

**Samsung Pay eftpos Make 3 Transactions To Go Into The Draw To Win 2021
Terms & Conditions**

Introductory

1. Instructions on how to participate in the Promotion form part of these terms and conditions ("**Terms and Conditions**").
2. Participation in this "Samsung Pay eftpos Make 3 Transactions And To Go Into The Draw To Win 2021" ("**Promotion**") is deemed acceptance of these Terms and Conditions. Entries will only be accepted during the Promotion Period and will be deemed to be received only when received by the Promoter.
3. This Promotion is not valid in conjunction with any other promotion or offer.
4. This Promotion is authorised under ACT permit No. TP 21/01823, NSW Authority No. TP/00880 and SA Licence No. T21/1637.
5. The promoter is Samsung Electronics Australia Pty Ltd (ACN 002 915 648) of 3 Murray Rose Avenue, Sydney Olympic Park NSW 2127, Australia ("**Promoter**" or "**Samsung**").
6. This Promotion commences at 10:00am (AEDT) on Tuesday, 26 October 2021 and ends at 11:59pm (AEDT) on Monday, 20 December 2021 ("**Promotional Period**").
7. The Promotional Period may be extended or modified in Samsung's absolute discretion, subject to any necessary approval by the state/territory gaming authorities.

Definitions

8. For the purpose of these Terms and Conditions:
 - a) "**Eligible Device**" means a Samsung smartphone device listed on www.samsung.com/au/apps/samsungpay/use-on-galaxy and compatible with Samsung Pay in Australia. Samsung wearable devices are not currently supported in reference to the eftpos network.
 - b) "**IMEI Number**" means the unique 15-digit serial number known as the International Mobile Equipment Identity number in relation to an Eligible Device.
 - c) "**Samsung Account**" has the meaning described in clause 9e) of these Terms and Conditions.
 - d) "**Samsung Pay**" means versions 2.7.15, 2.6.14, 2.5.57, 2.4.33, 2.0.32 or above of Samsung's mobile application known as 'Samsung Pay' in Australia.
 - e) "**Valid Purchase**" means a purchase made by an Eligible Entrant during the Promotional Period using Samsung Pay connected to the Eligible Entrant's Samsung Account with an eftpos eligible bank/issuer card (eligible eftpos issuers can be found at www.samsung.com/au/offer/eftpos_SamsungPay_promotion) loaded into Samsung Pay and toggled to the eftpos network using the Samsung Pay application connected to the Eligible Entrant's Samsung Account.
 - f) "\$" is a reference to Australian Dollars.

Eligibility and Entries

9. To be eligible to win a prize, an Eligible Entrant must, during the Promotional Period:
 - a) be a natural person:
 - I. aged 18 years or over and be legally capable of entering into binding contracts; or
 - II. aged 13 years or over and less than 18 years and (1) be legally capable of entering into binding contracts, and (2) have received the consent of their parent or guardian permitting them to use Samsung Pay (including the consent of their parent or guardian to the Samsung Pay Terms of Service (available at www.samsung.com/au/samsungpay/policy/Samsung-Pay-Terms-of-Service.pdf);
 - b) not be a company, business, trust or organisation of any description;
 - c) be an Australian resident, with an Australian residential address and a valid email address;
 - d) download Samsung Pay onto an Eligible Device;
 - e) create an account with Samsung in their personal capacity by following the prompts on Samsung Pay or online at webapp.mysamsung.com and agreeing to any terms and conditions, complying with any requests and directions, and entering all personal information reasonably required by

- Samsung for the purposes of the Promotion, including, without limitation, the Eligible Entrant's full name, residential address, delivery address, age, email address and contact phone number ("**Samsung Account**");
- f) upload an eftpos eligible bank/issuer card and switch to the eftpos network in Samsung Pay on their Eligible Device using their Samsung Account (eligible eftpos issuers can be found at www.samsung.com/au/offer/eftpos_SamsungPay_promotion);
 - g) follow the prompts on Samsung Pay to activate and enter the Promotion, and accept these Terms and Conditions;
 - h) make 3 Valid Purchases using Samsung Pay within the Promotional Period;
 - i) comply with the Samsung Terms of Service Terms and Conditions (available at account.samsung.com/membership/terms) and the Samsung Pay Terms of Service (available at www.samsung.com/au/samsungpay/policy/Samsung-Pay-Terms-of-Service.pdf) at all times during the Promotional Period; and
 - j) follow any other reasonable directions provided by Samsung during the Promotional Period, (each eligible entry, an "**Entry**", and each eligible entrant, an "**Eligible Entrant**").
10. Eligible Entrants will have more chances to win by making more Valid Purchases throughout the Promotion Period as Eligible Entrants will automatically receive 1 x Entry once they make 3 x Valid Purchases, and then an additional 1 x Entry for every Valid Purchase they make thereafter.
 11. Eligible Entrants are responsible for ensuring that their eftpos eligible bank/issuer card has been provisioned or reprovisioned into Samsung Pay and switch to the eftpos network successfully uploaded onto Samsung Pay on their Eligible Device in such a way that purchases made during the Promotional Period are counted as Valid Purchases for the purposes of this Promotion.

