

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

**Promotion Terms and Conditions**

THE SAMSUNG 2023 TV CASHBACK PROMOTION (“Promotion”)

**Defined Terms**

In these Promotion Terms and Conditions:

**Cashback** means the cashback amount set out in the below Cashback matrix.

**Claimant** means an individual that has met the Eligibility Criteria.

**Participating Retailer** means the following retailers:

- Noel Leeming
- Harvey Norman
- 100% appliances
- Heathcotes Appliances
- Smiths City
- JB-Hi-Fi
- PB Tech
- ACL

**Participating Product** means the Samsung TV models identified in the below Participating Products and Cashback matrix.

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

**Promotional Period** means the period between 9:00am on May 24<sup>th</sup> 2023 until 9:00pm on June 28<sup>th</sup> 2023.

1. Participation in this Promotion is deemed acceptance of these Terms and Conditions. The Cashback is not valid in conjunction with any other offer.
2. The Promotion is only open to New Zealand residents who have purchased a Participating Product from a Participating Retailer during the Promotional Period (“**Eligibility Criteria**”).

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 for this promotion.

**PARTICIPATING PRODUCTS AND CASHBACK AMOUNTS**

The Cashback matrix below shows the Cashback for the Participating TV Model for this promotion.

<b>Participating Samsung TV Model</b>	<b>Cashback</b>
QA85QN900CSXNZ	\$1,200
QA75QN900CSXNZ	\$1,200
QA65QN900CSXNZ	\$1,200
QA85QN90CASXNZ	\$800
QA77S95CASXNZ	\$600
QA77S90CASXNZ	\$600
QA75QN90CASXNZ	\$600
QA65S95CASXNZ	\$400
QA55S95CASXNZ	\$400
QA65S90CASXNZ	\$400

QA55S90CASXNZ	\$400
QA65QN90CASXNZ	\$400
QA55QN90CASXNZ	\$400
QA50QN90CASXNZ	\$300
QA43QN90CASXNZ	\$300

## HOW TO CLAIM

- Cashback is not available at the time of purchase. To claim the Cashback, claimants must:
  - have purchased a Participating Product between 9:00am on May 24th 2023 until 9:00pm on June 28th 2023.
  - visit <http://www.samsung.com/nz/offer/>
  - select the promotion banner that relates to the Promotion;
  - register their claim within 14 days of purchase, and in any event before July 12<sup>th</sup> 2023,**
    - the claimant's full name, physical address, bank account details and day time phone number;
    - the invoice details and serial number of the Participating Product purchased; and
    - upload a copy of the proof of purchase and a photo of the serial numbers, then click submit.
- If the proof of purchase and serial numbers were not uploaded online, or emailed to [nzpromotions@samsung.com](mailto:nzpromotions@samsung.com), Claimants can alternatively send a photo of the serial numbers and a copy of their proof of purchase to:

SAMSUNG PROMOTIONS  
PO BOX  
36645  
Northcote  
AUCKLAND 0627
- All required documentation must be sent and received by the Promoter within thirty (30) days from the purchase date of the Participating Product, for the claim to be deemed valid.
- Claimants should allow up to 30 days from the date the claim documentation is received by the Promoter, for receipt of the Cashback. If a claimant is unable to provide the serial number of the purchased Participating Product at the time of emailing their claim, the claim may still be submitted. In such cases, claimants are required to register all details by emailing [nzpromotions@samsung.com](mailto:nzpromotions@samsung.com), by the registration date, without the serial number, with a copy of the proof of purchase, and a copy of the promotional email, within 30 days of purchasing the Participating Product for their claim to be valid. Once the claimant takes delivery of their Participating Product, the claimant must, within 7 days from delivery, and no later than **October 15<sup>th</sup> 2023**, email the serial number to Samsung at [nzpromotions@samsung.com](mailto:nzpromotions@samsung.com). Any claims that do not submit the serial number of the Participating Product within the 7 day deadline will be deemed invalid. **No outstanding claims will be accepted by the Promoter after October 15<sup>th</sup> 2023.**
- If the serial number and the proof of purchase do not match the details submitted by the claimant to [nzpromotions@samsung.com](mailto:nzpromotions@samsung.com), the claim will be deemed invalid and will result in an ineligible claim. The eligible claimant will not be entitled to receive the allocated Cashback until the Promoter has received the required documentation and verified the claim.
- The Promoter reserves the right to reclaim from any claimant, the relevant Cashback amount; if the initially purchased Participating Product is returned 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 Cashback.
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 may be required to first sign acceptance of these terms and conditions before any Cashback 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 Cashback Amount 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 Cashback amount to that stated in these Terms and Conditions; (e) any tax liability incurred by a Claimant; or (f) use of the relevant Cashback amount.
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 Cashback Amount.

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](http://www.samsung.com/nz). Email: [privacy.nz@samsung.com](mailto: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](http://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](http://www.samsung.com/nz). Email: [nzpromotions@samsung.com](mailto:nzpromotions@samsung.com).