

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

### Promotion Terms and Conditions

#### THE SAMSUNG ‘Q4 Trade up Cashback Promotion’ (“Promotion”)

##### For the purposes of these Terms and Conditions:

“Cashback” means the respective Trade up Cashback amounts for Participating Products listed in Table 1

“Claimant” means an individual that has met the Eligibility Criteria;

“Eligibility Criteria” means these Terms and Conditions;

“Old Appliance” means old washing machine or refrigerator, or TV.

“Participating Product” means the Samsung products identified in the below in Table 1;

“Participating Stores” means the following retailer:

- Harvey Norman Wairau Park
- Harvey Norman Christchurch
- Harvey Norman Hamilton
- Harvey Norman Lower Hutt
- Harvey Norman Nelson
- Harvey Norman Queenstown

“Promoter” means Samsung Electronics New Zealand Limited, a New Zealand registered company with its registered office at 24 The Warehouse Way, Northcote, Auckland 0627;

“Promotion” means the promotion for Claimant(s) to qualify for corresponding Cashback for orders or purchases of Participating Products paid in full and with the Trade up of an Old Appliance;

“Promotional Period” means the period 9:00am on 22nd October 2024 until 9:00pm on 21<sup>st</sup> December 2024; and

“Terms and Conditions” means the terms and conditions contained in this document; and

“Trade up” means in relation to your purchase of a Participating Product, the delivery of your Old Appliance to the corresponding Participating Store, in accordance with that Participating Store’s terms and conditions.

### PARTICIPATING PRODUCTS

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

Participating products	Trade up Cashback
SRFX9450N	\$ 200
SRFX9400BG	\$ 200
SRF9400BFH	\$ 500
SRF7500BB	\$ 100
SRF7500SB	\$ 100
WF18B9600KV/SA	\$ 100

DV10B9750CV/SA	\$ 100
WD18DB8995BZ	\$ 1000
QA85QN900DSXNZ	\$ 1000
QA75QN900DSXNZ	\$ 700
QA65QN900DSXNZ	\$ 500
QA98QN90DASXNZ	\$ 200
QA85QN90DASXNZ	\$ 200
QA75QN90DASXNZ	\$ 200
QA65QN90DASXNZ	\$ 100
QA55QN90DASXNZ	\$ 100
QA50QN90DASXNZ	\$ 100
QA43QN90DASXNZ	\$ 100
QA85QN85DBSXNZ	\$ 200
QA75QN85DBSXNZ	\$ 200
QA65QN85DBSXNZ	\$ 100
QA55QN85DBSXNZ	\$ 100
QA85LS03DASXNZ	\$ 200
QA75LS03DASXNZ	\$ 200
QA65LS03DASXNZ	\$ 100
QA55LS03DASXNZ	\$ 100
QA50LS03DASXNZ	\$ 100
QA43LS03DASXNZ	\$ 100
QA77S95DASXNZ	\$ 200
QA65S95DASXNZ	\$ 200
QA55S95DASXNZ	\$ 200
QA83S90DAEXNZ	\$ 200
QA77S90DAEXNZ	\$ 200
QA65S90DASXNZ	\$ 100

QA55S90DASXNZ	\$ 100
QA48S90DAEXNZ	\$ 100
UA98DU9000SXNZ	\$ 200

1. Instructions on how to claim the Trade up Cashback form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. 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 Retailer(s), and agencies associated with this Promotion are ineligible to claim.
3. This Promotion is open to New Zealand residents who have purchased a Participating Product from a Participating Store through Trade up during the Promotional Period in a single transaction.
4. Claimants must purchase at least one Participating Product from a Participating Store no later than 21<sup>st</sup> December 2024, and email [nzpromotions@samsung.com](mailto:nzpromotions@samsung.com) with requested information before 21<sup>st</sup> March 2025 to complete the claim. The claim request period and Old Appliance Trade up closes on 21st March 2025 and no claim requests will be accepted after this date. A completed claim requires evidence of purchase and the serial number of the product, which is obtained when the Participating Product is delivered.
5. Total Cashback amount will vary depending on Participating Product(s) purchased.
6. The Cashback is not transferable or exchangeable.
7. You acknowledge that by participating in this Promotion, your Old Appliance may be collected, managed, and disposed of by an agency appointed by the Promoter. Old Appliances have zero value and are not returnable. If you return your Participating Product for a refund (for any reason) you will not receive any amount, value, credit, or payment for the Trade up of your Old Appliance.

#### HOW TO CLAIM

1. The Cashback is not available at the time of purchase of the Participating Product or Trade up. To claim the Cashback, claimants must:
  - have purchased at least one or more Participating Products in one transaction from a Participating Store and completed a Trade Up in relation to each corresponding Participating Product between **22<sup>nd</sup> October 2024 to 21<sup>st</sup> December 2024**.
  - email [nzpromotions@samsung.com](mailto:nzpromotions@samsung.com) to request a claim with the requested information, along with the photos of receipt and serial number within seven (7) days after the purchased Participating Product is delivered and before **21<sup>st</sup> March 2025**. Details requested in their claim include:
    - 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 Store);
    - The claimant's bank account number;

- Upload a copy of the proof of purchase and a photo of the serial numbers.
2. The Cashback will be applied directly to the claimant's bank account, please allow up to 30 working days for your cashback to appear.
  3. All required documentation must be sent and received by the Promoter within seven (7) days from the date of Participating Product for the claim to be valid. Old Appliance must be received by the Participating Store by 21<sup>st</sup> March 2025 for the claim to be valid. The **claim request period closes on 21<sup>th</sup> March 2025**. A completed claim requires evidence of purchase and the serial number of the product, which is obtained when the product is delivered. **No outstanding claims will be accepted by the Promoter after 21<sup>st</sup> March 2025.**
  4. If the serial number and the proof of purchase do not match the details submitted by the claimant in the email sent to [nzpromotions@samsung.com](mailto:nzpromotions@samsung.com), 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.
  5. 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.

#### **GENERAL TERMS AND CONDITIONS**

6. 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.
7. 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.
8. 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.
9. 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.
10. The Promoter's decision is final and no correspondence will be entered into.
11. All claimants may be required to first sign acceptance of these terms and conditions before any Cashback is provided to them.
12. The Promoter will use its best endeavors 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.
13. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet Service Provider used.

14. 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.
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 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.
16. 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.
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 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 Cashback 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 Cashback value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of the relevant Cashback.
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 Participating Product or relevant Cashback.
19. 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, the Participating stores 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](http://www.samsung.com/nz). Telephone: 09 4777111. Email: [privacy.nz@samsung.com](mailto: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 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).
21. 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](http://www.samsung.com/nz). Telephone: 09 4777111 Email: [nzpromotions@samsung.com](mailto:nzpromotions@samsung.com).

