

Samsung Soundbar and Sub-woofer Qantas Points 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 Soundbar & Sub-woofer Qantas Points Promotion' ("**Qantas Frequent Flyer Promotion**") is deemed acceptance of these Terms and Conditions. This Qantas Frequent Flyer Promotion is not valid in conjunction with any other offer.
2. The Qantas Frequent Flyer Promotion is for an allocation of Qantas Points to Eligible Claimants who Purchases Participating Products from a Participating Retail Store during the Promotional Period in accordance with these Terms and Conditions, with either 5,000 or 10,000 Qantas Points allocated depending on which Participating Product is Purchased (each capitalised term defined below).
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 Qantas Frequent Flyer Promotion commences at 9:00am (AEST) on Monday 3 July 2017, and closes at 11.59pm (AEST) on Thursday, 31 August 2017, ("**Promotional Period**"). The Promotional Period may be extended in the sole discretion of the Promoter.

Definitions

5. For the purposes of these Terms and Conditions:
 - a) "**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;
 - b) "**Missing Qantas Points**" means Qantas Points that have not been received by a Qantas Member after the successful validation of an Eligible Claim in accordance with Clause 7;
 - a) "**Participating Product**" means each of the following Samsung Soundbar and Sub-woofer models, together with the Qantas Points available for each model:

Product name	Participating Product	Qantas Points
Series 7 HW-MS750 Soundbar Sound+*	HW-MS750/XY	5,000
Series 6 HW-MS650 Soundbar Sound+	HW-MS650/XY	5,000
Series 6 HW-MS6501 Curved Soundbar Sound+	HW-MS6501/XY	5,000
Series 7 SWA-M700 Sub Sound+*	SWA-W700/XY	5,000
Series 9 HW-K950 with Dolby Atmos	HW-K950/XY	10,000
Series 8 HW-850 with Dolby Atmos	HW-K850/XY	10,000

*** Note – Samsung intends to launch the Series 7 HW-MS750 Soundbar Sound+ HW-MS750/XY & Series 7 SWA-M700 Sub Sound+ SWA-W700/XY during the Promotional Period on 1 August 2017. However this date may be subject to change or delay at Samsung's absolute discretion. If a product is not launched and available for purchase during the Promotional Period that product will not be an Eligible Product.**

and, for clarity, 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 models listed in the table above. Participating Product are those supplied by Samsung in Australia and sold directly or by an Australian retailer or a retailer that delivers to Australia (either online or in store) authorised by Samsung to sell products;

- c) **"Participating Retail Store"** means any one of the Australian retail stores trading under the following trading names:
- i. Betta Home Living;
 - ii. Bing Lee;
 - iii. Bi-Rite;
 - iv. Camberwell Electrics;
 - v. Costco;
 - vi. Coogans;
 - vii. Domayne;
 - viii. Harvey Norman;
 - ix. JB Hi-Fi;
 - x. Joyce Mayne;
 - xi. Kambo's;
 - xii. Mitchell and Brown;
 - xiii. Myer;
 - xiv. Radio Rentals;
 - xv. Retravisio;

- xvi. RT Edwards;
- xvii. Spartan Electrical;
- xviii. The Good Guys;
- xix. Video Pro
- xx. 2nds World.
- xxi. Whitfords of Five Dock;
- xxii. Winnings/Appliances Online; and 2nds World.
- xxiii. World's Best Technology
- xxiv. XIT Distribution
- xxv. Westan Australia
- xxvi. HC Distributors
- xxvii. AVA Distribution
- xxviii. Global Rez
- xxix. Yardley Hospitality
- xxx. Northern City Electrical
- xxxi. BVS Marketing
- xxxii. Regional Health Care

The Promoter recommends that prior to purchasing a Participating Product, each claimant verify with the relevant retailer that the retailer is authorised to participate in this Qantas Frequent Flyer Promotion;

- d) **“Proof of Purchase”** means an original tax invoice clearly confirming a Purchase;
- e) **“Proof of Serial Number”** means the serial number of a Participating Product and a photograph of the Participating Product clearly showing the serial number.
- f) **“Purchase”** means either making full and final payment for a Participating Product during the Promotional Period or successfully and validly purchasing a Participating Product by entering a final and binding finance agreement in relation to a Participating Product during the Promotional Period. This does not include laybys unless the final

layby payment is made during the Promotional Period;

- g) "**Qantas**" means Qantas Airways Limited ABN 16 009 661 901;
- h) "**Qantas Frequent Flyer Program**" means the frequent flyer program operated by a Qantas Group Company;
- i) "**Qantas Group Company**" means Qantas or any related body corporate (as that term is defined in the *Corporations Act 2001* (Cth)) of Qantas from time to time;
- j) "**Qantas Frequent Flyer Member**" means a person who is a member of the Qantas Frequent Flyer Program (for individuals) ;
- k) "**Qantas Membership Account**" means the account held by a Qantas Frequent Flyer Member in respect of their Qantas Frequent Flyer Program membership.
- l) "**Qantas Frequent Flyer Membership Number**" means the membership number allocated in respect of a Qantas Membership Account;
- m) "**Qantas Points**" means Qantas Frequent Flyer Program points which may be accrued by a Qantas Frequent Flyer Member, held to the credit of their Qantas Membership Account and used in accordance with Qantas' applicable terms and conditions;
- n) "**RRP**" means recommended retail price; and
- o) "**\$**" is a reference to Australian Dollars.

