

SAMSUNG QLED TV AND SOUND BAR CASH BACK PROMOTION 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 QLED TV and Sound Bar Cash Back Promotion ("**Promotion**") is deemed acceptance of these Terms and Conditions. This Promotion is not valid in conjunction with any other offer (including, without limitation, any promotion currently being run by the Promoter in connection with Qantas Frequent Flyer Points).
2. The Promotion is for both:
 - a) a QLED Gift payable to each Eligible Claimant who makes a QLED Purchase; or
 - b) a Package Gift payable to each Eligible Claimant who makes a Package Purchase,and who submits an Online Claim Form (with each capitalised term defined below) in accordance with these Terms and Conditions.
3. 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**").
4. The Promotion commences at 9:00am (AEDT) on Thursday, 5 October 2017 and closes at 11.59pm (AEDT) on Sunday, 5 November 2017 ("**Promotional Period**").
5. Delivery of the Participating Product(s) must occur no later than 11:59pm (AEDT) on Sunday 26 November 2017 and Online Claim Forms (defined below) must be submitted between 9:00am (AEDT) on Thursday 5 October 2017 and 11:59pm (AEDT) on Sunday, 3 December 2017 ("**Redemption Period**").

Definitions

6. For the purposes of these Terms and Conditions:
 - a) "**EFT**" means an electronic funds transfer to the Australian bank account nominated by the Eligible Claimant (defined below) in accordance with these Terms and Conditions.
 - b) "**Gift**" means each of a QLED Gift and a Package Gift.
 - c) "**immediate family member**" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
 - d) "**Package Gift**" means an EFT to the value specified in column 4 of the table at clause 6g).
 - e) "**Participating Products**" means the Participating Samsung QLED TVs and the Participating Samsung Sound Bars.
 - f) "**Participating Retail Store**" mean any one of the following Australian retail stores (only):

2nds World
 Appliances Online
 AVA Distribution
 Betta Home Living (not Better Electrical)
 Bing Lee
 Bi-Rite
 BVS Marketing
 Camberwell Electrics
 Coogans
 Costco
 David Leisk Electronics
 Domayne
 Global Rez
 Harvey Norman
 HC Distributors
 JB HiFi
 Joyce Mayne
 Kambo's
 Mitchell & Brown
 Myer
 Northern City Electrical
 Radio Rentals
 Regional Health Care
 Retravision
 RT Edwards
 Spartan Electrical
 The Good Guys
 Video Pro (not VP Pro)
 Westan Australia
 Whitford's of Five Dock
 World's Best Technology
 Winnings/Appliances Online
 XIT Distribution
 Yardly Hospitality

and the Promoter recommends that prior to purchasing a Participating Product, each prospective Eligible Claimant verify with the relevant retailer that the retailer is authorised to participate in this Promotion by Samsung and is a Participating Retail Store. The Promoter reserves the right to add additional Participating Retail Stores in its absolute discretion.

- g) **"Participating Samsung QLED TV"** means each of the Participating Q9 TVs, the Participating Q8 TVs and the Participating Q7 TVs:

Series	Model numbers	Value of QLED Gift	Value of Package Gift
"Participating Q9 TV"	QA88Q9FAMWXXY QA75Q9FAMWXXY QA65Q9FAMWXXY	\$500	\$1,000
"Participating Q8 TV"	QA75Q8CAMWXXY QA65Q8CAMWXXY QA55Q8CAMWXXY	\$300	\$600

Series	Model numbers	Value of QLED Gift	Value of Package Gift
"Participating Q7 TV"	QA75Q7FAMWXXY QA65Q7FAMWXXY QA55Q7FAMWXXY	\$150	\$300

- h) "**Participating Samsung Sound Bar**" means each of following Samsung Sound Bar models:
- (i) HW-K950 Dolby Atmos Soundbar;
 - (ii) HW-K850 Dolby Atmos Soundbar;
 - (iii) HW-MS750 Soundbar Sound+;
 - (iv) HW-MS650 Soundbar Sound+; and
 - (v) HW-MS6501 Soundbar Sound+.

For clarity, the definitions of a Participating Samsung QLED TV and Participating Samsung Sound Bar expressly exclude "C grade" or "seconds" products, second-hand, refurbished, demonstration or financed 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 models listed in the table above.

- i) "**Purchase**" means payment in full.
- j) "**QLED Gift**" means an EFT to the value specified in column 3 of the table at clause 6g).
- k) "\$" is a reference to Australian dollars.

