

## **Samsung Electronics New Zealand Limited (“Promoter”)**

### **Promotion Terms and Conditions**

#### **Soundbar 30-day Money Back Guarantee 2024-2025 Promotion (“Promotion”)**

##### **Defined Terms**

In these Promotion Terms and Conditions:

**Claimant** means an individual that has purchased a Participating Product from a Participating Retailer during the Promotion Period.

**Eligibility Criteria** means these Terms and Conditions.

**Money Back** means the price as stated on the respective Participating Product’s receipt.

**Participating Retailer** means the following retailers:

- Harvey Norman
- Noel Leeming
- 100%
- Heathcote’s Appliances
- Smith City
- JB-Hi-Fi
- PB Tech
- Appliance Plus
- Gary Anderson
- Samsung.com
- Costco

**Participating Product** means the 2023 Samsung Q-Series soundbars identified in the below list:

- HW-Q990D/XY
- HW-Q930D/XY
- HW-Q800D/XY
- HW-Q700D/XY
- HW-S800D/XY
- HW-S801D/XY
- HW-S700D/XY
- HW-S701D/XY

**Promoter** means Samsung Electronics New Zealand Limited, 24 The Warehouse Way Northcote Auckland.

**Promotional Period** means the period between 9:00am on May 1<sup>st</sup> 2024 until 9:00pm on April 1<sup>st</sup> 2025.

**Terms and Conditions** means the terms and conditions contained in this document, including the general terms and conditions, and the instructions on the claim process.

#### **CLAIM PROCESS**

1. If within 30 days since the purchase date on your receipt you are not satisfied for any reason with your Participating Product, you can claim the Money Back (payment to be made after returning the Participating Product) as per your receipt by;
  - a. having purchased a Participating Product during the Promotional Period;
  - b. visiting <http://www.samsung.com/nz/offer/>;

- c. select the promotion banner that relates to the Promotion redemption;
- d. register your claim before May 1<sup>st</sup> 2025 by filling out the Online Redemption Form the details of their claim including:
  - o the claimant's full name, physical address, bank account details, and day time phone number;
  - o the invoice details and serial number of the Participating Product purchased;
  - o upload a copy of the proof of purchase, a photo of the serial number, a photo showing the condition of your Participating Product, and a photo of the original box, then click submit.
- e. Once your claim has been accepted, depending on your location you will either be instructed to drop off your Participating Product at your local courier depo, or a courier will be arranged (at the Promotor's cost) to collect your Participating Product from 1 (one) New Zealand address to return it to the Promoter. Print the address label provided and secure it to the Participating Product before the arranged collection/drop off date;
- f. The Participating Product will be assessed by our team (see further details in these Terms and Conditions). Once the Participating Product is confirmed to be without fault, damage, or missing any parts, your claim will be accepted and your Money Back arranged; and
- g. If the Participating Product does have a fault, damage, or missing any parts, the claim will be rejected and the Participating Product returned to you.

The above is not intended to exclude, restrict, or modify a consumer's rights under the Consumer Guarantees Act 1993.

