

**Samsung Electronics New Zealand Limited**  
**Samsung High Wall and Ducted System – Bonus Cashback Promotion**

This document contains the terms and conditions of the Promotion. Participating in the Promotion is deemed acceptance of these terms and conditions.

<b>Promoter</b>	Samsung Electronics New Zealand Limited, 24 Warehouse Way, Northcote, Auckland 0627.	
<b>Promotional Period</b>	<b>Start date and time:</b>	09:00 am on 20 January 2025
	<b>End date:</b>	09:00 pm on 14 April 2025
<b>Claims Due Date</b>	30 September 2025	
<b>Promotion</b>	<p>Purchase of a Participating Product by an Eligible Person, during the Promotional Period from a Participating Retailer, will be eligible for Cashback in accordance with the Eligibility Criteria.</p> <p>Cashback amounts are different for each Participating Product (see Appendix 1). While stocks last. Unless otherwise specified by the Promoter, this Promotion is not available in conjunction with any other existing offer including discounts or vouchers offered by the Promoter.</p>	
<b>Eligibility Criteria</b>	<p>To be eligible for Cashback, a claimant must:</p> <ul style="list-style-type: none"> <li>(a) purchase a Participating Product from a Participating Retailer during the Promotional Period;</li> <li>(b) arrange for the Participating Product to be installed by the above Participating Retailer;</li> <li>(c) register and complete their claim (see below) within 30 calendar days from the date of installation of their Participating Product by the above Participating Retailer, and no later than the Claims Due Date; and</li> <li>(d) comply with these terms and conditions.</li> </ul> <p>All Cashback claims must be completed by the Claims Due Date. The Promoter will not accept any late claims.</p> <p>To complete a claim for Cashback, a claimant must submit their claim in accordance with the “How to Claim” page (see Appendix 2) from the Promoter, including by providing the following details:</p> <ul style="list-style-type: none"> <li>(a) full name and contact number of the claimant;</li> <li>(b) invoice details and serial number of the Participating Product;</li> <li>(c) date of purchase and purchased store (i.e., Participating Retailer);</li> <li>(d) date of installation of the Participating by the Participating Retailer;</li> <li>(e) the claimant’s bank account number;</li> <li>(f) a copy of proof of purchase and installation of Participating Product;</li> <li>(g) a photo of the serial number of the Participating Product; and</li> <li>(h) a photo of the installed Participating Product.</li> </ul> <p>The Promoter reserves the right, at any time, to verify the validity of claims and claimants, and to disqualify any claimant who submits a claim that is not in accordance with these terms and conditions (or anyone who</p>	

	tampers with the claim process). Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
<b>Participating Retailer(s) – NZ only</b>	See list in Appendix 3.
<b>Eligible Person</b>	<p>Promotion is open to New Zealand residents who are aged 18 years and over, who comply with these terms and conditions, and are eligible to access and participate in the Promotion in accordance with these terms and conditions, and any other applicable terms and conditions from the applicable Participating Retailer. The Promoter may require the parent or guardian of anyone under the age of 18 years old to sign a copy of this terms and conditions as a condition of participating in this Promotion.</p> <p>For the avoidance of doubt, purchases for commercial purposes, for use in trade, or for or on behalf of a company/business/organisation, will be excluded from participating in this Promotion. Employees (and their immediate families) of the Promoter, the Promoter's New Zealand branch office, Participating Retailer(s), and agencies associated with this Promotion are ineligible to claim.</p>
<b>Participating Product(s)</b>	Participating Product(s) are set out in Appendix 1 of these terms and conditions.
<b>Cashback</b>	Cashback amount for each corresponding Participating Product as set out in Appendix 1 of these terms and conditions. Cashback is not transferable or exchangeable. <b>Cashback will be applied directly to the claimant's bank account after a completed claim has been submitted. Please allow up to 30 working days from the date of a completed claim submission for your Cashback to appear.</b>

## 1. FURTHER TERMS AND CONDITIONS

- 1.1. 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 or alter any statutory rights a person may have in relation to a product or relevant Promotion.
- 1.2. The Promotor, 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(s) beyond the Promotor'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.

## **2. FURTHER TERMS FOR CLAIM AND CASHBACK**

- 2.1. Instructions on how to claim the Cashback (see Appendix 2) form part of these terms and conditions. Participating in this Promotion is deemed acceptance of these terms and conditions. All claimants may be required to first sign acceptance of these terms and conditions before any Cashback is provided to them.
- 2.2. 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 a redemption of Cashback.
- 2.3. Purchase(s) of Participating Product(s) must be made with New Zealand details from the Eligible Person, including a valid New Zealand payment method and a New Zealand delivery address. In order to complete a purchase of a Participating Product and qualify for the corresponding Cashback, an Eligible Person must provide other information as specified on the Promoter, including a valid email and phone number.
- 2.4. Promoter will use its best endeavours to provide the Cashback listed. If any of the Cashback are unavailable for whatever reason, the Promoter reserves the right to substitute that Cashback for another item of an equivalent value.
- 2.5. If the serial number and the proof of purchase do not match the details submitted by the claimant, the claim will be deemed invalid and will result in an ineligible claim. The claimant will not be entitled to receive the allocated Cashback until the Promoter has received the required documentation and verified the claim.
- 2.6. The Promoter reserves the right to reclaim from any claimant, the relevant Cashback, if the initially purchased Participating Product is returned after the claim has been processed and fulfilled. The claimant agrees to be liable for all costs, including but not limited to debt recovery, if the Cashback is not returned with any returned or refunded Participating Product.
- 2.7. 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.

