

Samsung Electronics Australia Qantas Frequent Flyer Loyalty Program Rewards Scheme

Terms and Conditions

Effective: 22 March 2018

1. Introduction

- 1.1 This Samsung Electronics Australia Qantas Frequent Flyer Loyalty Program Rewards Scheme ("**Scheme**") is an offer for Members to earn five (5) Qantas Points for every \$1 spent by that Member on Eligible Products from the Samsung Online Store
- 1.2 The Scheme is governed by the:
- 1.2.1 Qantas Frequent Flyer Program Terms and Conditions, which are available at the URL www.qantas.com/au/en/frequent-flyer/discover-and-join/terms-and-conditions.html ("**Qantas Terms & Conditions**"); and
- 1.2.2 Samsung Electronics Australia Qantas Frequent Flyer Loyalty Program Rewards Scheme Terms and Conditions ("**Samsung Terms & Conditions**").
- 1.3 Participation in the Scheme constitutes acceptance of the Samsung Terms & Conditions.
- 1.4 In the event of any inconsistency between the Qantas Terms & Conditions and the Samsung Terms & Conditions, the Qantas Terms & Conditions prevail.
- 1.5 The Scheme commences at 12:00am (AEDT) on Thursday, 22 March 2018 and closes at 11.59pm (AEST) on Sunday, 8 April 2018 ("**Scheme Period**"). The Scheme Period may be modified in the absolute discretion of the Promoter or Qantas, subject to any written directions from a regulatory authority.

2. Definitions

2.1 For the purposes of the Samsung Terms & Conditions:

- (a) "**Eligible Product**" means a new Samsung-branded product Purchased by a Member from the Samsung Online Store, but (for the avoidance of doubt) excludes:
- i. installation, insurance, warranty or extended warranty, financing (other than through the program known as 'Samsung Finance' for which information is available at the URL www.samsung.com/au/finance), delivery or any other product which is, at the determination of Samsung in its absolute discretion, additional or ancillary to any Purchase;
 - ii. any products purchased by the Member where that Member is not an end user of the product, meaning that the Member must Purchase the product for their own use and not for resale, resupply, rental or hire-purchase (including distribution or sale to end users, or which are later resold as new stock).

(Note: It is the responsibility of each Member to check whether a product is an Eligible Product, and if so how many Qantas Points will be earned, before making a Purchase).

- (b) "**Member**" means a person who holds a Qantas Frequent Flyer Membership Account;
- (c) "**Missing Qantas Points**" means Qantas Points that have not been received by a Member after the submission of an Eligible Claim in accordance with clause 4 of the Samsung Terms & Conditions;
- (d) "**Purchase**" means a purchase of one or more Eligible Products outright from the Samsung Online Store by making a valid, full and final payment at the time of purchasing the Eligible Product(s) from the Samsung Online Store;
- (e) "**Qantas**" means Qantas Airways Ltd (ACN 009 661 901) of 10 Bourke Road, Mascot NSW 2060,

Australia;

- (f) **"Qantas Frequent Flyer Program"** means the loyalty program described on the website at the URL www.qantas.com/fflyer/dyn/program/welcome and known as 'Qantas Frequent Flyer Program', or any replacement program;
- (g) **"Qantas Frequent Flyer Membership Account"** means a current and valid account held by a Member in respect of their Qantas Frequent Flyer membership;
- (h) **"Qantas Frequent Flyer Membership Number"** means a Member's unique Qantas Frequent Flyer Program membership number in respect of their Qantas Frequent Flyer Membership Account;
- (i) **"Qantas Frequent Flyer Program Terms and Conditions"** means the terms and conditions of the Qantas Frequent Flyer Program issued by Qantas and as amended by Qantas from time to time, available at the URL www.qantas.com/fflyer/dyn/program/terms;
- (j) **"Qantas Points"** means Qantas Points in accordance with the Qantas Terms & Conditions;
- (k) **"Samsung"** means Samsung Electronics Australia Pty Ltd (ACN 002 915 648) of 3 Murray Rose Avenue, Sydney Olympic Park, NSW 2127, Australia;
- (l) **"Samsung Online Store"** means any online portal operated by Samsung in Australia through which eligible consumers or businesses can purchase Eligible Products, including Samsung's e-store in Australia at the URL <https://shop.samsung.com/au/>, the various Samsung Enhanced Partnership Portals available to Samsung employees, contractors and partners, and the Samsung Education Store;
- (m) **"Samsung Online Store Terms & Conditions"** means the terms and conditions applicable to the purchase of Eligible Products from the Samsung Online Store; and
- (n) **"\$"** is a reference to Australian Dollars.

2.2 Unless the context requires otherwise, terms used but not defined in these Samsung Terms & Conditions have the meaning given to those terms in the Qantas Terms & Conditions.

