



Samsung Electronics New Zealand Limited
Selected Online Store Promotion Terms and Conditions

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

Promoter	<p>Samsung Electronics New Zealand Limited, 24 Warehouse Way, Northcote, Auckland 0627. Administration of the Promotion will take place at the offices in this location, or any other office as notified by the Promoter through the relevant Eligible Online Store.</p> <p>Please contact us if you have any questions using the details available on the Eligible Online Store.</p>
Promotional Period	<p>Start time and date 2:00PM on 20th February 2024 End time and date 2:00PM on 3rd March 2025</p>
Promotion	<p>Purchase(s) of Participating Product(s) by an Eligible Person during the Promotional Period from the Promoter’s Eligible Online Store qualify for the selected Bonus(es). Participating Products and selected Bonus(es) available while stocks last.</p> <p>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>
S.COM	<p>samsung.com/nz/ (“e-Store”)</p>
Eligible Person	<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 Promoter’s Eligible Online Store in accordance with the terms and conditions set out in the Eligible Online Store. 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.</p>
Participating Product(s)	<p>Participating Products as set out in Appendix 1 of these terms and conditions.</p>
Bonus(es)	<p>Bonus(es) corresponding to each Participating Product as set out in Appendix 1 of these terms and conditions. Note that these terms and conditions may specify that a Bonus(es) includes a chance to enter into a draw to win a product or service (see clause 2.4 and Appendix 1 of these term and conditions for more information).</p>

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 Eligible Online Store.

2. PURCHASE(S) AND BONUS(ES)

- 2.1. Purchase(s) of Participating Product(s) must be made with New Zealand details from the Eligible Person, including a valid New Zealand payment method (that is offered on the Eligible Online Store) and a New Zealand delivery address. In order to complete a purchase of a Participating Product and qualify for the corresponding Bonus(es), an Eligible Person must provide other information as specified on the Eligible Online Store, including a valid email and phone number.
- 2.2. Bonus(es) or any part of a Bonus, if not available for any reason, may be substituted at the discretion of the Promoter for another Bonus(es) of equal or greater value.
- 2.3. Bonus(es) are not transferable, exchangeable, and cannot be redeemed for cash.
- 2.4. Bonus(es) may be subject to other terms and conditions, including:
 - (a) **Voucher Code:** Where a Bonus includes a voucher code (the "**Voucher Code**"), that Voucher Code must be redeemed at the time of purchasing the Participating Product or Eligible Product (if applicable), and can only be redeemed through the Eligible Online Store. A list of Participating Product(s) is available in Appendix 1, and a list of Eligible Product(s) (if applicable) is available in Appendix 2;
 - (b) **Trade-in Boost:** Where a Bonus includes a trade-in boost or bonus (the "**Trade-in Boost**"), the Eligible Person must trade in an eligible device, in accordance with the [Samsung Instant Trade-In Program Customer Terms and Conditions](#) ("**Instant Trade-In**"), in order to receive the Trade-in Boost. Payment methods are limited for Instant Trade-In, and excludes payment methods as specified by the Promotor. Instant Trade-In transactions may be subject to fees and charges as outlined in the Instant Trade-In terms and conditions;
 - (c) **Draw:** Where a Bonus includes the chance to participate in a draw (the "**Draw**") to win a product or service (as specified in the Draw), then the terms and conditions of the Draw shall also include any additional terms specified in writing by the Promotor (including in Appendix 1 and clause 2.4(c) of these terms and conditions). The Draw will be conducted within 5 (five) working days from the end of the Promotional Period. The Promoter will draw a random entry or entries (as applicable) to determine the winner(s) of the Draw. The winner(s) will be notified through their details provided as part of the Draw. If a winner is uncontactable or does not claim their prize for the Draw, within 5 (five) working days from

being notified by the Promoter, then the winner will be deemed to have forfeited their prize. If a winner forfeits their prize, then the Promoter reserves the right to conduct a re-draw, in the same way as the original Draw.

3. FULFILMENT OF PARTICIPATING PRODUCT AND REFUND

- 3.1. Fulfilment of any Participating Product (including any Bonus(es) (as applicable) will be processed as per normal lead times, as and when the Promoter is able to supply stock. The Promoter will aim to fulfil orders of any Participating Product (including any Bonus(es)) (as applicable) as quickly as possible.
- 3.2. Refund or return of any Participating Product shall also oblige the purchaser to return the Bonus(es) (or value of the Bonus(es), where applicable). The purchaser of a Participating Product agrees to be liable for all costs, including but not limited to debt recovery costs, if the Bonus(es) is not returned with any refunded or returned Participating Product.

4. VERIFICATION OF ELIGIBILITY AND DECISION OF PROMOTER

- 4.1. 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 Bonus(es) (if applicable), if the Bonus(es) is paid or received by a person, and it is subsequently found that the person is in breach of these terms and conditions.
- 4.2. Any decision of the Promoter is final and no correspondence will be entered into.

5. LIABILITY AND RESPONSIBILITY

- 5.1. 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.
- 5.2. 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.
- 5.3. 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, damage, 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.

6. PRIVACY

- 6.1. 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. Telephone: 0800 726 786. Email: privacy.nz@samsung.com. For information on the Promoter's privacy policy, please refer to the Promoter's website: www.samsung.com/nz or the Eligible Online Store.

APPENDIX 1 – PARTICIPATING PRODUCTS AND CORRESPONDING BONUS(ES)

Participating Product	Bonus (if any)
<p style="text-align: center;">A55 5G</p> <p style="text-align: center;">SM-A556ELBCXNZ</p> <p style="text-align: center;">SM-A556EZKCXNZ</p>	<p>Galaxy Fit3 (SM-R390NZSAXNZ, SM-R390NZAAXNZ, SM-R390NIDAXNZ) at the time of purchasing the Participating Product when using the Voucher Code provided by the Promoter.</p>
<p style="text-align: center;">S24FE</p> <p>SM-S721BLBBXNZ SM-S721BLGBXNZ SM-S721BZKBXNZ SM-S721BZABXNZ SM-S721BLBCXNZ SM-S721BLGCXNZ SM-S721BZKCXNZ SM-S721BZACXNZ</p>	<p>Buds FE (SM-R400NZAASA, SM-R400NZWAASA) at the time of purchasing the Participating Product when using the Voucher Code provided by the Promoter (</p>