

## Samsung Galaxy Buds Pro/Live Complimentary Case and 30 Day 'Satisfaction Guarantee' (Promotion)

### Terms and Conditions (T&Cs)

<b>Promotion</b>	Eligible Entrants who purchase a Participating Product on the Samsung Online Store during the Promotional Period will be eligible: (a) to receive a Gift; and (b) the 30 Day 'Satisfaction Guarantee', subject to these T&Cs.																											
<b>Eligible Entrants</b>	Australian residents aged 18 years and over who purchase a Participating Product from the Samsung Online Store during the Promotional Period.																											
<b>Participating Products</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #333; color: white;"> <th style="width: 25%;">Model</th> <th style="width: 25%;">SKU</th> <th style="width: 25%;">Colour</th> <th style="width: 25%;">RRP</th> </tr> </thead> <tbody> <tr> <td rowspan="5" style="text-align: center;">Galaxy Buds Live</td> <td>SM-R180NZKAASA</td> <td>Mystic Black</td> <td rowspan="5" style="text-align: center;">\$319</td> </tr> <tr> <td>SM-R180NZNAASA</td> <td>Mystic Silver</td> </tr> <tr> <td>SM-R180NZWAASA</td> <td>Mystic White</td> </tr> <tr> <td>SM-R180NZBAASA</td> <td>Mystic Blue</td> </tr> <tr> <td>SM-R180NZRAASA</td> <td>Mystic Red</td> </tr> <tr> <td rowspan="3" style="text-align: center;">Galaxy Buds Pro</td> <td>SM-R190NZKAASA</td> <td>Phantom Black</td> <td rowspan="3" style="text-align: center;">\$349</td> </tr> <tr> <td>SM-R190NZSAASA</td> <td>Phantom Silver</td> </tr> <tr> <td>SM-R190NZVAASA</td> <td>Phantom Violet</td> </tr> </tbody> </table> <p>Participating Products are sold with accessories, including a charging dock.</p> <p>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 models listed in the table above.</p> <p><u>Note:</u> Please note that each Participating Product is a certified product of Samsung Electronics Australia. Further information on the benefits of purchasing Australian models can be found at <a href="http://www.samsung.com/au/made-for-australia">www.samsung.com/au/made-for-australia</a>.</p>	Model	SKU	Colour	RRP	Galaxy Buds Live	SM-R180NZKAASA	Mystic Black	\$319	SM-R180NZNAASA	Mystic Silver	SM-R180NZWAASA	Mystic White	SM-R180NZBAASA	Mystic Blue	SM-R180NZRAASA	Mystic Red	Galaxy Buds Pro	SM-R190NZKAASA	Phantom Black	\$349	SM-R190NZSAASA	Phantom Silver	SM-R190NZVAASA	Phantom Violet			
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<b>Purchase Price</b>	The Purchase Price for the Participating Products is the price displayed on the Samsung Online Store during the Promotional Period.																											
<b>Samsung Online Store</b>	<p>a) The "Samsung Online Store" means Samsung's official e-store accessible via the URL <a href="https://shop.samsung.com/au/">https://shop.samsung.com/au/</a></p> <p>b) "Samsung Online Store" does not mean Samsung's Enhanced Partnership Portals, Samsung's Government Store (<a href="https://shop.samsung.com/au/multistore/aepp/government_au/login/multistore">https://shop.samsung.com/au/multistore/aepp/government_au/login/multistore</a>) Samsung Business Store (<a href="https://shop.samsung.com/au/business/login/business">https://shop.samsung.com/au/business/login/business</a>) and Samsung Education Store (<a href="https://shop.samsung.com/au/multistore/aepp/samsung_education_au/login/multistore">https://shop.samsung.com/au/multistore/aepp/samsung_education_au/login/multistore</a>).</p> <p>c) For the avoidance of doubt, online bidding and auction websites (e.g. <a href="http://www.ebay.com.au">www.ebay.com.au</a>) are not participating online stores for the purposes of the Promotion</p>																											
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<b>Gift</b>	<p>Eligible Entrants who purchase a Participating Product are entitled to 1 x Gift which corresponds to the Participating Product that they Purchased, as outlined below.</p> <p>Eligible Entrants will be prompted to select a Gift during the checkout process when they Purchase the Participating Product in accordance with these terms and conditions. If the nominated Gift is unavailable, Samsung reserves the right to substitute the requested Gift with an alternative product of equal or lesser value (subject to stock availability). Samsung will endeavour to deliver the Gift at the same time as the delivery of a Participating Product, however delivery could be delayed.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #333; color: white;"> <th style="width: 30%;">Gift</th> <th style="width: 30%;">SKU</th> <th style="width: 40%;">RRP</th> </tr> </thead> <tbody> <tr> <td>Protective Case</td> <td>EF-PR190CBEGWW</td> <td style="text-align: right;">\$39.00</td> </tr> <tr> <td>Buds Live Case - Minions</td> <td>GP-FGR180AMAYW</td> <td style="text-align: right;">\$49.00</td> </tr> <tr> <td>Buds Live Case - Goal Studio</td> <td>GP-FPR180HIBOW</td> <td style="text-align: right;">\$45.00</td> </tr> <tr> <td>Buds Live Case - Minnie</td> <td>GP-FPR180HIBPW</td> <td style="text-align: right;">\$45.00</td> </tr> <tr> <td>Buds Live Case - Goal Studio</td> <td>GP-FPR180HIBQW</td> <td style="text-align: right;">\$45.00</td> </tr> <tr> <td>Buds Live Case - Goal Studio</td> <td>GP-FPR180HIBRW</td> <td style="text-align: right;">\$45.00</td> </tr> <tr> <td>Buds Live Case - Mickey</td> <td>GP-FPR180HIBWW</td> <td style="text-align: right;">\$45.00</td> </tr> <tr> <td>Buds Live Case - Clear Cover</td> <td>GP-FPR180KDATW</td> <td style="text-align: right;">\$24.00</td> </tr> </tbody> </table>	Gift	SKU	RRP	Protective Case	EF-PR190CBEGWW	\$39.00	Buds Live Case - Minions	GP-FGR180AMAYW	\$49.00	Buds Live Case - Goal Studio	GP-FPR180HIBOW	\$45.00	Buds Live Case - Minnie	GP-FPR180HIBPW	\$45.00	Buds Live Case - Goal Studio	GP-FPR180HIBQW	\$45.00	Buds Live Case - Goal Studio	GP-FPR180HIBRW	\$45.00	Buds Live Case - Mickey	GP-FPR180HIBWW	\$45.00	Buds Live Case - Clear Cover	GP-FPR180KDATW	\$24.00
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<b>Purchase</b>	Participating Products must be ordered from the Samsung Online Store by payment in full or a contract or rental payment plan with a term of at least twelve (12) months or more.																											