3. **Changes to Scheme**

3.1 Subject to any written directions by a regulatory authority, Samsung and/or Qantas may amend the Scheme, including the Samsung Terms & Conditions, the Qantas Terms & Conditions and/or the Qantas Points offered in relation to Eligible Products, from time to time by providing notice to Members.

4. **Earning Qantas Points**

4.1 To be eligible to claim Qantas Points as part of the Scheme, a claimant must:

- 4.1.1 be a current Member of the Qantas Frequent Flyer Program and have a Qantas Frequent Flyer Membership Account (subject to clause 6.2 of these Samsung Terms & Conditions);
- 4.1.2 select and Purchase one or more Eligible Products from the Samsung Online Store;
- 4.1.3 prior to making the Purchase described in clause 4.1.2 above, input their contact information (including their full name, billing address, delivery address, contact number and email address) and their Qantas Frequent Flyer Membership Number on the Samsung Online Store; and
- 4.1.4 comply with the Samsung Terms & Conditions, Qantas Terms & Conditions and Samsung Online Store Terms & Conditions at all times,

(each eligible claim, an **"Eligible Claim"** and each eligible claimant, an **"Eligible Claimant"**).

4.2 Qantas will then, within thirty (30) days of the email described in clause 4.2 above, credit the Eligible Claimant's Qantas Frequent Flyer Membership Account with five (5) Qantas Points for every \$1 of Eligible Product(s)

Purchased by the Eligible Claimant from the Samsung Online Store.

4.3 Each claimant may submit a maximum of one (1) Eligible Claim for each Eligible Product Purchased from the Samsung Online Store as part of this Scheme, however claimants may submit an unlimited number of claims in respect of each Eligible Product Purchased as part of this Scheme.

4.4 Eligible Claimants who submit an Eligible Claim for Qantas Points as part of any other scheme, promotion or competition which requires entrants to purchase a Samsung product (whether or not an Eligible Product) from the Samsung Online Store in order to receive Qantas Points will not be able to receive Qantas Points as part of this Scheme.

5. **Validation of claims**

5.1 Claimants must ensure that all information provided in accordance with clause 4.1.3 of these Samsung Terms & Conditions is correct, up-to-date and valid.

5.2 Samsung and/or Qantas may require a claimant to provide further information or documents to validate a claim (including information provided in accordance with clause 4.1.3 of these Samsung Terms & Conditions), including where a claimant has provided invalid or incorrect information (for example, an invalid or incomplete Qantas Frequent Flyer Membership Number). Samsung and/or Qantas will inform claimants of any further information or documents they require in order to validate a claim by email or by telephone as soon as possible after a claim is submitted. The claimant will then have until fourteen (14) days after being contacted by Samsung and/or Qantas to provide this information in the manner specified by Samsung and/or Qantas. Samsung and/or Qantas may in their absolute discretion invalidate any claim if the claimant fails to provide the required information within this fourteen (14) day period.

6. **General**

6.1 If an Eligible Product Purchased as part of a claim is returned to Samsung for a refund or an exchange, that claim is disqualified from this Scheme and the claimant who made that claim is not entitled to receive Qantas Points in accordance with this Scheme. If the Eligible Product submitted as part of a claim is returned for a refund or exchange and the claimant has already received Qantas Points as part of their Eligible Claim, Qantas may reclaim those Qantas Points from the claimant without compensation to the claimant.

6.2 If a claimant is not a Member of the Qantas Frequent Flyer Program at the time of Purchasing an Eligible Product, that claimant may apply to Qantas to become a Member by visiting the URL <https://www.qantas.com/fflyer/dyns/joinff> and following the prompts.

6.3 Claims by Members for the crediting of Missing Qantas Points (either because the claimant was not a Member of the Frequent Flyer Program at the time of Purchasing an Eligible Product or a Member forgot to input their Qantas Frequent Flyer Membership Number when they made their Purchase) must be made by the Member to Samsung within thirty (30) days of the Purchase. In addition to providing their Qantas Frequent Flyer Membership Number, Samsung may require the claimant to provide information or documents evidencing their Purchase of their Eligible Product, including each Eligible Product's name and Purchase price. Unless otherwise specified by Qantas, claims for the crediting of Missing Qantas Points cannot be made if the Membership is not current or if the Membership Account was not active at the time that the Eligible Claim was submitted.

6.4 Samsung and/or Qantas may, at any time, verify the validity of claims and claimants, and disqualify any claimant who does not comply with the Qantas Terms & Conditions and/or the Samsung Terms & Conditions, tampers with the claim process, or is not otherwise an Eligible Claimant. Errors or omissions by claimants may be accepted in Samsung's and/or Qantas' absolute discretion.

