

**SAMSUNG 2024 SOUND 100-DAY MONEY BACK GUARANTEE OFFER  
TERMS AND CONDITIONS**

1. Instructions on how to claim and the offer form part of these terms and conditions ("**Terms and Conditions**"). Participation in this "Samsung 2024 Sound 100-Day Money Back Guarantee Offer" ("**Offer**") is deemed acceptance of these Terms and Conditions. This Offer is not valid in conjunction with any other offer.
2. The promoter is Samsung Electronics Australia Pty Ltd ABN 63 002 915 648 of 3 Murray Rose Avenue, Sydney Olympic Park, NSW 2127 ("**Promoter**" or "**Samsung**").
3. The Offer commences at 9:00am (AEST) on 01 June 2024, and closes at 11:59pm (AEST) on 30 June, 2025 ("**Offer Period**"). The Offer Period may be extended by the Promoter in its absolute discretion.
4. The Refund must be claimed through <https://www.samsung.com/au/mbg/> (for purchases made through the Samsung Online Store (<http://shop.samsung.com/au/>)) or through a Participating Retail Store (for purchases made through a Participating Retail Store), in strict accordance with these Terms and Conditions.

**Definitions**

5. For the purpose of these Terms and Conditions:
  - a) "**EFT**" means an electronic funds transfer to the Australian bank account nominated by the Eligible Claimant via the Resolution Confirmation Form (defined further below) and in accordance with these Terms and Conditions;
  - b) "**Participating Product**" means the Samsung products set out in the table below:

| <b>Product Name</b>        | <b>Model Code</b> |
|----------------------------|-------------------|
| The Music Frame            | HW-LS60D/XY       |
| HW-Q990D Q-Series Soundbar | HW-Q990D/XY       |
| HW-Q930D Q-Series Soundbar | HW-Q930D/XY       |
| HW-Q800D Q-Series Soundbar | HW-Q800D/XY       |
| HW-Q700D Q-Series Soundbar | HW-Q700D/XY       |
| HW-Q600C Q-Series Soundbar | HW-Q600C/XY       |
| HW-S800D S-Series Soundbar | HW-S800D/XY       |
| HW-S801D S-Series Soundbar | HW-S801D/XY       |
| HW-S60D S-Series Soundbar  | HW-S60D/XY        |

|                           |            |
|---------------------------|------------|
| HW-S61D S-Series Soundbar | HW-S61D/XY |
|---------------------------|------------|

For clarity, the definition of a Participating Product expressly excludes "C grade" or "seconds" products, second-hand, refurbished or demonstration products, and any costs, fees, expenses or liability of any description to pay any amount for installation, insurance, warranty or extended warranty, financing, delivery or any other cost which is, at the determination of the Promoter in its absolute discretion, additional or ancillary to the model specified above;

c) **"Participating Retail Store"** means the Retail Stores set out in the table below:

|  |                      |
|--|----------------------|
| Samsung Retail Stores                  | VideoPro             |
| Harvey Norman                          | Joyce Mayne          |
| JB Hi-Fi                               | Domayne              |
| Bing Lee                               | Betta Home Living    |
| Winning Appliances / Appliances Online | Costco               |
| Bi-Rite                                | Retravisio / Dorsett |

Online bidding or auction websites (including [www.ebay.com.au](http://www.ebay.com.au)) or any unauthorised retailers which are not listed in the table above are expressly excluded. Samsung's Enhanced Partnership Portals are also expressly excluded from this Promotion. The Promoter recommends that prior to purchasing a Participating Product, the customer verify with the retailer that the retailer is authorised by Samsung to participate in this Offer. "Samsung Retail Stores" means a Samsung-branded physical store, or studio in Australia, a list of which is available at the URL: [www.samsung.com.au/samsungstore](http://www.samsung.com.au/samsungstore)

d) **"Purchase"** means payment in full (through the Samsung Online Store or a Participating Retail Store) of the Participating Product during the Offer Period; and

e) **"Refund"** means:

- a. an EFT equal to the amount, in AUD, that the Participating Product was purchased for, including GST, as shown on the original tax invoice of the Participating Product (for purchases made through the Samsung Online Store); or
- b. an amount equal to the amount, in AUD, that the Participating Product was purchased for, including GST, as shown on the original tax invoice of the Participating Product (for purchases made through a Participating Retail Store).

