



Samsung Product Review

Terms and Conditions for Samsung Product Review Promotion (T&Cs)

PROMOTION

The Promotion is a game of chance for Prizes which may be won by Eligible Entrants who make an Eligible Entry during the Promotional Period in accordance with these T&Cs.

ELIGIBLE ENTRANTS

New Zealand residents who:

- (a) are aged 18 years and over; and
- (b) who own an Eligible Product.

For clarity, companies, businesses and organisations of any description are excluded from participating in this Promotion.

The following individuals are excluded from this Promotion:

- (a) employees of the Promoter and any agency associated with this Promotion; and
- (b) the immediate family of the above employees.

"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 first cousin.

ELIGIBLE PRODUCTS

Any Samsung product listed on the following promotion landing page purchased between 9:00AM, 1st October 2024 to 11:59PM, 31st December 2025.

<https://www.samsung.com/nz/review-sound-device/>

EXCLUDED PRODUCTS

The following products are excluded products and are not eligible under this Promotion:

- (a) non-genuine or non-New Zealand models of the Eligible Products;
- (b) "C grade" or "seconds" Eligible Products;
- (c) second-hand Eligible Products;
- (d) refurbished Eligible Products; or
- (e) demonstration Eligible Products, (together, the **Excluded Products**).

Samsung recommends that prior to purchasing an Eligible Product; entrants should verify that the product is a genuine product and a New Zealand model that is eligible for this Promotion.

ELIGIBLE ENTRY

To enter this promotion, Eligible Entrants must, within the Promotional Period 9:00AM, 1st October 2024 to 11:59PM, 31st December 2025 submit a completed, valid review for the model of Eligible Product that the

Eligible Entrant has purchased on the respective model's page, accessible via <https://www.samsung.com/nz/review-sound-device/>

(a) retain a copy of the Eligible Entrant's purchase receipt(s) for each of the Eligible Product(s) reviewed by the Eligible Entrant as proof of purchase; and

(b) comply with these T&Cs and all reasonable directions of the Promoter.

The Eligible Entrant may submit one (1) Eligible Entry per Eligible Product that the Eligible Entrant owns, pursuant to these T&Cs.

For the avoidance of doubt, all entries will be treated equally regardless of whether they include a positive or negative review.

PROMOTIONAL PERIOD (TIME IN AUCKLAND, NEW ZEALAND)

Start time and date	9:00 AM, 1 st October 2024
End time and date	11:59 PM, 31 st December 2025

PRIZE(S)

The prize is limited to the following:

Place	Product Description	Qty
1st	NZD \$1,000 Prezzy Card	One (1) per Draw
2nd	NZD \$300 Prezzy Card	One (1) per Draw
3rd	NZD \$200 Prezzy Card	One (1) per Draw

There will be one (1) draw for the Prize at the end of each quarter (see table below), as outlined below (**Draw**).

The three (3) x Prizes of the different values outlined above will be awarded to the three (3) Eligible Entries selected in the Draw each quarter, based on the order in which they are drawn (first drawn wins the 1st place prize, second drawn wins the 2nd place prize, third drawn wins the 3rd place prize).

There is a total of three (3) prizes available per quarter. Total prize pool is valued at NZD \$1,500 per quarter.

Maximum entries per Eligible Entrant	Maximum Prizes per Eligible Entrant
One (1) Eligible Entry per Eligible Product that the Eligible Entrant owns.	One (1)

DRAW

(a) The Promoter will compile all Eligible Entries received during the relevant Draw Period (see below) as soon as practicable following the relevant Draw Entry Close Date & Time (see below).

(b) At the relevant Draw Date & Time, the Promoter will draw one

(1) entry at random from all Eligible Entries received during the relevant Draw Period, such that each Eligible Entry has an equal chance of winning a Prize. As outlined above, there will be no consideration given as to whether the Eligible Entry contain reviews that are positive or negative. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.

(c) An Eligible Entrant who submitted an Eligible Entry that is drawn by the Promoter will win a Prize (each, a **Winner**). One (1) Prize per each quarter Draw.