6.5 If this Scheme is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of Samsung including, but not limited to, technical difficulties, unauthorised intervention or fraud, Samsung reserves the right, in its absolute discretion (subject to any written directions from a regulatory authority), to the fullest extent permitted by law: (a) to disqualify any claimant; or (b) to modify, suspend, terminate or cancel the Scheme, as appropriate.

6.6 Samsung may offer additional opportunities to earn Qantas Points under separate promotions from time to time.

- 6.7 Qantas Points will be credited only to the Qantas Frequent Flyer Membership Account of the Member that purchased the Eligible Product in respect of which an Eligible Claim is made.
- 6.8 Failure by Samsung and/or Qantas to enforce any of their rights at any stage does not constitute a waiver of those rights.
- 6.9 Any costs associated with the Scheme and with making a claim is each claimant's responsibility. Samsung makes no guarantee of the availability of its web services and will not be held responsible for the interruption of service that may interfere with a claimant's ability to participate in this Scheme.
- 6.10 Subject to clause 6.11, each claimant releases Samsung (including their officers, employees and agents) from 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 Scheme, 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 entry 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 changes (whether material or otherwise) to Qantas Frequent Flyer Program redemption rates ; (e) any claim, loss, cost or expense in connection with Qantas Points or any tax liability incurred by a claimant; or (f) any use of Qantas Points.
- 6.11 Nothing in these Samsung Terms & Conditions is intended to exclude, restrict or modify any consumer rights under the *Competition and Consumer Act 2010* (Cth) ("**CCA**") or any other legislation which may not be excluded, restricted or modified by agreement. If the CCA or any other legislation implies a condition, warranty or term into the Samsung Terms & Conditions or provides statutory guarantees in connection with these Samsung Terms & Conditions, in respect of goods and services supplied (if any), Samsung's liability for breach of such a condition, warranty, other term or guarantee is limited (at Samsung's election) to the extent it is able to do so: (a) in the case of supply of goods, Samsung doing any one or more of the following: (i) replacing the goods or supplying equivalent goods; (ii) repairing the goods; (iii) paying the cost of replacing the goods or of acquiring equivalent goods; and/or (iv) paying the cost of having the goods repaired; or (b) in the case of supply of services, Samsung doing either or both of the following: (i) supplying the services again; and/or (ii) paying the cost of having the services supplied again.
- 6.12 The Samsung Terms & Conditions are governed by the laws of New South Wales. Claimants submit to the non-exclusive jurisdiction of the courts of New South Wales.
- 6.13 Samsung recommends that claimants consult their accountant or tax adviser to ensure that they understand possible tax (including fringe benefits tax) implications, if any, related to their earning and use of Qantas Points.

7. **Privacy**

Samsung (and/or third parties on Samsung's behalf) collect personal information in order to conduct the Scheme 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 Australian regulatory authorities. The validity of an Eligible Claim is conditional on providing this information. Samsung may also, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning an Eligible Claimant. Eligible Claimants acknowledge that the information provided will be collected by or on behalf of Samsung and may be disclosed to other companies within Samsung's group of companies and to third parties that help Samsung deliver its products and services (including suppliers, contractors, dealers, agents and business partners) or as required by law. Some of these parties may be located outside of Australia, including in Singapore, Korea, Vietnam and/or the Philippines. Eligible Claimants acknowledge that by giving consent to the disclosure of their personal information to the overseas recipients, Samsung will not have an obligation to take reasonable steps to ensure that these overseas recipients do not breach Australian privacy law in relation to that information. In particular, Eligible Claimants acknowledge that in providing their consent, Samsung will not be accountable under the *Privacy Act 1988* (Cth) and Eligible Claimants will not be able to seek redress under the *Privacy Act 1988* (Cth). However, where practicable in the circumstances, Samsung will take reasonable steps to ensure that overseas recipients use and disclose such information in a manner consistent with Samsung's privacy policy (available at the URL www.samsung.com.au/info/privacy.html). Eligible Claimants should direct any request to access, update or correct information to Samsung's Privacy Officer by calling (02) 9763 9700 or emailing privacy.au@samsung.com. The Samsung Terms and Conditions incorporate Samsung's privacy policy and by participating in the Scheme (whether or not as an Eligible Claimant), each claimant (whether or not as an

Eligible Claimant) accepts the Samsung's privacy policy. For further details, please see Samsung's privacy policy (available at the URL www.samsung.com.au/info/privacy.html).

Consumer support is available at:

Email: onlinesupport@samsung.com (Samsung Online Store purchases only)

Phone: 1300 362 603 (option 5) (Samsung Online Store purchases)

Live Chat: https://livechat.support.samsung.com:8002/Customer_Sales/AU (Samsung Online Store)