

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 9am on 24th October 2024 and 11:59pm on 24th November 2024 (“**Promotional Period**”) from the Promoter’s online store (www.samsung.com/nz) e-Store (“**EStore**”) of the following “**Participating Product**” qualify for the corresponding “**Free Gifts**”

Eligible 2024 Samsung Monitor	Participating Samsung SKU	Free Gift SKU	Free Gift
Odyssey OLED G6 G61SD	LS27DG610SEXXY	MU-PE1T0S/WW	T7 Shield 1TB Black
Odyssey OLED G8 G85SD	LS34DG850SEXXY	MU-PE1T0S/WW	T7 Shield 1TB Black
Odyssey OLED G8 G85SD	LS49DG910SEXXY	MU-PE1T0S/WW	T7 Shield 1TB Black
Odyssey OLED G8 G85SD	LS49DG930SEXXY	MU-PE1T0S/WW	T7 Shield 1TB Black

- 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:
- a) Only one Free Gift permitted per Participating Product.
 - b) All purchases must be made with New Zealand details, including a New Zealand credit card and a New Zealand delivery address.
 - c) 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 [and Free Gift](#) 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. Telephone: 0800 726 786. Email: 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.

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. Telephone: 0800 726 786. Email: estorenz@samsung.com .

Samsung 2024 Monitor Pre-Order Giveaway

Terms & Conditions

Instructions: Order an Eligible 2024 Samsung Monitor between 9am on 24th October 2024 and 11:59pm on 24th November 2024 (“**Promotional Period**”) from the Promoter’s online store (www.samsung.com/nz) e-Store (“**EStore**”) of the following “**Participating Product**” to be in a draw to win a Prize (the “**Promotion**”)!

Table: Eligible 2024 Samsung Monitor and corresponding Prizes

Eligible 2024 Samsung Monitor	Participating Samsung SKU	Prize
Odyssey OLED G6 G61SD	LS27DG610SEXXY	1x NVIDIA GeForce RTX 4090 graphics card (MPN: ROG-STRIX-RTX4090-O24G-GAMING)
Odyssey OLED G8 G85SD	LS34DG850SEXXY	
Odyssey OLED G8 G85SD	LS49DG910SEXXY	
Odyssey OLED G8 G85SD	LS49DG930SEXXY	

Terms and conditions below.

1. The above instructions on how to enter form part of these conditions of entry. Entry into the Promotion is deemed acceptance of these terms and conditions (the “**Terms and Conditions**”).
2. Promotion opens at 9am October 24th 2024 and closes at 11:59pm NZDT on 24th November 2024 (“**Promotion Period**”).
3. The “**Promoter**” is **Samsung Electronics New Zealand Limited**, 24 The Warehouse Way, Northcote, Auckland 0627.
4. The Promotion is open to New Zealand residents only.
5. 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.
6. Employees of the Promoter, any agency involved with this Promotion, and their immediate families are not eligible to enter.
7. To enter the Promotion, during the Promotion Period, entrants must purchase an Eligible 2024 Samsung Monitor from the Promoter’s online store (www.samsung.com/nz) e-Store (“**EStore**”) before the end of the Promotion Period.
8. Only one entry per Eligible 2024 Samsung Monitor purchased and only one Prize per winner.
9. The winner will be drawn at random by the Promoter in its sole discretion, after 24th November 2024. The winner will be notified via email and phone call. In the event that an ineligible entry is selected or the Promoter does not get a response from a winner within five (5) business days of the notification, having made reasonable attempts to do so, the Promoter may deem that winner’s entry invalid. In such scenarios the Promoter reserves the right to conduct a redraw.
10. The Prize is not transferable, changeable or redeemable for cash.
11. If the Prize, or any part of the Prize, is not available for any reason, the Prize may be substituted at the discretion of the Promoter for another or equal or greater value.
12. Fulfilment of any Prize will be processed as per normal lead times as and when the Promoter is able to supply stock. The Promoter will aim to fulfil the Prize within 30 business days.

13. Neither the Promoter nor any other entity associated with this Promotion will be responsible for any late, lost, misdirected or incorrectly submitted entries, including but not limited to entries not received due to technical problems, social media privacy settings or human error. The Promoter has no control over the internet, its service providers or network lines and signals and connectivity and therefore accepts no responsibility for any problems associated with this technology.
14. The Promoter reserves the right to disallow entries in its absolute discretion, including for breaching the above rules, and without giving reasons.
15. The Promoter and its associated agencies or companies accept no responsibility for any tax or other additional costs incurred by a participant in connection with the receipt of any Prize under this Promotion, or incurred in relation to the Promotion or the Prize.
16. The Promoter reserves the right, at any time, to verify the validity of claims and determine the eligibility of entrants (including an entrant's identity) and to disqualify any entry or refuse to award any prize where false or misleading details have been given by an entrant, or where an entrant has behaved in a fraudulent or dishonest manner, or otherwise than in accordance with these terms and conditions or the spirit of the promotion.
17. By entering this Promotion, entrants agree to the use of their names, photographs and likeness for promotional/advertising purposes. The ensuing copyright will rest with the Promoter, without any claim to compensation from the entrants.
18. Entrants agree to comply with all reasonable directions of the Promoter. Entrants agree that they will not do anything that could bring the Promoter or its products into disrepute.
19. If a winner cannot accept the Prize for any reason, their Prize will be void and no compensation will be payable.
20. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
21. All decisions made by the Promoter are final and no correspondence will be entered into.
22. In the event the Promotion cannot operate as anticipated, the Promoter may amend, suspend or cancel any aspect of the Promotion (including any prize) in its sole discretion.
23. Except for any liability that cannot be excluded by law, the Promoter (including its officers, directors, shareholders, employees, advisors, assignees, agents, licensees, representatives, advertising and promotional agencies), 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 attributable to any of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorized access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected ; (d) any variation in the prize; (e) any tax liability incurred by a claimant or entrant; or (f) use of a prize.
24. The Promoter collects and holds personal information provided by entrants for the purposes of this Promotion and for future promotional purposes including contacting entrants after the Promotion with marketing information about Samsung products. The Promoter may, for the purposes of the Promotion, 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. All personal information provided by entrants will be held by the Promoter. Under the Privacy Act 2020, entrants have the right to access and correct any such personal information. Entrants may access and request correction of any of the details about them held by the Promoter by sending an email to privacy.nz@samsung.com.
25. This Promotion is in no way sponsored, endorsed or administered by or associated with any third parties. Any information provided by you in the course of this Promotion is provided to the Promoter.
26. The Promoter reserves the right to update the Terms and Conditions and/or extend, cancel or

amend this promotion at any time.