#### Eligibility and claims

6. To be eligible to claim the Refund, a claimant must:

- a) be aged 18 years old or over and be a natural person (and for clarity not a company, business or organisation of any description, or an employee of the Promoter, a Participating Retail Store or any agency associated with this Offer);
  - b) be an Australian resident, with an Australian residential address;
  - c) Purchase a Participating Product from either the Samsung Online Store (<http://shop.samsung.com/au/>) or a Participating Retail Store during the Offer Period;
  - d) For purchases made through the Samsung Online Store, visit <https://www.samsung.com/au/mbg/> and follow the prompts to the online claim form (the "**Online Claim Form**"), and:
    - i. input all requested details, including the Eligible Claimant's, full name, address, contact telephone number, email address, collection address, order number provided at the time the Participating Product is purchased ("**Order Number**"), and explanation of the reason for the refund request;
    - ii. submit the fully completed Online Claim Form within one hundred (100) days of purchasing the Participating Product.
  - e) For purchases made through a Participating Retail Store, an Eligible Claimant must:
    - i. return the Participating Product to its place of purchase within one hundred (100) days of purchasing the Participating Product;
    - ii. provide the Participating Retail Store with a copy of the original receipt for the purchase of their Participating Product; and
    - iii. provide the Participating Retail Store with the original card that was used to make the purchase. The refund will be paid into the original card that the customer used at the time of purchase (if within the 100 day period);
    - iv. if the product has been purchased on the retailer website, then the customer will need to follow the Participating Retailer's normal online returns process as dictated on their website, including collection of the participating product and any associated costs involved (each, an "**Eligible Claimant**").
7. For purchases made through the Samsung Online Store, following submission of an Online Claim Form, a claimant (whether or not an Eligible Claimant) will receive a unique claim reference number ("**Unique Claim Reference Number**") (subject to validation of their Online Claim Form).
  8. Within 14 days of receiving a Unique Claim Reference Number, an Eligible Claimant will receive an email prompting them to nominate an eligible pick up date for collection of the Participating Product.
  9. For purchases made through a Participating Retail Store, the Promoter will arrange for the collection of the Participating Product from the Participating Retail Store (at its own cost).
  10. Once the Participating Product is received by the Promoter, the Promoter will then arrange for the Eligible Claimant to receive the Refund (less, as determined by the Promoter, in its sole discretion, any monies required to account for any damage to the Participating Product, or any missing manuals or accessories).
  11. All claims must be carried out by the actual purchaser of the Participating Product. Claims or registrations by any other person will not be accepted.

#### **Order number**

12. For purchases made through the Samsung Online Store, the Promoter will validate the Order Number submitted by each Eligible Claimant and will inform an Eligible Claimant who has provided an invalid

order number by email. The Eligible Claimant will have fourteen (14) days from the date of that email to provide a valid order number.

13. The Promoter reserves the right to invalidate any claims if the claimant has failed to provide a valid tax invoice within fourteen (14) days of notification of an invalid tax invoice by the Promoter.

#### **Claim validity**

14. If the Promoter requires any further information to validate a submitted Online Claim Form, the Promoter will inform the claimant by email. The claimant will then have fourteen (14) days from the date of the notification email to provide the requested information to the Promoter, unless expressly stated otherwise in the notification email. The Promoter may, in its absolute discretion, invalidate any claim if the relevant claimant fails to provide the further requested information within fourteen (14) days of the notification email by the Promoter.
15. The Offer and/or any time period that claimants have to make claims and provide further information may be extended in the Promoter's absolute discretion.
16. The Promoter reserves the right, at any time, to verify the validity of claims and Eligible Claimants (including a claimant's identity, contact number and place of residence and tax invoice) to disqualify any claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process.
17. Incomplete, indecipherable or illegible claims will be deemed invalid. Eligible Claimants are responsible for ensuring their correct contact number, email address, bank account details and address details are provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should an otherwise Eligible Claimant fail to receive the Refund because of a failure to provide correct details or to notify of a change to those details, or for providing an invalid tax invoice.
18. Multiple claims for a Refund are permitted, subject to the following:
  - a) only one (1) claim is permitted per Participating Product; and
  - b) each claim must be submitted separately and in accordance with these Terms and Conditions.

#### **Refund**

19. For purchases made through a Participating Retailer, an Eligible Claimant will receive a Refund from the Participating Retailer, provided that the Participating Product:
  - a) have been used under normal conditions in the application for which the Participating Product is intended and maintained in accordance with the instructions provided;
  - b) not be damaged, including, without limitation, cosmetic damage such as scratches or dents; and
  - c) includes all components, manuals and accessories provided at the time of Purchase\*.
20. For purchases made through the Samsung Online Store, the Participating Product collected by Samsung from an Eligible Claimant must:
  - a) has been used under normal conditions in the application for which the Participating Product is intended and maintained in accordance with the instructions provided;
  - b) is not damaged, including, without limitation, cosmetic damage such as scratches or dents; and
  - c) include all components, manuals and accessories provided at the time of Purchase\*

*\* Returns will not be accepted if any components, manuals and/or accessories provided at the time of purchase are missing*

