau
- Twitter X @samsungau

Each completed social entry counts as one (1) entry per platform (i.e. if multiple social entries are made on a single platform, only one (1) entry for that platform will be earned), with a maximum of four (4) entries available per person for Phase 3. For clarity Phase 3 does not require participation in Phases 1 or 2.

- 6. Entrants that make a pre-order for the purposes of Phase 2 must retain their purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the product pre-ordered, store of purchase and that the pre-order was made during the relevant Phase 2 period but prior to entry.
- 7. Entrants that submit an entry via Social Media during Phase 3 agree that they are fully responsible for their comments submitted via the promotion ("Content"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that: (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication; (b) their Content shall not cause injury or harm to any person or entity; and (c) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.
- 8. The Promoter, reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 9. Incomplete, indecipherable or illegible entries will be deemed invalid.
- 10. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
- 11. The draw will take place at Anisimoff, 3 Amy Close, Wyong NSW 2259 at 12:00pm (noon) AEDST on 27/02/2025, in the presence of an independent scrutineer. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified in writing within

seven (7) days via email if their entry was submitted via Phase 1 or 2 and/or via the relevant social media platform if their entry was via Phase 3. Winners' details (first initial, surname and postcode) will be published online at <u>www.galaxypass.com.au</u>, and on the Promoter's various social media platforms as listed in Phase 3, on 06/03/2025.

- 12. The Promoter's decision is final and no correspondence will be entered into.
- 13. The first four (4) valid entries drawn will each win a \$25,000 Free-2-Travel travel voucher.
- 14. Any ancillary costs associated with redeeming the Free-2-Travel travel voucher are not included. Any unused balance of the Free-2-Travel travel voucher will not be awarded as cash. Redemption of the Free-2-Travel travel voucher is subject to any terms and conditions of the issuer including those specified on the Free-2-Travel travel voucher and below.
- 15. All travel is subject to availability at all times and may be dependent on select seat class with airlines or specific room category availability with an accommodation partner. Voucher must be redeemed and used by 25/02/2026. All bookings and documentation regarding the prize must be made via Free-2-Travel Holidays Pty Ltd or their agents. Redeeming the prize is conditional on acceptance of the terms and conditions of travel as detailed by Free-2-Travel Holidays Pty Ltd and the airline carriers in accordance with normal travel practices. Winner is responsible for any amendment fees issued by airlines or suppliers once booking is confirmed and ticketed. Winner is responsible for any additional taxes and/or resort fees associated with the chosen accommodation, unless otherwise stated. Travel Vouchers are not redeemable for cash. If a booking is made independently no reimbursement by Free 2 Travel will be made. Booking fees may apply to your bookings. What is not included in your travel voucher: Passports / Visa cost, Vaccination, Medications or Gratuities. Cancellation, change/amendment fees will apply. If you miss any element on your trip, any fees associated with the rebook will be at your own expense. Car hire insurances will be at your own expense upon pick up. Travel voucher is only redeemable for flights, accommodation, tours, transfers, car hire, attractions, concerts, travel insurance. A travel voucher cannot be redeemed at tourist parks, restaurants, or general retail store purchases.
- 16. Subject to the unclaimed prize draw clause, if for any reason a winner does not take / redeem a prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
- 17. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- 18. Total prize pool value is AUD \$100,000. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 19. A draw for any unclaimed prizes may take place on 31/03/2025 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing within seven (7) days via email if their entry was submitted via Phase 1 or 2 and/or via the relevant social media platform if their entry was via Phase 3. Winners' details (first initial, surname and postcode) will be

published online at <u>www.galaxypass.com.au</u>, and on the Promoter's various social media platforms as listed in Phase 3, on 07/04/2025.

- 20. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 21. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
- 22. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
- 23. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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.
- 24. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.
- 25. As a condition of accepting a prize, the winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
- 26. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <a href="https://www.samsung.com/au/info/privacy/">https://www.samsung.com/au/info/privacy/</a>. In addition to any use that may be outlined

in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter may disclose PI outside of Australia. By entering the promotion, entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.

- 27. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Twitter Terms of Service at <a href="https://twitter.com/tos">https://twitter.com/tos</a>, the Instagram Terms of Use, which can be found at <a href="http://instagram.com/about/legal/terms">http://instagram.com/about/legal/terms</a> and the TikTok Terms of Service, which can be viewed at <a href="https://www.tiktok.com/legal/page/row/terms-of-service/en">https://www.tiktok.com/legal/page/row/terms-of-service/en</a>.
- 28. This promotion is in no way sponsored, endorsed or administered by, or associated with, Twitter, Instagram or TikTok. Entrants understand that they are providing their information to the Promoter and not to Twitter, Instagram or TikTok. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Twitter, Instagram or TikTok. Twitter, Instagram or TikTok will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.
- 29. The Promoter is Samsung Electronics Australia Pty Ltd (ABN 63 002 915 648) of 3 Murray Rose Avenue, Sydney Olympic Park, NSW 2127, telephone 1300 362 603.

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