(d) Prizes will be assigned based on the order in which the Eligible Entries are drawn e.g. the first drawn will receive 1st place as listed above.

DRAW PERIODS

DRAW	Entry Open Date & Time	Entry Close Date & Time	Draw Date & Time	Winner Notification Date	Winner Published Date
#1 (Jan)	9:00am(NZT) on Tuesday, 1 st Oct 2024	11:59pm(NZT) on Tuesday, 31 st Dec 2024	Starting 2:00pm (NZT) on Wednesday, 8 th Jan 2025	No later than Wednesday 15 th Jan 2025	Friday 31 st Jan 2025
#2 (Apr)	9:00am(NZT) on Wednesday, 1 st Jan 2025	11:59pm(NZT) on Monday, 31 st Mar 2025	Starting 2:00pm (NZT) on Wednesday, 2 nd Apr 2025	No later than Wednesday 16 th Apr 2025	Wednesday 30 th Apr 2025
#3 (Jul)	9:00am(NZT) on Tuesday, 1 st Apr 2025	11:59pm(NZT) on Monday, 30 th Jun 2025	Starting 2:00pm (NZT) on Wednesday, 9 th Jul 2025	No later than Wednesday 16 th Jul 2025	Thursday 31 st Jul 2025
#4 (Oct)	9:00am(NZT) on Tuesday, 1 st Jul 2025	11:59pm(NZT) on Sunday, 30 th Sep 2025	Starting 2:00pm (NZT) on Wednesday, 8 th Oct 2025	No later than Wednesday 15 th Oct 2025	Friday 31 st Oct 2025
#5 (Jan)	9:00am(NZT) on Wednesday, 1 st Oct 2025	11:59pm(NZT) on Wednesday, 31 st Dec 2025	Starting 2:00pm (NZT) on Wednesday, 7 th Jan 2026	No later than Wednesday 14 th Jan 2026	Friday 30 th Jan 2026

DISTRIBUTION OF PRIZE(S)

- (a) The Winners will be contacted by the Winner Notification Date listed above. The Promoter may request additional details from a Winner for the purposes of delivering the Prize via their mobile number or email address.
- (b) At any time during communication with a Winner or an entrant (whether or not an Eligible Entrant), the Promoter may reasonably request further information from that person, including to verify the identity of the entrant, that the entrant is an Eligible Entrant and that the entrant has complied with these T&Cs.
- (c) The Promoter will distribute the relevant Prizes to the Winners by email.

SECOND CHANCE DRAW

If a Winner cannot be contacted within two (2) weeks of the Promoter's reasonable attempts to contact them, is not able to satisfy these T&Cs, or fails to accept their Prize, then the Winner will be deemed to have forfeited their Prize. The Promoter may conduct a re-draw in the same way and at the same place as the original Draw, the winner/s of which will be the second chance winner/s (Second Chance Winner). The Second Chance Winner/s, if any, will be notified that they have won a Prize within seven (7) days of the draw. These T&Cs apply to a Second Chance Winner as if they were a Winner.

PUBLICATION OF WINNER(S)