	Purchase excludes: (i) rental payment plans with a term of less than twelve (12) months; (ii) lay-buys; and (iii) commercial or business transactions.
<b>30 Day 'Satisfaction Guarantee'</b>	<p>Within 30 days of Purchase, each Eligible Entrant is entitled to claim a refund to the value of the Purchase Price, provided the Eligible Entrant return the Participating Product and Gift to Samsung:</p> <ul style="list-style-type: none"> <li>(a) in full working condition; and</li> <li>(b) with no physical damage (including scratches or markings).</li> </ul> <p>Eligible Entrants will not be required to return original packaging.</p> <p>To claim a refund, an Eligible Entrant must:</p> <ul style="list-style-type: none"> <li>(a) contact Samsung by way of phone (1300 362 603, option 9 and option 4) or online by way of the 'Chat' function published on Samsung's support website (<a href="mailto:onlinesupport@samsung.com">onlinesupport@samsung.com</a>);</li> <li>(b) provide all reasonable information required of the Eligible Entrant to enable Samsung to prepare a return order for the Participating Product and Gift; and</li> <li>(c) follow Samsung's instructions to deliver the Participating Product and Gift to Samsung.</li> </ul> <p>Upon the Participating Product and Gift being received by Samsung, Samsung will assess the Participating Product and Gift received and if satisfied of its condition, arrange for a refund to be processed for the benefit of the Eligible Entrant.</p> <p>Samsung reserves the right to refund a portion and not the full Purchase Price, in its absolute discretion.</p>
<b>Other Matters</b>	<ul style="list-style-type: none"> <li>(a) Participation in this Promotion is deemed acceptance of these T&amp;Cs</li> <li>(b) This Promotion is not valid in conjunction with any other Samsung offer or promotion</li> <li>(c) This Promotion is available only to individuals and is not open to companies, businesses, commercial ventures, organisations or anyone acting on their behalf. This does not prevent an individual on a business phone plan from entering the Promotion</li> <li>(d) There is a limit of one (1) Gift per Participating Product purchased</li> <li>(e) All prices quoted in these T&amp;Cs are inclusive of GST</li> <li>(f) The Gift is not transferable, exchangeable or redeemable for cash</li> <li>(g) If this Promotion is interfered with or cannot be conducted as planned, Samsung may disqualify any entrant and/or modify, suspend or terminate the Promotion as applicable</li> <li>(h) The Promotional Period may be extended in Samsung's absolute discretion</li> <li>(i) The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant's identity, contact number and place of residence, tax invoice and serial number) using all other information available to the Promoter, and 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. The Promoter's decision is final and no correspondence will be entered into. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.</li> <li>(j) Eligible Entrants are responsible for ensuring their correct contact number, email address and address details are provided and any updated details are notified to the Promoter.</li> <li>(k) Notwithstanding clause (l), the Promoter (including its 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, including, but not limited to, where arising out of 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 Gift that is late, lost, 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 Gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) any use of the Gift.</li> <li>(l) Nothing in these Terms and Conditions is intended to exclude, restrict or modify any consumer rights under the <i>Competition and Consumer Act 2010</i> (Cth) ("<b>CCA</b>") or any other legislation which may not be excluded, restricted or modified by agreement. If the CCA or any other legislation implies a condition, warranty or term into the Terms and Conditions or provides statutory guarantees in connection with these Terms and Conditions, in respect of goods and services supplied (if any), the Promoter's liability for breach of such a condition, warranty, other term or guarantee is limited to (at the Promoter's election), to the extent it is able to do so: (a) in the case of supply of goods, the Promoter doing any one or more of the following: (i) replacing the goods or supplying equivalent goods; (ii) repairing the goods; (iii) paying the cost of replacing the goods or of acquiring equivalent goods; and/or (iv) paying the cost of having the goods repaired; or (b) in the case of supply of services, the Promoter doing either or both of the following: (i) supplying the services again; and/or (ii) paying the cost of having the services supplied again.</li> <li>(m) These Terms and Conditions are governed by the laws of New South Wales. Entrants submit to the non-exclusive jurisdiction of the courts of New South Wales.</li> </ul>
<b>Privacy/the Promoter</b>	Samsung (or third parties on its behalf) may collect personal information to conduct the Promotion and disclose such information to third parties for this purpose, including agents, contractors, service providers and offer suppliers. Validity of an eligible entry is conditional on providing this information. Some of these entities may be 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. All entrants consent to their personal information being collected and stored for this purpose in accordance with Samsung's privacy policy available at <a href="http://www.samsung.com/au">www.samsung.com/au</a> , which forms part of these T&Cs.
<b>Samsung</b>	Samsung Electronics Australia Pty Ltd (ACN 002 915 648) 3 Murray Rose Avenue, Sydney Olympic Park NSW 2127, Australia
<b>Promotion Support</b>	Email <a href="mailto:onlinesupport@samsung.com">onlinesupport@samsung.com</a> call 1300 362 603 option 9 + option 4

