

## **SAMSUNG FLEXWASH 60-DAY MONEY BACK GUARANTEE OFFER TERMS AND CONDITIONS**

1. Instructions on how to claim and the offer form part of these terms and conditions ("**Terms and Conditions**"). Participation in this "Samsung FlexWash 60-Day Money Back Guarantee Offer" ("**Offer**") is deemed acceptance of these Terms and Conditions. This Offer is not valid in conjunction with any other offer.
2. The promoter is Samsung Electronics Australia Pty Ltd ABN 63 002 915 648 of 3 Murray Rose Avenue, Sydney Olympic Park, NSW 2127 ("**Promoter**" or "**Samsung**").
3. The Offer commences at 9:00am (AEDT) on Tuesday, 31 October 2017, and closes at 11:59pm (AEDT) on Sunday, 31 December 2017 ("**Offer Period**"). The Offer Period may be extended by the Promoter in its absolute discretion.
4. The Refund must be claimed through [www.samsung.com/au/mbg](http://www.samsung.com/au/mbg) and not from any Participating Retail Store (or any other location).

### **Definitions**

5. For the purpose of these Terms and Conditions:
  - a) "**EFT**" means an electronic funds transfer to the Australian bank account nominated by the Eligible Claimant via the Resolution Confirmation Form (defined further below) and in accordance with these Terms and Conditions;
  - b) "**Participating Product**" means the Samsung FlexWash washing machine (model number WV16M9945KV).

For clarity, the definition of a Participating Product expressly excludes "C grade" or "seconds" products, second-hand, refurbished or demonstration products, and any costs, fees, expenses or liability of any description to pay any amount for installation, insurance, warranty or extended warranty, financing, delivery or any other cost which is, at the determination of the Promoter in its absolute discretion, additional or ancillary to the model specified above;
  - c) "**Participating Retail Store**" means any Australian retailer authorised by Samsung to participate in this Offer, and excludes any online bidding or auction websites (including [www.ebay.com.au](http://www.ebay.com.au)) or any unauthorised retailers. The Promoter recommends that prior to purchasing a Participating Product, the customer verify with the retailer that the retailer is authorised by Samsung to participate in this Offer;
  - d) "**Purchase**" means payment in full of the Participating Product during the Offer Period; and
  - e) "**Refund**" means an EFT equal to the amount, in AUD, that the Participating Product was purchased for, including GST, as shown on the original tax invoice of the Participating Product.

### **Privacy**

6. 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 Australian 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 a claimant. Claimants acknowledge that the information they provide will be collected by or on behalf of Samsung and may be disclosed to other group 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 and the Philippines. Claimants acknowledge that by giving consent to the disclosure of his/her 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, the claimant acknowledges that in providing their consent, Samsung will not be accountable under the

*Privacy Act 1988* (Cth) and the claimant 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. Claimants should direct any request to access, update or correct information to Samsung's Privacy Officer at the details provided below. These Terms and Conditions are deemed to incorporate Samsung's privacy policy and by claiming under the Offer (whether or not as an Eligible Claimant), each claimant accepts the terms and conditions of Samsung's privacy policy. For further details see [www.samsung.com/au/info/privacy.html](http://www.samsung.com/au/info/privacy.html).

## Eligibility and claims

7. To be eligible to claim the Refund, a claimant must:
  - a) be aged 18 years old or over and be a natural person (and for clarity not a company, business or organisation of any description, or an employee of the Promoter, a Participating Retail Store or any agency associated with this Offer);
  - b) be an Australian resident, with an Australian residential address;
  - c) Purchase a Participating Product from a Participating Retail Store during the Offer Period;
  - d) visit [www.samsung.com/au/mbg](http://www.samsung.com/au/mbg) and follow the prompts to the online claim form (the "**Online Claim Form**"), and:
    - i. input all requested details, including the claimant's full name, contact telephone number, email address, place of residence and explanation of the reason for the refund request; and
    - ii. submit the fully completed Online Claim Form within sixty (60) days of Purchasing the Participating Product (Online Claim Forms will not be accepted after 11:59pm (AEDT) on Thursday, 1 March 2018);
  - e) when requested by Samsung, provide to Samsung (via email) a copy of the original tax invoice for the Purchase of their Participating Product;
  - f) complete an additional form ("**Resolution Confirmation Form**"), which will be provided by Samsung to each claimant once their Online Claim Form and tax invoice have been validated, and
    - i. input all the requested details, including the bank account details of the claimant's nominated Australian bank account (to which the claimant intends for the Refund to be paid by EFT); and
    - ii. provide the fully completed Resolution Confirmation Form to Samsung within fourteen (14) days of receipt (Resolution Confirmation Forms will not be accepted after 11:59pm (AEDT) on Thursday, 29 March 2018); and
  - g) make the Participating Product available for collection and inspection by a Samsung authorised agent.

(each, an "**Eligible Claimant**").
8. Following submission of an Online Claim Form, a claimant (whether or not an Eligible Claimant) will receive a unique claim reference number ("**Unique Claim Reference Number**") and a Resolution Confirmation Form (subject to validation of their Online Claim Form).
9. All claims must be carried out by the actual purchaser of the Participating Product. Claims or registrations by any other person will not be accepted.

