

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

### **Promotion Terms and Conditions**

#### **THE SAMSUNG 2024 MOTHER’S DAY PRIZE DRAW PROMOTION (“Promotion”)**

##### **Defined Terms**

In these Promotion Terms and Conditions:

**Bonus Prize** means the Sony PlayStation 5 Console Slim Disc Edition MPN: PS5CONSLM

**Eligible Customer** means an individual that has met the Eligibility Criteria to have the chance to win.

**Participating Retailer** means the following retailer:

- Samsung.com/nz

**Participating Product** means the Samsung products listed in the Eligible Model list below

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

**Promotional Period** means the period between 16th April 14:00pm- 30th April 11:00 am

Participation in this Promotion is deemed acceptance of these Terms and Conditions. The Prize is not valid in conjunction with any other offer.

1. The Promotion is only open to New Zealand residents who have purchased a Participating Product from a Participating Retailer during the Promotional Period (“**Eligibility Criteria**”).
2. Eligible Customers are entitled to this Promotion on the following terms and conditions:
  - Eligible Customers must purchase a Participating Product during the Promotional Period from a Participating Retailer.
  - All purchases must be made with New Zealand details, including a New Zealand credit card and a New Zealand delivery address.
  - Eligible Customers must provide a valid email address, physical address, and phone number.
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.
4. The winner will be selected at random on May 10<sup>th</sup> 2024 and be notified via the email address provided. If no response is received within 5 business days an alternative winner will be selected.
5. The prize cannot be transferred, exchanged or redeemed for cash.
6. The Promoter will use its best endeavours to provide the prize listed but if it is unavailable for whatever reason, the Promoter reserves the right to substitute for a prize or item of an equivalent value.
7. The draw and the Promoter's decision in relation to any draw and this competition is final, and no correspondence will be entered into, including in the event of a dispute. Failure by the Promoter to exercise any of its rights at any stage does not constitute a waiver of those rights.

#### **ELIGIBLE MODEL LIST**

The Bonus Prize matrix below shows the **Bonus Prize** for the Participating Product for this Promotion. Bonus Prize is not available at the time of purchase. Once the purchase has been completed, the Participating Retailer will ship the Bonus Prize to the same delivery address as the Participating Product delivery address within 2 (two) weeks.

<b>Participating Product Name</b>	<b>Participating Product SKU</b>
27" Odyssey G5 G50D QHD 180Hz Gaming Monitor	LS27DG502EEXXY
32" Odyssey G5 G50D QHD 180Hz Gaming Monitor	LS32DG502EEXXY
34" ViewFinity S5 S50GC Ultra WQHD 100Hz Monitor	LS34C500GAEXXY

### **GENERAL TERMS AND CONDITIONS**

1. Participation in the Promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter reserves the right, at any time, to verify the validity of claims and Eligible Customers (including a Eligible Customer's identity, age and place of residence) and to disqualify any Eligible Customer 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.
3. Eligible Customers 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 Eligible Customer's claim or entries and forfeiture of any right to the Bonus Prize.
4. If a Eligible Customer is under 18 years of age, the prize will be awarded to a parent or legal guardian of the Eligible Customer, as determined by the Promoter, on the Eligible Customer's behalf.
5. In the event that the Bonus Prize becomes unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the prize with a prize of equal or greater value.
6. 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 redemption to the email account holder.
7. The Promoter's decision is final and no correspondence will be entered into.
8. Any cost associated with accessing the promotional website is the Eligible Customer's responsibility and is dependent on the Internet Service Provider used.
9. The use of any automated claim software or any other mechanical or electronic means that allows a Eligible Customer to automatically claim repeatedly is prohibited and will render all entries submitted by that Eligible Customer invalid.
10. 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 Eligible Customer 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.
11. The Promoter accepts no responsibility for any variation in the valuation of a Bonus Prize, or for tax liability incurred as a result of a Eligible Customer participating in the Promotion. Eligible Customers should obtain independent tax and financial advice.
12. Bonus Prizes are not exchangeable, transferable or redeemable for cash. All other costs associated with the Bonus Prize are the responsibility of the Eligible Customer.

13. 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; or (c) any claim or 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 tax liability incurred by a Eligible Customer; and (e) the use/redemption of a gift.
14. 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 Eligible Customer may have in relation to the return of any products within the Participating Product or the Bonus Prize.
15. 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, 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 Eligible Customer. All claims become the property of the Promoter. Eligible Customers have the right of access to, and right to request correction of, their personal information held by the Promoter. Eligible Customers 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).
16. The Promoter may use a third party to provide and/or manage logistics services, and may use or disclose your personal information for the purposes of delivering the Bonus Prize to the Eligible Customer.
17. 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).
18. This Promotion is in no way sponsored, endorsed or administered by or associated with, Sony Interactive Entertainment, Inc.
19. 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).