## **3. VERIFICATION OF ELIGIBILITY AND DECISION OF PROMOTER**

- 3.1. Verification of eligibility and compliance with these terms and conditions may be conducted by the Promoter. The Promoter reserves the right, at any time, to verify the validity/eligibility of any person participating in this Promotion (including a participant's identify, age, and place of residence), and to disqualify any person who is not in compliance with these terms and conditions, or who tampers or abuses the Promotion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. Promoter reserves the right to reclaim the cost of any Cashback, if the Cashback is paid or received by a person, and it is subsequently found that the person is in breach of these terms and conditions.
- 3.2. Any decision of the Promoter is final and no correspondence will be entered into.

#### **4. LIABILITY AND RESPONSIBILITY**

- 4.1. No liability and/or responsibility is assumed or accepted by the Promoter for: (i) any error, omission, interruption, or delay in the operation or transmission of any communication, including any email communication set to (or by) the Promoter to any person, whether caused by problems with communication networks or line, 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(s) with, or technical malfunction of, any computer system or other equipment used for the conduct of the Promotion.
- 4.2. No liability and/or responsibility is assumed or accepted by the Promoter for any tax liability incurred as a result of a person participating in the Promotion. All participants of the Promotion should obtain independent tax and financial advice.
- 4.3. 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 any 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 that the original purchase documentation or relevant Promotion communication 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 Promotion value to that stated in these terms and conditions; (e) any tax liability incurred by a participant of the Promotion; or (f) participation in the Promotion.

#### **5. PRIVACY**

- 5.1. The Promoter collects 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, 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. All claims become the property of the Promoter. 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](http://www.samsung.com/nz). Telephone: 0800 726 786. Email: [privacy.nz@samsung.com](mailto:privacy.nz@samsung.com). For information on the Promoter's privacy policy, please refer to the Promoter's website: [www.samsung.com/nz](http://www.samsung.com/nz).

## APPENDIX 1 – PARTICIPATING PRODUCTS

Table 1 below sets out the Participating Products eligible for the Promotion (all \$ amounts in NZD):

<b>Participating Products</b>	
<b>Model Number</b>	<b>Cashback</b>
AR09BXECNWKNSA	\$100
AR12BXECNWKNSA	\$150
AR18BXECNWKNSA	\$200
AR24BXECNWKNSA	\$250
AR30BXECNWKNSA	\$350
AC052TNHDKG/SA	\$400
AC071TNHDKG/SA	\$450
AC100TNHDKG/SA	\$500
AC120TNHDKG/SA	\$550
AC140TNHDKG/SA	\$600
AC160TNHFKG/SA	\$750

## APPENDIX 2 – HOW TO CLAIM INSTRUCTIONS

### HOW TO CLAIM

1. Terms referred to in this “How to Claim” section are defined in the terms and conditions of this Promotion. By participating in the Promotion, you agree to comply with these terms and conditions.
2. The Cashback is not available at the time of purchase of the Participating Product. Cashback amounts are different for each Participating Product (see Appendix 1 of terms and conditions for details). To claim a Cashback for a Participating Product, a claimant must comply with the terms and conditions, and follow these instructions:
  - **complete a purchase** (paid in full) of a Participating Product from a Participating Retailer during the **Promotional Period (20 January 2025 to 14 April 2025)**;
  - **arrange** for their Participating Product to be **installed** by the above Participating Retailer;
  - **register and complete their claim** within **30 calendar days** from the **date of installation of their Participating Product**, and **no later than the Claims Due Date (30 September 2025)** by **emailing [nzpromotions@samsung.com](mailto:nzpromotions@samsung.com)** to request a Cashback claim for the Participating Product, including the following information:
    - the claimant’s full name and day time phone number;
    - the invoice details confirming Participating Product purchased, serial number, store/branch that the product was purchased from;
    - date of purchase and purchased store (i.e., Participating Retailer);
    - date of installation by the Participating Retailer;
    - the claimant’s bank account number;
    - a copy of the proof of purchase and installation of the Participating Product and a photo of the serial number of the Participating Product; and
    - a photo of the installed Participating Product.
3. All Cashback claims must be registered and completed by the Claims Due Date. The Promoter will not accept any late claims.
4. The Cashback will be applied directly to the claimant’s bank account, please allow up to 30 working days from the date of a completed Cashback claim for your Cashback to appear.
5. If the serial number and the proof of purchase do not match the details submitted by the claimant, the claim will be deemed invalid and will result in an ineligible claim. The eligible Claimant will not be entitled to receive the allocated Cashback until the Promoter has received the required documentation and verified the claim.
6. The Promoter reserves the right to reclaim from any claimant, the relevant Cashback; 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.

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## Appendix 3

### Participating Retailers

- Aeon Energy
- AirMaster Air Conditioning
- AMPD Electrical
- Aotea Electrical Canterbury
- AZAP Electrical
- Bay Air
- Cali Comfort
- Cleven Electrical
- Cornerstone
- Crossheat
- Exotic Electrical
- FAS Energy
- Go Cold Refrigeration Services
- Harbour Electrical
- Heat Geek
- Hokowhitu Electrical
- Koair
- Koru Electrical
- AES - Auckland Energy Solutions
- PERL Electrical
- Power Plus Air Conditioning
- Revolve Electrical
- Strike Electrical
- SuperHeat Electrical
- Totalcare Electrical and HVAC
- Waipa Heat Pumps
- Western Bay Air Conditioning