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21. If the Participating Product is not returned in accordance with clause 20 above, the Promoter may, in its absolute discretion, either refuse to provide a Refund or reduce it to take into account the cost of repair for any damage caused to the Participating Product, or any missing manuals or accessories.
22. For purchases made through the Samsung Online Store, Eligible Claimants will be notified by email to their nominated email address that their claim has been deemed valid within a reasonable period of time. Samsung will then arrange for the Participating Product to be collected from the Eligible Claimant and returned to Samsung at its own cost. Once the Participating Product is received, the Promoter will then arrange for the Eligible Claimant to receive the Refund (less, as determined by the Promoter, in its sole discretion, any monies required to account for any damage to the Participating Product, or any missing manuals or accessories).
23. EFT payments will only be made into an Australian bank account. The Promoter is not liable for any EFT payment not being made to, or received by, an Eligible Claimant because the Eligible Claimant does not hold an Australian bank account.
24. If an Eligible Claimant becomes aware that they have submitted incorrect bank account information, the Eligible Claimant must immediately notify the Promoter of the Eligible Claimant's error and provide correct bank account information. If an EFT is made to a bank account which was erroneously submitted by an Eligible Claimant, the Promoter will attempt to reverse the EFT, which, if reversed, will be credited to the Promoter, which will then make an EFT to the Eligible Claimant's resubmitted bank account. The Promoter does not warrant or represent that it will be able to effect an EFT reversal and each Eligible Claimant agrees that if they submit incorrect bank account information, and a Refund is paid to an incorrect bank account, the Refund may be forfeited.
25. For purchases made through the Samsung Online Store, the Promoter will process each Refund within forty-five (45) days of receipt of the Participating Product. The Eligible Claimant may need to allow further time for the funds to be cleared by their bank.

## **Privacy**

26. Samsung collects personal information in order to conduct the Offer and may, for this purpose, disclose such information to third parties, including, but not limited to, agents, contractors, service providers, offer suppliers and, as required, to Australian regulatory authorities. Validity of a claim is conditional on providing this information. Samsung may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning a claimant. Claimants acknowledge that the information they provide will be collected by or on behalf of Samsung and may be disclosed to other group companies and to third parties that help Samsung deliver its 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 Singapore, Korea and the Philippines. Claimants acknowledge that by giving consent to the disclosure of his/her personal information to the overseas recipients, Samsung will not 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, the claimant acknowledges that in providing their consent, Samsung will not be accountable under the *Privacy Act 1988* (Cth) and the claimant will not be able to seek redress under the *Privacy Act 1988* (Cth). However, where practicable in the circumstances, Samsung will take reasonable steps to ensure that overseas recipients use and disclose such information in a manner consistent with Samsung's privacy policy. Claimants should direct any request to access, update or correct information to Samsung's Privacy Officer at the details provided below. These Terms and Conditions are deemed to incorporate Samsung's privacy policy and by claiming under the Offer (whether or not as an Eligible Claimant), each claimant accepts the terms and conditions of Samsung's privacy policy. For further details see [www.samsung.com/au/info/privacy.html](http://www.samsung.com/au/info/privacy.html).

## **General**

27. For purchases made through a Participating Retail Store, each Eligible Claimant is required to return the Participating Product to their Participating Retail Store, at the Eligible Claimant's cost. Any returns to a Participating Retail Store will need to be in accordance with their normal returns process as outlined on the Participating Retail Store's website.
28. The Refund is not transferable or exchangeable and may be claimed only by the Eligible Claimant who Purchased the Participating Product.

29. If this Offer 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law, to: (a) disqualify any Eligible Claimant; or (b) modify, suspend, terminate or cancel the Offer, as appropriate.
30. Any cost associated with accessing the Promoter's website for the purpose of registering a claim, and all ancillary costs in completing the Online Claim Form, are each Eligible Claimant's responsibility and is dependent on the internet service provider used. The Promoter makes no guarantee of the availability of its web services and will not be held responsible for interruption of service that may interfere with the ability to participate in the Offer or to receive an EFT.
31. Subject to clause 32, the Promoter (including its officers, employees and agents) will not be liable for the following: (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 claim, original purchase documentation or Refund 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 the Refund value to that stated in these Terms and Conditions; (e) any tax liability incurred by an Eligible Claimant; or (f) any costs or expenses incurred by an Eligible Claimant in relation to returning a Participating Product to a Participating Retail Store.
32. Nothing in these Terms and Conditions is intended to exclude, restrict or modify any consumer rights under the *Competition and Consumer Act 2010* (Cth) ("**CCA**") or any other legislation which may not be excluded, restricted or modified by agreement.
33. These Terms and Conditions are governed by the laws of New South Wales. Each claimant submits to the non-exclusive jurisdiction of the courts of New South Wales.

**Customer support: 1300 362 603**