1. Participation in this Promotion is deemed acceptance of these Terms and Conditions. The Money Back is not valid in conjunction with any other offer.
2. The Promotion is only open to New Zealand residents who have:
  - a. Purchased a Participating Product from a Participating Retailer within the last 30 days at time of registering their claim;
  - b. The original packaging and box of their Participating Product;
  - c. All accessories and cables for their Participating Product that came in the box;
  - d. Confirmed in the registration form that their Participating Product is in working order; and
  - e. Returned the Participating Product in 'as new' condition with all original packaging, accessories and cables for the Participating Product.
3. Employees (and their immediate families) of the Promoter, the Promoter's New Zealand branch office, Participating Retailers, and agencies associated with this promotion are ineligible for this promotion.
2. All required documentation must be sent and received by the Promoter within Thirty (30) days from the purchase date of the Participating Product, for the claim to be deemed valid. Claims must be made no later than **1<sup>st</sup> November 2025. No outstanding claims will be accepted by the Promoter after 1st November 2025.**
3. If the serial number and the proof of purchase do not match the details submitted by the claimant to nzpromotions@samsung.com, the claim will be deemed invalid and will result in an ineligible claim. The eligible Claimant will not be entitled to receive any Money Back until the Promoter has received the required documentation and verified the claim.
4. The Promoter reserves the right to reclaim from any claimant, the relevant Money Back; if the initially purchased Participating Product is returned to the claimant after the Promotion claim has been processed and fulfilled. This clause does not limit or affect the claimant's rights with regards to warranties on the Participating Product either from the manufacturer or implied by legislation.
5. The Promoter may take up to sixty (60) days from the date the Participating Product is returned to the Promoter and all necessary information provided to the Promoter, to make payment.

## GENERAL TERMS AND CONDITIONS

1. The Promoter reserves the right, at any time, to verify the validity of claims and Claimants (including a Claimant's identity, age and place of residence) 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. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
2. Claimants must retain proof of purchase. Failure to produce proof of purchase for each claim when requested may, in the absolute discretion of the Promoter, result in invalidation of a Claimant's claim or entries and forfeiture of any right to participate in the Promotion.
3. In the event of any disputes in relation to entries online and identification of the person making the redemption by email the Promoter reserves the right to award the Money Back to the email account holder.
4. The Promoter's decision is final and no correspondence will be entered into.
5. All Claimants agree that by providing information and entering the Promotion, that they have read and agreed to these Terms and Conditions before any Money Back is provided to them.
6. Any cost associated with accessing the promotional website is the Claimant's responsibility and is dependent on the Internet Service Provider used.
7. The use of any automated claim software or any other mechanical or electronic means that allows a Claimant to automatically claim repeatedly is prohibited and will render all entries submitted by that claimant invalid.
8. The Promoter assumes no responsibility for: (i) any error, omission, interruption, or delay in the operation or transmission of any communication including any email communication sent to (or by) the Promoter to any Claimant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise; (ii) any theft, destruction or unauthorised access to, or alteration of such communications; and (iii) any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Promotion.
9. The Promoter accepts no responsibility for any tax liability incurred as a result of a Claimant participating in the Promotion. Claimants should obtain independent tax and financial advice.
10. Except for any liability that cannot be excluded by law, 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 relevant Money Back 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 relevant Money Back to that stated in these Terms and Conditions; (e) any tax liability incurred by a Claimant; or (f) use of the relevant Money Back.
11. Nothing in these Terms and Conditions is intended to exclude, restrict or modify a consumer's rights under the Consumer Guarantees Act 1993. These Terms and Conditions must be read subject to those statutory provisions and will not affect any statutory rights that a claimant may have in relation to the return of any products within the Participating Product or relevant Money Back amount.
12. The Promoter 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 New Zealand regulatory authorities. Validity of a claim is conditional on providing this information. 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 held by the Promoter. Claimants should direct any request to access, update or correct information to the Promoter at: Samsung Electronics New Zealand Ltd 24 The Warehouse Way, Northcote, Auckland 0627 or any other address as notified on the Promoter's website: [www.samsung.com/nz](http://www.samsung.com/nz). Email: [privacy.nz@samsung.com](mailto:privacy.nz@samsung.com).

13. The Promoter, in its sole discretion, reserves the right to cancel, suspend, terminate or modify the Promotion or any part of the promotion 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: [www.samsung.com/nz](http://www.samsung.com/nz).
14. Administration of the promotion will take place at the offices located at 24 The Warehouse Way, Northcote, Auckland 0627 or any other office as notified on the Promoter's website: [www.samsung.com/nz](http://www.samsung.com/nz). Email: [nzpromotions@samsung.com](mailto:nzpromotions@samsung.com).