Eligibility and claims

7. To be eligible to claim a Gift, each claimant must:
- a) be aged 18 years old or over, or if under the age of 18, have obtained the consent of their parent or legal guardian to enter this Promotion, and be a natural person (and for clarity not a company, reseller, distributor, business or organisation of any description, or an employee of the Promoter, Participating Retail Store or any agency associated with this Promotion, or any immediate family member of such a person);
 - b) be an Australian resident with an Australian residential address;
 - c) either:
 - i. Purchase outright a Participating Samsung QLED TV ("**QLED Purchase**"); or

- ii. Purchase outright a Participating Samsung QLED TV and a Participating Samsung Sound Bar (which must both appear on the same original tax invoice) in the same transaction ("**Package Purchase**"),

from any Participating Retail Store during the Promotional Period, subject to clause 17;

- d) receive the Participating Product(s) on or before 11:59pm (AEDT) on Sunday 26 November 2017;
- e) during the Redemption Period, visit www.samsung.com/au/offer, click on the Promotion page ("**Website**"), follow the prompts to the online claim form ("**Online Claim Form**"), and:
 - i. input the claimant's requested details, including, without limitation, the claimant's full name, contact telephone number, email address and residential address;
 - ii. indicate:
 - A. whether the claimant has made a QLED Purchase or a Package Purchase; and
 - B. the model number of the Participating Samsung QLED TV and/or Participating Sound Bar (as applicable) that was Purchased,and upload a copy of the original tax invoice in respect of that Purchase;
 - iii. provide the serial number, and a photo of the serial number, of their Participating Product(s) Purchased in accordance with clause 10 below, and subject to clause 11;
 - iv. complete the EFT section providing the bank account details of the claimant's Australian bank account; and
 - v. submit the fully completed Online Claim Form during the Redemption Period,

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

- 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**"). That claimant may use his/her Unique Claim Reference Number to access the track claim page ("**Track Claim Page**") on the Website.
- 9. All claims may only be made by the actual Purchaser of the Participating Products. Claims or registrations by any other person will not be accepted.

Serial numbers and copies of tax invoices

- 10. The Promoter must receive the following from a claimant for their claim to be valid: i) a valid serial number for each of the Participating Products Purchased, (ii) a photo of the serial number for each of the Participating Products Purchased and (iii) a copy of the original tax invoice with respect to the Participating Products Purchased (the Purchased Participating Products must both appear on the same original tax invoice).

11. If a claimant is unable to provide the serial number and serial number photo of one or each of their Participating Products at the time of submitting the Online Claim Form, the claimant must still submit the Online Claim Form during the Redemption Period and tick the relevant box/es to indicate they have not yet received their Participating Samsung QLED TV and/or Participating Samsung Sound Bar. The claimant must then provide the Promoter with the serial number of their Participating Samsung QLED TV and/or Participating Samsung Sound Bar within seven (7) days of receiving the Participating Samsung QLED TV and/or Participating Samsung Sound Bar through that claimant's Track Claim Page, so long as that serial number and serial number photo is provided on or before Sunday, 3 December 2017. If the claimant does not receive their Participating Product(s) by 26 November 2017 (for reasons outside of their control) and/or cannot submit the serial number and serial number photo by Sunday, 3 December 2017, the claimant should contact the Promoter using the contact details provided below, and Samsung may permit the claim to proceed having regard to all of the circumstances.
12. The Promoter will validate all serial numbers and photos of serial numbers of Participating Products and the tax invoice submitted by each claimant and will inform a claimant who has provided an invalid serial number/s, and/or photo/s of the serial number/s and/or tax invoice by email. The claimant will have fourteen (14) days from the date of that email to provide a valid serial number/s, and/or photo/s of the serial number/s and/or tax invoice, as applicable.
13. The Promoter reserves the right to invalidate any claims if a claimant has failed to provide a valid serial number/s and/or a photo of the serial number/s and/or tax invoice within fourteen (14) days of notification of an invalid serial number/s and/or photo of the serial number/s and/or tax invoice by the Promoter.

