

Samsung Electronics New Zealand Limited (“Promoter”) Promotion Terms and Conditions

Q3 Bespoke x Resene 2024 (“Promotion”)

\$1 Resene Panels means a set of panels as defined in the table below for the **Participating Products** in colours of the Claimant’s choosing (selected from a limited range of Resene colours and subject to availability)

Claimant means an individual that has met the Eligibility Criteria.

Participating Retailer means the following retailers:

- ACL
- Farmers
- Harvey Norman
- Heathcotes
- Kitchen Things
- Noel Leemings
- Smiths City

Participating Product means the Samsung products identified in the below Participating Products matrix.

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

Promotional Period means the period from 28th August 2024 to 24th September 2024.

The table shows the **Participating Products** that are eligible for the Promotion.

Participating Product (Eligible Refrigerator SKU)		\$1 Resene Panels
Long Code	Short Code	Code
RF65DB965322SA	SRFX9400BG	F-SRF9550
RF65A9675APSA	SRFX9550N	
RF62DB9KA3APSA	SRFX9450N	F-SRF9500
RF60A91R1APSA	SRFX9500N	

1. Instructions on how to claim the \$1 Resene Panel form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. The \$1 Panel is not valid in conjunction with any other offer.
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 retailers, 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 Retailer between 28th August 2024 to 24th September 2024 (“**Promotional Period**”).
4. Claimants must register their claim with Samsung before 24th December 2024 (the “**Due Date**”). All claims must be submitted to nzpromotions@samsung.com before Due Date to complete their claim, no incomplete claims 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 product is delivered.
5. \$1 Resene Panels are not transferable or exchangeable and cannot be redeemed for cash.

HOW TO CLAIM

6. \$1 Resene Panels are not available at the time of purchasing the Participating Product. To claim \$1 Resene Panels, claimants must:
 - a. have purchased a Participating Product from a Participating Retailer between 9:00am on 28th August 2024 until 9:00pm on 24th September 2024; and
 - b. submit their claim before the Due Date to nzpromotions@samsung.com with details of their claim including:
 - the claimant's full name, physical address, and day time phone number;
 - the invoice details and serial number of the participating product purchased; and
 - a copy of the proof of purchase and a photo of the serial numbers
7. All required information and documentation must be sent and received by the Promoter before the Due Date for the claim to be deemed valid.
8. Claimants will receive a voucher code ("**Voucher Code**") to purchase a set of Resene Panels (two top panels and two bottom panels) at \$1 (selected from a limited range of Resene colours and subject to availability) from [samsung.com/nz](https://www.samsung.com/nz). Claimants should allow up to 7 working days from the date the Promoter receives their valid claim documentation(s) to receive the Voucher Code. Free delivery of Resene Panels subject to the Promoter's Customer Terms and Conditions of Sale: https://www.samsung.com/nz/estore/static/link_terms_and_conditions_of_sale/
9. If a Claimant is unable to provide the serial number of the purchased Participating Product at the time of emailing their claim, the claim can be submitted later when the serial number is received but no later than the Due Date. Any claims that are not submitted after the Due Date will be deemed invalid. **No outstanding claims will be accepted by the Promoter after the Due Date.**
10. If the serial number and the proof of purchase do not match the details submitted by the Claimant to nzpromotions@samsung.com, the claim will be deemed invalid and will result in an ineligible claim. The Claimant will not be entitled to receive the allocated \$1 Resene Panels until the Promoter has received the required documentation and verified the claim.
11. Fulfilment of any Resene Panels 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.
12. Voucher Code is not transferable, exchangeable, and cannot be redeemed for cash.
13. The Promoter reserves the right to reclaim from any Claimant, the relevant \$1 Resene Panels or equivalent purchase price; if the initially purchased Participating Product is returned (for any reason) after the claim has been processed and fulfilled. This clause does not limit or affect the claimant's rights with regards to warranties on the Participating Product either from the manufacturer or implied by legislation.

GENERAL TERMS AND CONDITIONS

1. 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.
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 Bonus Prize.
3. 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.
4. The Promoter's decision is final and no correspondence will be entered into.
5. All Claimants agree that by providing information and entering the Promotion, that they have read and agreed to these terms and conditions before any bonus is provided to them.
6. Any cost associated with accessing the promotional website is the Claimant's responsibility and is dependent on the Internet Service Provider used.

7. 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.
8. 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 Promotion.
9. 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.
10. 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; (c) any claim, original purchase documentation or relevant Bonus Prize 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 Bonus Prize to that stated in these Terms and Conditions; (e) any tax liability incurred by a Claimant; or (f) use of the relevant bonus.
11. 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 any products within the Participating Product or relevant bonus.
12. 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 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. Email: privacy.nz@samsung.com.
13. 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.
14. 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. Email: nzpromotions@samsung.com.