



Samsung Electronics New Zealand Limited (“Promoter”)

Promotion Terms and Conditions

THE SAMSUNG ‘Home Appliances – Bonus Mercury Credit or Cash Back Promotion’ (“Promotion”)

1. Instructions on how to claim the Bonus Mercury Credit or Cash Back form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. The Home Appliances - Bonus Mercury Credit or Cash Back Promotion is not valid in conjunction with any other offer.
2. Claims are only open to New Zealand residents. Claimants under 18 years old must have a parent's / guardian's permission to make a claim. The Promoter may require the parent or guardian to sign these Terms and Conditions as a condition of entry. 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 to claim.
3. The promotion purchase period commences at **9.00am on 24th January 2024 and finishes at 9.00pm on 2nd April 2024** (“Promotional Period”).
4. Claimant must choose to receive a credit against their account with Mercury NZ Limited (for the amount set out within these terms) (“Mercury Credit”) or a Cash Back (of the amount set out within these terms) (“Cash Back”).
5. Claims must be registered with Samsung within (30) days from the date of purchase of the Participating Product. The **registration period closes on 2 May 2024**. Incomplete claims must be **completed within 7 days of delivery of the Participating Products**, and no later than **2nd October 2024**. A completed claim requires evidence of purchase and the serial number of the product, which is obtained when the product is delivered.
6. If the proof of purchase and serial numbers are not uploaded online, or emailed to nzpromotions@samsung.com, claimants can alternatively send a photo of the serial numbers and a copy of their proof of purchase to:

SAMSUNG PROMOTIONS

PO BOX 36645

Northcote

AUCKLAND 0627

7. If the claimant chooses the Mercury Credit, Claimants are required to submit their Mercury account number when making a claim. If a claimant is not currently a Mercury customer, they must apply and be accepted as a Mercury customer to receive their account number.
8. **Participating Retailer** means the following retailers:
 - Samsung.com
 - Harvey Norman
 - Noel Leeming
 - Kitchen Things
 - Heathcotes
 - ACL
 - Farmers
 - Appliances Plus
 - Smith City
9. **“Bonus Gift”** means either the Mercury Credit or the Cash Back (as chosen by the claimant).

PARTICIPATING PRODUCTS AND BONUS GIFT

10. To be eligible to claim a Bonus Gift set out below, eligible claimants must spend at least \$2,500 (including GST) on two or more eligible Samsung Home Appliance Products (each a **“Participating Product”**) in one transaction at a Participating Retailer.
11. If a claimant chooses the Mercury Credit, the claimant will qualify for credit applied to their Mercury account to the value set out in the table below.

Total Spend Amount on at Least Two Participating Products in one transaction at a Participating Retailer	Mercury Credit
\$2,500 to \$3,999	\$350
\$4,000 to \$5,999	\$600
\$6,000 to \$7,999	\$900
\$8,000 +	\$1,250

12. If claimant chooses the Cash Back, the claimant will qualify for the Cash Back of the amount set out in the table below.

Total Spend Amount on at Least Two Participating Products in one transaction at a Participating Retailer	Cash Back
\$2,500 to \$3,999	\$200
\$4,000 to \$5,999	\$400
\$6,000 to \$7,999	\$700
\$8,000 +	\$1,000

13. Participating Products are set out in the table below.

Participating Products
Refrigerators
Clothes Dryers
Washing Machines
AirDresser
Dishwashers
Cooktops
Ovens

Microwaves
Vacuum Cleaners
Vacuum Cleaning Station
Air Purifiers

14. For the avoidance of doubt, the following are not Participating Products for the purposes of this Promotion: Mobile phones, Tablets, Smart Watches and Accessories , Memory, Monitors, SmartThings Hub, and Accessories, Tablets, TV accessories (stands, brackets, cables, rear wireless kits), TVs and Sound bars, Water filters, Vacuum Accessories, Spare parts, Fridge Panels, Dishwasher Panels, Stacking Kits, Air Purifier Accessories.

