## Samsung Electronics New Zealand Limited ("Promoter")

### **Samsung e-Store Promotion Terms and Conditions**

# Buy a selected Samsung product to receive a Bonus and discount on selected products

("e-Store Promotion")

1. Subject to the terms and conditions set out below, all orders or purchases paid in full by an Eligible Claimant between 2:00pm on 24<sup>th</sup> October 2024 and 12:00pm 28<sup>th</sup> October 2024 or while stocks last ("Promotional Period") from the Promoter's online store (www.samsung.com/nz) e-Store ("e-Store") of the products set out in Table 1 below "Participating Products" qualify for the applicable bonus (the "Bonus"):

### Table 1

Participating Product	Bonus (if any)
Galaxy S24	
SM-S921BZACXNZ SM-S921BZKCXNZ SM-S921BZVCXNZ SM-S921BZYCXNZ SM-S921BZAQXNZ SM-S921BZKQXNZ SM-S921BZVQXNZ SM-S921BZVQXNZ	A trade-in boost of \$400 that can be applied towards the Participating Product when you trade-in an eligible device (see further information on trade in terms and conditions in footnote 1) <sup>1</sup> and  15% off RRP
Galaxy S24 (Online Exclusive Colour)  SM-S921BLGCXNZ SM-S921BZOCXNZ SM-S921BLBCXNZ SM-S921BLGQXNZ SM-S921BZOQXNZ SM-S921BLBQXNZ	A trade-in boost of \$400 that can be applied towards the Participating Product when you trade-in an eligible device (see further information on trade in terms and conditions in footnote 1)  and  15% off RRP

 $<sup>1 [</sup>https://images.samsung.com/is/content/samsung/assets/nz/samsung-instant-trade-in-tncs/samsung\_instant\_trade\_in\_tncs\_070723\_002.pdf] \\$ 

Galaxy S24+  SM-S926BZABXNZ SM-S926BZKBXNZ SM-S926BZVBXNZ SM-S926BZYBXNZ SM-S926BZACXNZ SM-S926BZKCXNZ	A trade-in boost of \$450 that can be applied towards the Participating Product when you trade-in an eligible device (see further information on trade in terms and conditions in footnote 1)  and
SM-S926BZVCXNZ SM-S926BZYCXNZ	
Galaxy S24+ (Online Exclusive Colour)  SM-S926BLGBXNZ SM-S926BZOBXNZ SM-S926BLBBXNZ SM-S926BLGCXNZ SM-S926BZOCXNZ SM-S926BLBCXNZ	A trade-in boost of \$450 that can be applied towards the Participating Product when you trade-in an eligible device (see further information on trade in terms and conditions in footnote 1)  and  15% off RRP
Galaxy S24 Ultra 256GB and 512GB  SM-S928BZKCXNZ SM-S928BZTCXNZ SM-S928BZVCXNZ SM-S928BZYCXNZ SM-S928BZKQXNZ SM-S928BZTQXNZ SM-S928BZVQXNZ SM-S928BZVQXNZ	A trade-in boost of \$500 that can be applied towards the Participating Product when you trade-in an eligible device (see further information on trade in terms and conditions in footnote 1)  and  15% off RRP
Galaxy S24 Ultra 256GB and 512GB (Online Exclusive Colour)  SM-S928BLGCXNZ SM-S928BZOCXNZ SM-S928BLBCXNZ	A trade-in boost of \$500 that can be applied towards the Participating Product when you trade-in an eligible device (see further information on trade in terms and conditions in footnote 1)  and  15% off RRP

 $<sup>1[</sup>https://images.samsung.com/is/content/samsung/assets/nz/samsung-instant-trade-in-tncs/samsung\_instant\_trade\_in\_tncs\_070723\_002.pdf]$ 

SM-F956BZWDXNZ SM-F956BAKGXNZ SM-F956BZWGXNZ SM-F956BAKHXNZ SM-F956BZWHXNZ	and 15% off RRP
Galaxy Z Flip6 SM-F741BLBAXNZ SM-F741BZSAXNZ SM-F741BLGAXNZ SM-F741BZYAXNZ SM-F741BLBEXNZ SM-F741BZSEXNZ SM-F741BLGEXNZ SM-F741BLGEXNZ	A trade-in boost of \$500 that can be applied towards the Participating Product when you trade-in an eligible device (see further information on trade in terms and conditions in footnote 1) <sup>1</sup> and  15% off RRP
Galaxy Z Flip6 (Online Exclusive Colour) SM-F741BAKAXNZ SM-F741BZWAXNZ SM-F741BZOAXNZ SM-F741BAKEXNZ SM-F741BZWEXNZ SM-F741BZWEXNZ	A trade-in boost of \$550 that can be applied towards the Participating Product when you trade-in an eligible device (see further information on trade in terms and conditions in footnote 1) <sup>1</sup> and  15% off RRP
Business Monitor T45F Full HD with IPS panel LF24T450FQEXXY	30% off RRP
Odyssey G3 G30D FHD 180Hz Gaming Monitor LS24DG302EEXXY	30% off RRP
ViewFinity S9 S90PC LS27C900PAEXXY	30% off RRP
ViewFinity S8 S80UD UHD Monitor LS27D804UAEXXY	25% off RRP
Odyssey G3 G30D FHD 180Hz Gaming Monitor LS27DG302EEXXY	30% off RRP