Prize Determination, Prizes and Winner Notification

12. There will be 8 Weekly Prize draws conducted - 1 for each Tuesday - Monday week of the Competition Period (each a "**Competition Week**"). The draw for each Competition Week will occur at 11am (AEDT) at Gadens, Level 13, 447 Collins Street, Melbourne VIC 3000 ("**Gadens**") on the Wednesday following each Competition Week (i.e on each of 03/11/2021, 10/11/2021, 17/10/2021, 24/10/2021, 01/12/2021, 08/12/2021, 15/12/2021 and 22/12/2021).
13. The first 18 valid Entries drawn at random in each Weekly Prize draw from the entries received during the relevant Competition Week will each win a **Weekly Prize** (each a "**Winning Entrant**"). For the avoidance of doubt, if an entry has been drawn as a Winning Entrant in a Weekly Prize draw it will still be included in the Grant Prize draw.
14. "**Weekly Prizes**" are as follows:
 - a) 8 x Watch4 Classic BTH 46mm Black (SM-R890NZKAXSABlack) (1 per Competition Week), valued at \$599.00ea;
 - b) 8 x Watch4 Classic BTH 46mm Silver (SM-R890NZSAXSASilver) (1 per Competition Week), valued at \$599.00ea;
 - c) 8 x Watch4 42mm Black (SM-R880NZKAXSABlack) (1 per Competition Week), valued at \$549.00ea;
 - d) 8 x Watch4 42mm Silver (SM-R880NZSAXSASilver) (1 per Competition Week), valued at \$549.00ea;
 - e) 8 x Watch4 44mm Black (SM-R870NZKAXSABlack) (1 per Competition Week), valued at \$449.00ea;
 - f) 8 x Watch4 44mm Silver (SM-R870NZSAXSASilver) (1 per Competition Week), valued at \$449.00ea;
 - g) 8 x Watch4 44mm Green (SM-R870NZGAXSAGreen) (1 per Competition Week), valued at \$449.00ea;
 - h) 8 x Watch4 40mm Black (SM-R860NZKAXSABlack) (1 per Competition Week), valued at \$399.00ea;
 - i) 8 x Watch4 40mm Gold (SM-R860NZDAXSAGold) (1 per Competition Week), valued at \$399.00ea;
 - j) 8 x Watch4 40mm Silver (SM-R860NZSAXSASilver) (1 per Competition Week), valued at \$399.00ea;
 - k) 16 x Buds2 White (SM-R177NZWAASA) (2 per Competition Week), valued at \$219.00ea;
 - l) 16 x Buds2 Black (SM-R177NZKAASA) (2 per Competition Week), valued at \$219.00ea;
 - m) 16 x Buds2 Olive (SM-R177NZKAASA) (2 per Competition Week), valued at \$219.00ea; and
 - n) 16 x Buds2 Violet (SM-R177NLVAASA) (2 per Competition Week), valued at \$219.00ea.
15. Weekly Prizes will be awarded each week in descending order of value. The Promoter is not responsible if a Winning Entrant does not get their preferred colour.

