

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

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

**Buy a selected Samsung product to receive a free gift with purchase**

**(“EStore Promotion”)**

- 1) Subject to the terms and conditions set out below, all orders or purchases paid in full by an Eligible Claimant between 11am on 1<sup>st</sup> July 2024 and 11:59pm on 21<sup>st</sup> July 2024 (“**Promotional Period**”) from the Promoter’s online store ([www.samsung.com/nz](http://www.samsung.com/nz)) e-Store (“**EStore**”) of the following “**Participating Product**” qualify for the corresponding “**Free Gifts**”

<b>Eligible 2024 Samsung Monitor</b>	<b>Participating Samsung SKU</b>	<b>Free Gift SKU</b>	<b>Free Gift</b>
Odyssey OLED G6 G60SD	LS27DG602SEXXY	MU-PE1T0S/WW	T7 Shield 1TB Black
Odyssey OLED G8 G80SD	LS32DG802SEXXY	MU-PE2T0S/WW	T7 Shield 2TB Black
Smart Monitor M5	LS27DM501EEXXY	EI-T5600BWEGWW	SmartTag2 - 1 Pack
Smart Monitor M5	LS32DM501EEXXY	EI-T5600BWEGWW	SmartTag2 - 1 Pack
Smart Monitor M7	LS32DM701UEEXXY	EP-P5400TBEGAU	Wireless Charger Duo
Smart Monitor M8	LS32DM801UEEXXY	EP-P6300TBEGAU	Wireless Charger Trio
ViewFinity S6	LS24D604UAEXXY	EI-T5600BWEGWW	SmartTag2 - 1 Pack
ViewFinity S6	LS27D604UAEXXY	EI-T5600BWEGWW	SmartTag2 - 1 Pack
ViewFinity S6	LS32D604UAEXXY	EI-T5600BWEGWW	SmartTag2 - 1 Pack
ViewFinity S7	LS27D700EAEXXY	EI-T5600BWEGWW	SmartTag2 - 1 Pack
ViewFinity S7	LS32D700EAEXXY	EI-T5600BWEGWW	SmartTag2 - 1 Pack
ViewFinity S8	LS27D804UAEXXY	EI-T5600BWEGWW	SmartTag2 - 1 Pack
ViewFinity S8	LS32D804UAEXXY	EP-P5400TBEGAU	Wireless Charger Duo

- 2) Participation in this EStore Promotion is deemed acceptance of these Terms and Conditions.
- 3) The EStore 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 EStore Promotion. Claimants that meet all of these criteria will be considered an “**Eligible Claimant**”.
- 4) Eligible Claimants are entitled to the EStore Promotion on the following terms and conditions:
- Only one Free Gift permitted per Participating Product.
  - All purchases must be made with New Zealand details, including a New Zealand credit card and a New Zealand delivery address.
  - Eligible Claimants must provide a valid email address, physical address and phone number.
- 5) The EStore Promotion is not available in conjunction with any other offer including discounts or vouchers for purchase at the EStore.

- 6) Fulfilment of 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.
- 7) The Free Gift is not transferable, exchangeable and cannot be redeemed for cash.
- 8) The Promoter reserves the right to reclaim the cost of the Free Gift from any claimant if the Free Gift is paid to the claimant and it subsequently found that the claimant is in breach of these Terms and Conditions.
- 9) The return or refund of any Participating Product shall also oblige the claimant to return the Free Gift or any products purchased with it. The claimant agrees to be liable for all costs, including but not limited to debt recovery, if the Free Gift is not returned with any returned or refunded Participating Product.

## **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) The claimant 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 claim the Free Gift.
- 3) The Promoter's decision is final and no correspondence will be entered into.
- 4) All claimants may, at the Promoter's request, be required to first sign acceptance of these terms and conditions before any Free Gift is provided to them.
- 5) 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 EStore Promotion.
- 6) The Promoter accepts no responsibility for any tax liability incurred as a result of a claimant participating in the EStore Promotion. Claimants should obtain independent tax and financial advice.
- 7) 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 Bonus Gift, 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 EStore 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 EStore Promotion value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of the relevant EStore Promotion.

- 8) Nothing in these Terms and Conditions is intended to exclude, restrict or modify a consumer's rights under the Consumer Guarantees Act. 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 EStore Promotion.
- 9) 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, 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. 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: [estorenz@samsung.com](mailto:estorenz@samsung.com).
- 10) 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: [www.samsung.com/nz](http://www.samsung.com/nz).
- 11) The Promoter is Samsung Electronics New Zealand Limited, 24 The Warehouse Way, Northcote, Auckland 0627. Administration of the EStore 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: 0800 726 786. Email: [estorenz@samsung.com](mailto:estorenz@samsung.com).