Version Updated: 5<sup>th</sup> Feb

**Short form Disclaimer**

\*Offer ends 08.03.2021. While stocks last. Samsung Online Store only. T&Cs apply see <https://www.samsung.com/au/galaxy-buds-pro-live-case-30DSG-terms>

**Longer form Disclaimer**

Bonus Galaxy Buds Case applies to the Galaxy Buds Live and Galaxy Buds Pro purchased from Samsung Online Store (<https://shop.samsung.com/au/>) from 08<sup>th</sup> February to 08<sup>th</sup> March 2021. 30 Day 'Satisfaction Guarantee' must be claimed within 30 days of purchase. Offers excludes Samsung Enhanced Partnership Portals, Samsung Government Store, Samsung Business Store and Samsung Education Store. Not available in conjunction with any other offer unless otherwise advised. Gift is not transferable, exchangeable or redeemable for cash. Offers available while stocks last. These offers (including the offer period) may be modified in Samsung's sole discretion. Offer subject to Samsung Online Store's [Terms of Sale](#). Email [onlinesupport@samsung.com](mailto:onlinesupport@samsung.com) or call 1300 362 603 option 9 + option 4 for questions regarding this offer. For Full T&C s visit <https://www.samsung.com/au/galaxy-buds-pro-live-case-30DSG-terms>