

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

**Cashback Offer Promotion (“Promotion”)**

**Terms and Conditions**

**DEFINED TERMS**

In these terms and conditions:

**Cashback Amount** means the amount that is equal to 10% of the purchase price of the Eligible Product(s).

**Claimant** means an individual that submits a cashback claim to Samsung for this Promotion.

**Eligible Product** means the category of product that is described as being an “Eligible Product” to the Defective Product in the Eligible Product Matrix in clause [5].

**NZ Bank Account Details** means a bank account details, in New Zealand, in the name of the Claimant, where the account is active and the details provided are correct.

**Promotion Form** means the form provided by Samsung to Claimant to gather required information and evidence for the Promotion.

**Working Day** means any day other than a Saturday, or Sunday or a public holiday observed in New Zealand.

1. To be eligible for the Promotion, the Claimant must meet the criteria set out in 2 below. Participation in the Promotion is deemed acceptance of these Cashback Offer Promotion Terms and Conditions and the General Terms and Conditions.
2. **Eligibility:** To be eligible for this Promotion the Claimant must:
  - a) be a New Zealand resident and over 18 years old;
  - b) have been presented the terms and conditions of this Promotion from an authorised Samsung service centre;
  - c) have purchased an Eligible Product(s) for the Claimant’s own personal use; and
  - d) complete and submit the Promotion Form by providing all requested information to Samsung. Claimants shall, among other things, provide NZ Bank Account Details and a valid receipt or tax invoice for the Eligible Product(s) which clearly states the name of the store, date of purchase, tax invoice number and the payment for the Eligible Product has been made in full.
3. For the purposes of 2b) above, the Samsung service centre shall be presenting the terms and conditions of this Promotion to customers that submit an enquiry to the service centre with regard to a defective Samsung product (“**Defective Product**”) and are provided a quote to remedy the Defective Product.
4. Nothing in these terms and conditions shall be construed as limiting or otherwise preventing the Claimant from exercising their consumer rights under law.
5. **Eligible Product Matrix**

Defective Product	Eligible Product(s)
TV	TV
	TV + Soundbar (purchased within the same transaction – see clause 6 below)
Washing Machine	Washing Machine
	Washing Machine + Dryer (purchased within the same transaction – see clause 6 below)
Dryer	Dryer
	Dryer & Washing Machine (purchased within the same transaction – see clause 6 below)

Oven	Oven
	Oven & Cooktop (purchased within the same transaction – see clause 6 below)
Cooktop	Cooktop
	Cooktop & Oven (purchased within the same transaction – see clause 6 below)
Refrigerator	Refrigerator
Dishwasher	Dishwasher
Microwave	Microwave
Vacuum	Vacuum
	Vacuum & Clean Station (purchased within the same transaction – see clause 6 below)
Monitor	Monitor
	Monitor & Memory (purchased within the same transaction - see clause 6 below)

6. If two products are purchased (e.g. TV and Soundbar), both purchases have to be within the same transaction to be eligible to receive the Cashback Amount for each product.
7. If any of the information requested under the Promotion Form is not provided, or Samsung considers the information to be illegible or indecipherable, there is no obligation on Samsung to provide the Cashback Amount to the Claimant. However, Samsung will use all reasonable efforts to contact the Claimant and obtain the required information.
8. Promotion Form and all required information must be provided to Samsung within fourteen (14) days from the purchase date of the Eligible Product(s) for the claim to be deemed valid.
9. Claims are not transferable or assignable. Only the purchaser of the Eligible Product may submit a claim in respect of that product.
10. Samsung will issue the payment of the Cashback Amount into the Claimant's bank account using the NZ Bank Account Details, within ten (15) Working Days of approval by Samsung of a valid claim.
11. It is the Claimant's responsibility to provide correct NZ Bank Account Details to Samsung.
12. The Promotion Forms and all other materials provided by Claimant to Samsung become the property of Samsung.

## GENERAL TERMS AND CONDITIONS

1. Samsung 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 Samsung 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 Samsung, result in invalidation of a Claimant's claim or entries and forfeiture of any right to the Cashback Amount.
3. In the event of any disputes in relation to entries online and identification of the person making the redemption by email, Samsung reserves the right to award the redemption to the email account holder.
4. Samsung's decision is final and no correspondence will be entered into.
5. Any cost associated with accessing the Promotional website is the claimant's responsibility and is dependent on the Internet Service Provider used.
6. Samsung 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.
7. Samsung 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.
8. Except for any liability that cannot be excluded by law, Samsung (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 Samsung's control); (b) any theft, unauthorised access or third party interference; (c) any claim, original purchase documentation or relevant Cashback Amount that is late, lost, altered, damaged or misdirected (whether or not after their receipt by Samsung) due to any reason beyond the reasonable control of Samsung; (d) any tax liability incurred by a claimant.

9. 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 Defective Product.
10. Samsung 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. Samsung 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 Samsung. Claimants have the right of access to, and right to request correction of, their personal information held by Samsung. Claimants should direct any request to access, update or correct information to Samsung at: Samsung Electronics New Zealand Ltd 24 The Warehouse Way, Northcote, Auckland 0627 or any other address as notified on Samsung's website: [www.samsung.com/nz](http://www.samsung.com/nz). Telephone: 09 47771111. Email: [nzpromotions@samsung.com](mailto:nzpromotions@samsung.com).
11. If Samsung considers that the Promotion is being used to commit fraud, is being used for purposes unintended by Samsung, Samsung in its sole discretion and to the extent permitted by law may:
  - a) invalidate any claim;
  - b) disqualify any Claimant from participating in this and any future promotion; or
  - c) modify, suspend or cancel the Promotion.
12. Samsung, 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 Samsung's reasonable control adversely affects Samsung'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 to the Claimants.
13. 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 Samsung's website: [www.samsung.com/nz](http://www.samsung.com/nz). Telephone: 09 47771111 Email: [nzpromotions@samsung.com](mailto:nzpromotions@samsung.com).