

## **Samsung S22 City Nights Challenge Competition**

### **Terms and Conditions**

To go into the draw to win a **Samsung Galaxy Tab S8 Ultra**

- Take a picture/selfie using your Galaxy S22 in your city at night and share it to social media with the hashtag #MakeNightsEpic and #withGalaxy or send the photo to our Facebook or Instagram page, as per the instructions on the post (“Entry Criteria”).

The winner will be selected by Samsung in its sole discretion, on or before 9am NZST on Monday 11<sup>th</sup> July. The Promotion is open to New Zealand residents only. Terms and conditions below.

1. Information on how to enter form part of these conditions of entry. Entry into the promotion is deemed acceptance of these terms and conditions.
2. Samsung S22 City Nights Challenge Competition opens at 9am NZST on Monday 13<sup>th</sup> of June and closes at 11:59pm NZST on Sunday 10<sup>th</sup> July. (“**Promotion Period**”).
3. The promoter is **Samsung Electronics New Zealand Limited**, 24 The Warehouse Way, Northcote, Auckland 0627 (“Promoter”).
4. The Promotion is open to New Zealand residents only.
5. If the winner is under 18 years of age, the prize will be awarded to a parent or legal guardian of the winner, as determined by the Promoter, on the winner’s behalf.
6. Employees of the Promoter, any agency involved with this Promotion, and their immediate families are not eligible to enter.
7. The prize for the Promotion is one ‘\$1,949 Samsung Tab S8 Ultra’.
8. Prize may be substituted at the discretion of the Promoter for another of equal or greater value.
9. To enter the Promotion, during the Promotion Period, entrants must:
  - Take a picture/selfie in your city at night and share it to social media with the hashtag #MakeNightsEpic and #withGalaxy or send the photo to our Facebook or Instagram page, as per the instructions on the post (“Entry Criteria”).
10. The winner will be selected at selected by the Promoter in its sole discretion, 9am NZST on Monday 11<sup>th</sup> of July. The winners will be contacted via direct message on Facebook or Instagram.
11. Entrants can enter the competition more than once.

- 12.** By completing the Entry Criteria of this Promotion entrants agree that they have all rights in any photo uploaded, that they grant Samsung a perpetual licence to any photo uploaded as part of the Promotion and indemnify Samsung against any claims for breach of intellectual property from the use of the photo.
- 13.** In the event that an ineligible entry is selected or the Promoter is unable to contact a winner within three days of the Prize draw, having made reasonable attempts to do so, the Promoter may deem that winner's entry invalid. The Promoter will then redraw the Prize winner following the above criteria until an eligible winner contacts the Promoter within the required time frame
- 14.** The Prize will only be delivered within New Zealand and the winner should allow 28 days for delivery of the Prize.
- 15.** The Prize is not transferable, changeable or redeemable for cash.
- 16.** Neither the Promoter nor any other entity associated with this competition 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.
- 17.** The Promoter reserves the right to disallow entries in its absolute discretion, including for breaching the above rules, and without giving reasons.
- 18.** 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.
- 19.** 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 a 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.
- 20.** 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.
- 21.** 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.
- 22.** If a winner cannot accept the Prize for any reason, their Prize will be void and no compensation will be payable.
- 23.** Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 24.** All decisions made by the Promoter are final and no correspondence will be entered into.

- 25.** In the event the Promotion cannot operate as anticipated, the Promoter may amend, suspend or cancel any aspect of the competition (including any prize) in its sole discretion.
- 26.** 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.
- 27.** 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 [nzpromotions@samsung.com](mailto:nzpromotions@samsung.com).
- 28.** This Promotion is in no way sponsored, endorsed or administered by or associated with, Instagram or any third parties. Any information provided by you in the course of this Promotion is provided to the Promoter and not to Instagram.
- 29.** The Promoter reserves the right to update the Terms and Conditions and/or extend, cancel or amend this promotion at any time.
- 30.** The Promoter reserves the right to re-post entries on their social media channel with the Entrant's permission.