### **Copies of tax invoice**

10. To be an Eligible Claimant and to be able to claim the Refund, a claimant must provide a copy of the original tax invoice for the Participating Product on the Online Claim Form within sixty (60) days of Purchasing their Participating Product.
11. The Promoter will validate the tax invoice submitted by each claimant and will inform a claimant who has provided an invalid tax invoice by email. The claimant will have fourteen (14) days from the date of that email to provide a valid tax invoice.
12. The Promoter reserves the right to invalidate any claims if the claimant has failed to provide a valid tax invoice within fourteen (14) days of notification of an invalid tax invoice by the Promoter.

### **Claim validity**

13. If the Promoter requires any further information to validate a submitted Online Claim Form or Resolution Confirmation Form, the Promoter will inform the claimant by email. The claimant will then have fourteen (14) days from the date of the notification email to provide the requested information to the Promoter, unless expressly stated otherwise in the notification email. The Promoter may, in its absolute discretion, invalidate any claim if the relevant claimant fails to provide the further requested information within fourteen (14) days of the notification email by the Promoter.
14. The Offer and/or any time period that claimants have to make claims and provide further information may be extended in the Promoter's absolute discretion.
15. The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant's identity, contact number and place of residence and tax invoice) 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. The Promoter's decision is final and no correspondence will be entered into. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
16. Incomplete, indecipherable or illegible claims will be deemed invalid. Claimants are responsible for ensuring their correct contact number, email address, bank account details and address details are provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should an otherwise Eligible Claimant fail to receive the Refund because of a failure to provide correct details or to notify of a change to those details, or for providing an invalid tax invoice.
17. Multiple claims for a Refund are permitted, subject to the following:
  - a) only one (1) claim is permitted per Participating Product; and
  - b) each claim must be submitted separately and in accordance with these Terms and Conditions.

### **Refund**

18. The Participating Product must:
  - a) have been used under normal conditions in the application for which the Participating Product is intended and maintained in accordance with the instructions provided;
  - b) not be damaged, including, without limitation, cosmetic damage such as scratches or dents; and
  - c) include all manuals and accessories provided at the time of Purchase.
19. If the Participating Product is not returned in accordance with clause 18 above, the Promoter may, in its absolute discretion, either refuse to provide a Refund or reduce it to take into account the cost of repair for any damage caused to the Participating Product, or any missing manuals or accessories.

20. Eligible Claimants will be notified by email to their nominated email address that their claim has been deemed valid within a reasonable period of time. The Promoter will then arrange to collect the Participating product. Once received the Promoter will then arrange for the Eligible Claimant to receive the Refund (less determined by the Promoter, in its sole discretion, to account for any damage to the Participating Product, or any missing manuals or accessories).
21. EFT payments will only be made into an Australian bank account. Without limiting clause 28, the Promoter is not liable for any EFT payment not being made to, or received by, an Eligible Claimant because the Eligible Claimant does not hold an Australian bank account.
22. If an Eligible Claimant becomes aware that they have submitted incorrect bank account information, the Eligible Claimant must immediately notify the Promoter of the Eligible Claimant's error and provide correct bank account information. If an EFT is made to a bank account which was erroneously submitted by an Eligible Claimant, the Promoter will attempt to reverse the EFT, which, if reversed, will be credited to the Promoter, which will then make an EFT to the Eligible Claimant's resubmitted bank account. The Promoter does not warrant or represent that it will be able to effect an EFT reversal and each Eligible Claimant agrees that if they submit incorrect bank account information, and a Refund is paid to an incorrect bank account, the Refund may be forfeited.
23. The Promoter will process each Refund within twenty-eight (28) days of notification of validation of the Resolution Confirmation Form. The Eligible Claimant may need to allow further time for the funds to be cleared by their bank.

#### **General**

24. Each Eligible Claimant is not required to return the Participating Product to the Participating Retail Store or to the Promoter. Collection of the Participating Product is arranged by the Promoter (at its sole cost and expense) within a reasonable amount of time after validation of the Resolution Confirmation Form.
25. The Refund is not transferable or exchangeable and may be claimed only by the Eligible Claimant who Purchased the Participating Product.
26. If this Offer 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 the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law, to: (a) disqualify any claimant; or (b) modify, suspend, terminate or cancel the Offer, as appropriate.
27. Any cost associated with accessing the Promoter's website for the purpose of registering a claim, and all ancillary costs in completing the Online Claim Form and/or Resolution Confirmation Form, are each claimant's responsibility and is dependent on the internet service provider used. The Promoter makes no guarantee of the availability of its web services and will not be held responsible for interruption of service that may interfere with the ability to participate in the Offer or to receive an EFT.
28. Subject to clause 29, 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 Offer, 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 Refund 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 Refund value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) any use of the Refund.
29. Nothing in these Terms and 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.
30. These Terms and Conditions are governed by the laws of New South Wales. Each claimant submits to the non-exclusive jurisdiction of the courts of New South Wales.

**Customer support: 1300 362 603**