16. There will be one Grand Prize draw conducted. The Grand Prize draw will take place at 11am (AEDT) at Gadens on 22/12/2021.
17. The first valid entry drawn randomly in the Grand Prize draw from the entries received during the Promotional Period (including any Weekly Prize winners) will win the **Grand Prize** (also a "**Winning Entrant**").
18. The "**Grand Prize**" is valued at \$8,100.00 and consists of:
 - a) 1 x 75" QN800A Neo QLED 8K Smart TV 2021 (QA75QN800AWXXY), and
 - b) 1 x Samsung 11.1.4ch Home Theatre Soundbar (HQ-Q950A/XY).
19. The Promoter may draw additional reserve Entries in a draw and record them in order, in case a winning Entry/Eligible Entrant is deemed invalid or a prize is unclaimed ("**Reserve Entrants**").
20. Each Winning Entrant is only eligible to win one of each prize type (except SA residents).
21. The Weekly Prize pool is \$6,592.00. The total prize pool is \$60,836.00.
22. Winning Entrants will be notified within 14 days after their Entry has been drawn that they have been selected as a Winning Entrant via an email to their Samsung Account email address. This email will include further information in relation to claiming the Weekly Prize or Grand Prize (as relevant), and may, in Samsung's discretion, request reasonable information to confirm the Winning Entrant's identity and their contact information. At any time during communication with a Winning Entrant or with an entrant (whether an Eligible Entrant or otherwise), Samsung may reasonably request further information from that person.
23. All Winning Entrants will have their name and state/territory of residence published on www.samsung.com/au/offer/eftpos_SamsungPay_promotion and in the notice area within the Samsung Pay App on 23/12/2021 for a period of 28 days.
24. Samsung will endeavour to organise for delivery of prizes to Winning Entrants via the postal address provided by that Winning Entrant to Samsung, within 28 days of notification in accordance with clause 22.
25. If a Winning Entrant is not able to satisfy these Terms and Conditions, forfeits their prize, fails to accept their prize or the Promoter is, after making all reasonable attempts, unable to contact a Winning Entrant by 5pm (AEDT) on 22/03/2022, then they will be deemed to have forfeited their prize and the Promoter will re-award the relevant prize(s) to Reserve Entrant/s and/or carry out an unclaimed prize draw (as relevant to the prize) at 2pm (AEDT) on 23/03/2022 at Gadens. Any such winner(s) will be notified that they have won a prize in the same manner as Winning Entrants were notified in accordance with clause 22, will be published on www.samsung.com/au/offer/eftpos_SamsungPay_promotion and in the notice area within the Samsung Pay App on 25/03/2022 for a period of 28 days and will be considered as a Winning Entrant under these Terms and Conditions.
26. If any prize remains un-won at the end of this Promotion, or if a prize winner cannot be found, that information will be published on www.samsung.com/au/offer/eftpos_SamsungPay_promotion on 22/04/2022.
27. It is the responsibility of a Winning Entrant to:
 - a) provide correct personal information in order to receive their prize; and
 - b) to be available to receive the delivery of their prize as organised and notified by the Promoter. PO Box addresses are not accepted.
28. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter accepts no responsibility for any variation in the value of any prize. Prizes are not transferable or exchangeable and are not redeemable 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.
29. If a prize is unavailable, the Promoter, in its discretion, may substitute that prize with a prize of equal or greater value and/or specification, subject to any necessary approval by the state/territory gaming authorities.
30. A Winner is responsible for all ancillary costs associated with a prize and this Promotion, including, but not limited to, costs in connection with making the Eligible Entry and data and usage costs. Prizes do not include costs associated with connection to a telecommunications provider.
31. The Promoter is not responsible for any dispute between a Winning Entrant and any person with whom they choose, or choose not to, share a prize.
32. If any dispute arises between an entrant and the Promoter concerning the conduct of this Promotion or claiming a prize, the Promoter will take reasonable steps to consider the entrant's point of view, taking into

account any facts or evidence the entrant puts forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision is final and no correspondence will be entered into.

General

33. The Promoter reserves the right, at any time, to verify the validity of Entries and Eligible Entrants (including an Eligible Entrant's identity, age and place of residence and whether they are otherwise an Eligible Entrant or not) and to disqualify any Eligible Entrant who makes an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process, engages in any conduct that may jeopardise the fair and proper conduct of the Promotion, acts in a disruptive, annoying, threatening, abusive or harassing manner, does 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 Promotion, breaches any law or behaves in a way that is otherwise inappropriate. 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.
34. 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, fraud, government directives, pandemic, public health orders and the like, the Promoter may, subject to any necessary approval by the state/gaming authorities:
 - a) disqualify any Eligible Entrant; or
 - b) modify, suspend, terminate or cancel the Promotion, as appropriate.
35. The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
36. Samsung is not liable for any problems with communication networks. Entrants are responsible for their own costs associated with entering. Samsung reserves the right to disqualify any entrant suspected of fraud or misconduct, or if Samsung believes that entrant's entry and/or results has been manipulated in any way, including by machines or computers.
37. Subject to clause 38, 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 or prize 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 Samsung;
 - d) any variation in the value of a prize to that stated in these Terms and Conditions;
 - e) any tax liability incurred by an Eligible Entrant; or
 - f) any use of a Eligible Device or prize.
38. 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. 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 (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) supply the services again; and/or
 - ii) paying the cost of having the services supplied again.

39. By participating in this Promotion, each entrant grants to the Promoter an irrevocable, indefinite licence to use any content provided in their entry anywhere in the world for promotional, marketing or publicity purposes without remuneration, fees or royalties of any type or description.
40. This Promotion is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. Entrants provide their information to the Promoter and not to any social media platform. By entering, entrants completely release any relevant social media platforms from any and all liability.

Privacy

41. Samsung (and/or third parties on Samsung's behalf) collect personal information in order to conduct the 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 Eligible Entry is conditional on providing this information. Samsung may also, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning an Eligible Entrant.
42. Eligible Entrants acknowledge that the information provided will be collected by or on behalf of Samsung and may be disclosed to other companies within the Samsung group of companies and to third parties that help Samsung 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 Singapore, Korea, Vietnam and/or the Philippines. Eligible Entrants acknowledge that by giving consent to the disclosure of their 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, Eligible Entrants acknowledge that in providing their consent, Samsung will not be accountable under the *Privacy Act 1988* (Cth) and Eligible Entrants 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.
43. Eligible Entrants should direct any request to access, update or correct information to the Samsung's Privacy Officer by calling (02) 9763 9700 or emailing privacy.au@samsung.com. These Terms and Conditions incorporate Samsung's privacy policy and by entering the Promotion (whether or not as an Eligible Entrant), each entrant Promotion (whether or not as an Eligible Entrant) accept the terms and conditions of Samsung's privacy policy. For further details see www.samsung.com.au/info/privacy.html.

Customer Support

- **Email:** onlinesupport@samsung.com
- **Phone:** 1300 362 603