15. The Bonus Gift is not transferable or exchangeable and cannot be redeemed for cash.

HOW TO CLAIM

16. The Bonus Gift is not available at the time of purchase of the Participating Product. To claim the Bonus Gift, claimants must:

- have purchased at least two or more Participating Products in one transaction from a Participating Retailer between **24th January 2024 to 2nd April 2024**
- visit <http://www.samsung.com/nz/promotions/>
- select the promotion banner that relates to the Promotion;
- **register their claim before 2 May 2024**, complete and submit into the Online Redemption Form the details of their claim including:
 - the claimant's full name, email address, physical address and day time phone number;
 - The invoice details and serial numbers of the Participating Product purchased;
 - If choosing the Mercury Credit as the Bonus Gift, the claimant's Mercury account number and name on Mercury account (if different to the claimant's name above);
 - If choosing the Cashback, the claimant's bank account number and name on account (if different to the full name provided above);
 - Upload a copy of the proof of purchase and a photo of the serial numbers then click submit.

17. If the claimant chose the Mercury Credit, the Mercury Credit will be applied directly to the claimant's Mercury account, please allow up to 2 billing cycles for your credit to appear. If the claimant chooses the Cash Back, the Cash Back will be deposited to the claimant's account provided within 45 days.

18. All required documentation must be sent and received by the Promoter within thirty (30) days from end of the promotional period of the Participating Products, for the claim to be deemed valid. The **registration period closes on 2nd May 2024**. If a claimant has not received delivery of the Participating Products, the claim needs to be submitted with all information requested (except for the serial numbers) before 2nd May 2024. The serial number numbers must be

submitted within 7 days of delivery of the Participating Product, an must be completed no later than **2nd October 2024**. A completed claim requires evidence of purchase and the serial number of the product, which is obtained when the product is delivered.

19. If a claimant is unable to provide the serial number of the purchased Participating Product at the time of submitting the Online Redemption Form, the claim may still be submitted. In such cases, claimants are required to complete the claim by registering all details via the Online Redemption Form, by 2nd May 2024, without the serial number, and email or post to the address set out at clause 6, above, with a copy of the proof of purchase, within 30 days of purchasing the Participating Product for their claim to be valid. Once the claimant takes delivery of their Participating Product, the claimant must, within 7 days from delivery, and no later than **02nd October 2024**, email the serial number to Samsung at nzpromotions@samsung.com. Any claims that do not submit the serial number of the Participating Product within the 7 day deadline will be deemed invalid. **No outstanding claims will be accepted by the Promoter after 02nd October 2024**.
20. If the serial number and the proof of purchase do not match the details submitted by the claimant on the Online Redemption Form, the claim will be deemed invalid and will result in an ineligible claim. The eligible claimant will not be entitled to receive the allocated Bonus Gift until the Promoter has received the required documentation and verified the claim.
21. The Promoter reserves the right to reclaim from any claimant, the relevant Bonus Gift; if the initially purchased Participating Product is returned after the claim has been processed and fulfilled. This clause does not limit or affect the claimant's rights with regards to warranties on a Participating Product either from the manufacturer or implied by legislation.

GENERAL TERMS AND CONDITIONS

22. 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.
23. Multiple entries are permitted, subject to the following:
 - a maximum of two claims permitted per household; and
 - each claim must be submitted separately and in accordance with claim requirements.
24. 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 a redemption of Bonus Gift.
25. In the event of any disputes in relation to entries online and identification of the person making the claim by email the Promoter reserves the right to award the redemption to the email account holder.
26. The Promoter's decision is final and no correspondence will be entered into.
27. All claimants may be required to first sign acceptance of these terms and conditions before any Bonus Gift is provided to them.
28. The Promoter will use its best endeavors to provide the Bonus Gifts listed. If any of the Bonus Gifts are unavailable for whatever reason, the Promoter reserves the right to substitute that Bonus Gift for another item of an equivalent value.

29. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet Service Provider used.
30. 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.
31. 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 unauthorized 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.
32. 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.
33. 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 offer, 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 Bonus Gift 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 Bonus Gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of the relevant Bonus Gift.
34. 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 a Participating Product or relevant Bonus Gift.
35. 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, Mercury NZ Limited or any of the Promoter's 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, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the claimant. All claims become the property of the Promoter. 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. Telephone: 09 47771111. Email: privacy.nz@samsung.com.
36. 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.
37. The Promoter is Samsung Electronics New Zealand Limited, 24 The Warehouse Way Northcote Auckland. 0627 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. Telephone: 09 47771111 Email: nzpromotions@samsung.com.