The Winner will also be published on the Samsung Website at

<https://www.samsung.com/nz/review-sound-device/>

GENERAL

- (a) Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these T&Cs.
- (b) This Promotion is not valid in conjunction with any other Samsung offer or promotion, unless specified otherwise by the Promoter.
- (c) This Promotion is available to individuals only and is not open to companies, businesses, commercial ventures, organisations or anyone acting on their behalf.
- (d) There is a limit of one (1) Prize per Eligible Entrant.
- (e) The Promotional Period, Draw Entry Close Date & Time, Draw Date & Time, Draw Winner Notification Date and Draw Winner Published Date in respect of any Draw may be extended in the Promoter's absolute discretion.
- (f) Samsung excludes any costs, fees, expenses or liability of any kind paid for any installation, insurance, warranty or extended warranty, financing, delivery or any other cost which, at the determination of the Promoter in its absolute discretion, is deemed to be associated with or ancillary to the Eligible Products.
- (g) 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law, to: (a) disqualify any entrant; or (b) modify, suspend, terminate or cancel the Promotion, as appropriate.
- (h) The Promoter reserves the right to verify the validity of entries and entrants (including an entrant's identity, age, and place of residence, tax invoice and serial number) and to disqualify any entrant who submits an entry that is not in accordance with these T&Cs or who tampers with the entry process. All decisions of the Promoter are final and no correspondence will be entered into.
- (i) The Promoter, in its sole discretion, reserves the right to cancel, suspend, terminate or modify the Promotion or any part of the promotion for any reason, including but not limited to if fraud, technical failures or any other factor beyond the Promoter's reasonable control adversely affects the Promoter's ability to conduct the promotion or part of the promotion as contemplated in these terms and conditions, subject to any written directions from any regulatory authority. Any cancellation or modification to the promotion will be notified on the Promoter's website.
- (j) 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.
- (k) Incomplete, indecipherable or illegible entries will be deemed invalid. Eligible Entrants are responsible for ensuring their correct personal information is provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should an Eligible Entrant fail to receive their Prize because of a failure to provide correct details or to notify of a change to those details.
- (l) Each Winner or Second Chance Winner (if any) is responsible for all ancillary costs associated with the Prize, including, but not limited to, costs in connection with accessories, network services of any description, data charges and installation costs. Redemption of the Prize is subject to any terms and conditions of the issuer including those specified on the Prize. Any unused balance of any gift card will not be awarded as cash.

(m) Eligible Entries are deemed to have been received at the time of receipt into the Promotion database and not at the time of transmission by the entrant. Ineligible or late entries will be deemed to be invalid. No responsibility is accepted by the Promoter for late, lost, misdirected, ineligible or illegible / inaudible entries.

(n) The Promoter may, in its sole and absolute discretion, ignore any entry which it deems to be offensive or inappropriate, which includes or is suspected of including or breaching third party intellectual property rights, which is not the entrant's original work, or which otherwise fails to comply with these T&Cs.

Each Eligible Entrant acknowledges and agrees that the Promoter will own all rights and title to their entry once submitted and that the Promoter may use the reviews submitted as part of each entry for any reason including marketing and promoting the Eligible Products and/or the Promoter's business generally.

(o) The Prize is not transferable or exchangeable and is not redeemable for cash, unless otherwise specified.

(p) In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a Prize, subject to any written directions from a relevant regulatory authority.

(q) 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.

(r) Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

(s) 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.

(t) Subject to paragraph (u), the Promoter (including its officers, employees and agents) excludes all liability (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 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 Prize 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 Prize value to that stated in these T&CS; (e) any tax liability incurred by a claimant; or (f) any use of the Prize.

(u) Nothing in these Terms and Conditions is intended to exclude, restrict or modify any consumer rights under the Consumer Guarantees Act 1993 (CGA) or any other legislation which may not be excluded, restricted or modified by agreement.)

(v) Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

PRIVACY

The Promoter (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 located outside New Zealand, including in Singapore, Korea and the Philippines.

Entry into this Promotion is conditional on providing personal information as specified in the Promotion.

All entrants consent to their personal information being collected and stored for this purpose in accordance with the Promoter's privacy policy available at www.samsung.com/nz/info/privacy/ which forms part of these T&Cs.

The Promoter may, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the claimant. The Promoter will not retain personal information for longer than is necessary for the purpose for which it was collected, unless otherwise required by applicable law. This means that personal information will be destroyed or erased from the Promoter's system when it is no longer required. Claimants have the right of access to, and right to request correction of, their personal information. Claimants should direct any request to access, update or correct information to the Promoter at: Samsung Electronics, New Zealand branch office, 24 The Warehouse Way, Northcote, Auckland 0627 or any other address as notified on the Promoter's website: www.samsung.com/nz. Telephone: 0800 726 786. Email: privacy.nz@samsung.com.

SAMSUNG/THE PROMOTER

Samsung Electronics New Zealand Limited, 24 The Warehouse Way, Northcote, Auckland, NZ