Odyssey G5 G50D QHD 180Hz Gaming Monitor LS27DG502EEXXY	30% off RRP
Odyssey Neo G7 UHD Gaming Quantum Mini-LED Monitor LS32BG752NEXXY	30% off RRP
ViewFinity S6 S60UD QHD 100Hz Monitor LS32D604UAEXXY	25% off RRP
ViewFinity S8 S80UD UHD Monitor LS32D804UAEXXY	25% off RRP
Odyssey G5 G50D QHD 180Hz Gaming Monitor LS32DG502EEXXY	30% off RRP
Odyssey OLED G8 G80SD UHD 240Hz Gaming Monitor LS32DG802SEXXY	25% off RRP
ViewFinity S5 S50GC Ultra WQHD 100Hz Monitor LS34C500GAEXXY	30% off RRP
ViewFinity S6 S65UC Ultra WQHD Monitor LS34C650UAEXXY	25% off RRP
Odyssey Neo G7 G70NC UHD 144Hz Gaming Monitor LS43CG700NEXXY	25% off RRP
ViewFinity S9 S95UC DQHD 120Hz Monitor LS49C950UAEXXY	25% off RRP
Odyssey G9 G95C DQHD 240Hz Gaming Monitor LS49CG954EEXXY	25% off RRP
Odyssey Ark 2nd Gen G97NC 4K 165Hz Gaming Monitor LS55CG970NEXXY	25% off RRP
Odyssey Neo G9 G95NC DUHD Quantum Mini-LED Monitor LS57CG952NEXXY	25% off RRP

2. Participation in this e-Store Promotion is deemed acceptance of these Terms and Conditions.

- 3. The e-Store Promotion is only available 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 are ineligible to claim. Purchases for commercial purposes, for use in trade or for or on behalf of a business, will be ineligible for the e-Store Promotion. Claimants that meet all of these criteria will be considered an "Eligible Claimant".
- 4. Eligible Claimants are entitled to the e-Store Promotion on the following terms and conditions:
  - a. All purchases must be made with New Zealand details, including a New Zealand credit card and a New Zealand delivery address; and
  - b. All Eligible Claimants must provide a valid email, physical address, and phone number.
- 5. If the Bonus, or any part of the Bonus, is not available for any reason, the Bonus may be substituted at the discretion of the Promoter for another or equal or greater value.
- 6. The e-Store Voucher must be redeemed at the time of purchasing the Participating Product, and can only be redeemed at the e-Store. The e-Store Voucher can only be used towards purchasing any of the corresponding products listed in Table 2 of the Appendix (each, a "Redemption Product") to the Samsung e-Store Promotion Terms and Conditions.
- 7. If the purchase price of a Redemption Product is greater than the value of the e-Store Voucher, the claimant is required to pay the difference in the amount at the time of purchasing the Redemption Product. Any remaining amount on the e-Store Voucher is forfeited.
- 8. The e-Store Promotion is not available in conjunction with any other offer including discounts or vouchers for purchase at the e-Store.
- 9. Fulfilment of any Participating Product will be processed as per normal lead times as and when the Promoter is able to supply stock. The Promoter will try to fulfil the orders as quickly as possible.
- 10. The Bonus is not transferable, exchangeable and cannot be redeemed for cash.

- 11. The Promoter reserves the right to reclaim the cost of the Bonus (including the e-Store Voucher) from any claimant if the Bonus is paid to the claimant and is subsequently found that the claimant is in breach of these Terms and Conditions.
- 12. The return or refund of any Participating Product shall also oblige the claimant to return the Bonus or the Redemption Product (if applicable). The claimant agrees to be liable for all costs, including but not limited to debt recovery, if the Bonus is not returned with any returned or refunded Participating Product.

### **GENERAL TERMS AND CONDITIONS**

- 13. 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 Promotion process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 14. The Promoter's decision is final and no correspondence will be entered into.
- 15. 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 e-Store Promotion.
- 16. The Promoter accepts no responsibility for any tax liability incurred as a result of a claimant participating in the e-Store Promotion. Claimants should obtain independent tax and financial advice.
- 17. 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 bonuses, 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 e-Store Promotion 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 e-Store Promotion value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of the relevant e-Store Promotion.

- 18. 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 product or relevant e-Store Promotion.
- 19. 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. Telephone: 0800 726 786. Email: privacy.nz@samsung.com.
- 20. 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: <a href="https://www.samsung.com/nz">www.samsung.com/nz</a>
- 21. The Promoter is Samsung Electronics New Zealand Limited, 24 The Warehouse Way, Northcote, Auckland 0627. Administration of the e-Store 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: 0800 726 786. Email: e-Storenz@samsung.com