Claim validity

14. If the Promoter requires any further information in order to validate a submitted Online Claim Form, the Promoter will inform the Eligible Claimant by email. The Eligible 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 reserves the right to invalidate any claims if the Eligible Claimant has failed to provide the further requested information within fourteen (14) days of the notification email by the Promoter.
15. The Promotional Period may be extended at the Promoter's absolute discretion.
16. 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, tax invoice and serial numbers) 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. All decisions of the Promoter are 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.
17. A claimant who purchases a Participating Product on credit is not entitled to participate in this Promotion.
18. Incomplete, indecipherable or illegible claims will be deemed invalid. Claimants are responsible for ensuring their correct contact email, bank account details (if relevant) and address details are provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should an Eligible Claimant fail to

receive their Gift because of a failure to notify the Promoter of correct details or of a change to those details, or for providing invalid information.

19. Multiple claims are permitted, subject to the following:
 - a) only one (1) claim is permitted per Participating Samsung QLED TV and Participating Samsung Sound Bar purchased;
 - b) only three (3) claims are permitted per household; and
 - c) each claim must be submitted separately and in accordance with these Terms and Conditions.

Gifts

20. Eligible Claimants will be notified by email to their nominated email address if their claim is deemed valid.
21. Eligible Claimants who made a QLED Purchase as part of an Eligible Claim are entitled to a QLED Gift to the value specified in column 3 of the table at clause 6g) corresponding to the Participating Samsung QLED TV that they Purchased.
22. Eligible Claimants who made a Package Purchase as part of an Eligible Claim are entitled to a Package Gift to the value specified in column 4 of the table at clause 6g) corresponding to the Participating Samsung QLED TV that they Purchased.
23. The Promoter will then issue an EFT for the value of the QLED Gift or Package Gift, as applicable, to the nominated bank account provided to the Promoter on the Online Claim Form.

EFT Gifts

24. EFT payments will only be made into Australian bank accounts. If an Eligible Claimant does not hold an Australian bank account, the Eligible Claimant should contact the Promoter directly to discuss whether there are any potential alternative payment options. Without limiting clause 33, the Promoter is not liable for any EFT payment not being made to, or received by, the Eligible Claimant because the Eligible Claimant does not hold an Australian bank account.
25. To receive an EFT, an Eligible Claimant is required to select EFT on the Online Claim Form and to enter their Australian bank account name, Bank-State-Branch (BSB) code and account number.
26. 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. If an EFT is reversed and then retransferred because of an error of an Eligible Claimant, an AUD \$7.95 bank re-issuing fee will be deducted from the amount of the Gift transferred 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 Eligible Claimants agree that if they submit incorrect bank account information, and an EFT is paid to an incorrect bank account, the relevant EFT (and therefore, Gift) may be forfeited.

27. Eligible Claimants who have selected to receive their Gift by EFT should allow twenty eight (28) days from the date their claim is deemed valid by the Promoter for the EFT to be made to their nominated bank account, and may need to allow several days thereafter for the funds to clear.

General

28. The Promoter reserves the right to reclaim the Gift from any Eligible Claimant, if the either of the initially purchased Participating Products are returned after the claim has been processed and fulfilled. This clause does not limit or affect the Eligible Claimant's rights with regards to warranties on the Participating Products.
29. If the Gift is unavailable, the Promoter, in its discretion, reserves the right to substitute the Gift with a gift to the equal value and/or specification.
30. The Gift is not transferable or exchangeable and can only be made out to the Eligible Claimant whose name is stated on the tax invoice.
31. If this Promotion 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 Promotion, as appropriate.
32. Any cost associated with accessing the Promoter's website for the purpose of registering a claim is 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 Promotion or to receive a Gift.
33. Subject to clause 34, 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 Gift 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 Gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) any use of the Gift.
34. 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. If the CCA or any other legislation implies a condition, warranty or term into the Terms and Conditions or provides statutory guarantees in connection with these Terms and Conditions, in respect of goods and services supplied (if any), the Promoter's liability for breach of such a condition, warranty, other term or guarantee is limited to (at the Promoter's election), to the extent it is able to do so: (a) in the case of supply of goods, the Promoter 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, the Promoter doing either or both of the following: (i) supplying the services again; and/or (ii) paying the cost of having the services supplied again.

35. Samsung collects personal information in order to conduct the Promotion 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 the 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 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, 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 the Samsung Privacy Officer at the details provided below. All claims become the property of the Promoter. These Terms and Conditions are deemed to incorporate the Samsung's privacy policy and by entering the Promotion (whether or not as an Eligible Claimant), claimants accept the terms and conditions of Samsung's privacy policy. For further details see the Promoter's privacy policy at www.samsung.com/au/info/privacy.html.

Consumer promotion support is available at:

Email: contact@promotions-samsung.com

Phone: 1800 900 730