Privacy

6. Samsung and its agents collect personal information in order to conduct the Qantas Frequent Flyer 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 an Eligible Claim is conditional on providing this information. Samsung and its agents 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 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, claimants acknowledge that in providing 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 Qantas Frequent Flyer Promotion (whether or not as an Eligible Claimant), each claimant accepts the terms and conditions of Samsung's privacy policy. For further details see <http://www.samsung.com/au/info/privacy/>.

Eligibility and claims

7. To be eligible to claim Qantas Points, each claimant must:
- a) be an Australian resident currently living in Australia with an Australian residential and postal address;
 - b) 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 participate in this Promotion;
 - c) not be an employee of the Promoter, of a Participating Retail Store or of any agency associated with this Qantas Frequent Flyer Promotion, or be an Immediate Family Member of such a person;
 - d) be a member of Qantas Frequent Flyer Program, or become a member of Qantas Frequent Flyer Program by visiting www.qantaspoints.com/freejoinsamsung
 - e) at all times comply with the Qantas Frequent Flyer Program's terms and conditions;
 - f) be the Participating Product's end-user, meaning the claimant must Purchase the Participating Product for their own use and not for re-sale, re-supply, rental, hire purchase or any other use;
 - g) make a Purchase and retain the original Proof of Purchase in respect of that Purchase; and
 - h) within 6 months of making a Purchase, visit www.samsung.com/au/promotions/soundbar-qantas ("**Website**") and:
 - i. confirm that the claimant is a member of Qantas Frequent Flyer Program. If the claimant is not a Qantas Frequent Flyer Member, they must join before continuing by visiting: www.qantaspoints.com/freejoinsamsung.
 - ii. register a Samsung account by following the prompts and instructions on the Website to provide information including the claimant's full name, contact telephone number, email address and residential address;
 - iii. follow the prompts and instructions on the Website to provide Purchase details through the online claim form ("**Online Claim Form**");

- iv. provide Proof of Serial Number;
- v. upload a copy of the Proof of Purchase, which may be in the form of a scanned copy or photograph;
- vi. follow the prompts, to provide information required by Samsung, including the claimant's Qantas Frequent Flyer Membership Number and surname; and
- vii. submit the completed Online Claim Form;

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

8. After submitting an Online Claim Form, each claimant will receive a unique claim reference number ("**Reference Number**"). Claimants may log in to the Website via 'My Claim list' to check their claim status.
9. All claims may only be made by the actual purchaser of the Participating Products. Claims by any other person will not be accepted.
10. An Eligible Claimant may make an unlimited number of Eligible Claims, and may make only one Eligible Claim in respect of each Purchase.
11. Before making a purchase, it is the claimant's responsibility to ensure they, and any product they purchase, are eligible to earn Qantas Points in accordance with these Terms and Conditions and, if so, how many Qantas Points the claimant may earn.

Serial numbers

12. Claimants must receive their Participating Product before submitting the Online Claim Form. Claimants must submit their Online Claim Form within 6 months of their Purchase.

Validation of claims

13. The Promoter will:
 - a) ensure that the Proof of Serial Number provided by a claimant in the course of their Eligible Claim is valid; and
 - b) ensure that the Proof of Purchase submitted by each claimant in the course of their Eligible Claim is valid.
14. Once a claimant's claim has been validated in accordance with clause 13, the Promoter will contact the Eligible Claimant by email to confirm that their Eligible Claim was successful. Qantas will then endeavour to, within 30 days of that notification email, credit the Qantas Membership Account of the Eligible Claimant who made that Eligible Claim with the Qantas Points available in respect of the Participating Product Purchased as part of that Eligible Claim, being either 5,000 or 10,000 Qantas Points depending on the Participating Product.

Requests for further information

15. In the event that a claimant has provided an invalid Proof of Serial Number and/or Proof of Purchase for the purposes of clause 13, that claimant will be informed by email of the nature of the invalidity. The claimant will have until fourteen (14) days after notification to provide a valid Proof of Serial Number and/or Proof of Purchase, as applicable, via email to gantas@promotions-samsung.com.
16. The Promoter may invalidate a claim if a claimant fails to provide a valid Proof of Serial Number and/or Proof of Purchase within fourteen (14) days of notification of an invalid Proof of Serial Number and/or Proof of Purchase.
17. The Promoter may request any further information necessary to validate a submitted Online Claim Form. If so, the Promoter may inform the claimant by email. The claimant must provide information requested within fourteen (14) days after receiving the request from the Promoter. The Promoter may invalidate any claims if the claimant fails to do so.
18. The Promoter may, at any time, verify the validity of claims and claimants (including a claimant's identity, age and place of residence, Proof of Purchase and Proof of Serial Number provided as part of a claim) 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.
19. Incomplete, indecipherable or illegible claims will be deemed invalid. Claimants are responsible for ensuring their correct contact email, Qantas Frequent Flyer Membership Number 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 Qantas Points because of a failure to notify the Promoter of correct details or of a change to those details, or for otherwise providing incorrect information.

General

20. If a Participating Product submitted as part of a claim is returned for a refund or exchange, that claim is disqualified from this Qantas Frequent Flyer Promotion and is not entitled to receive Qantas Points. If the Participating Product submitted as part of a claim is returned for a refund or exchange and the claimant has already received Qantas Points from Qantas as part of their Eligible Claim, Qantas may reclaim those Qantas Points from the claimant without compensation to the claimant.
21. Use of Qantas Points is subject to Qantas' terms and conditions, available at www.qantas.com/terms.
22. Qantas Points will be credited only to the Qantas Membership Account of the purchaser of the Participating Product that forms part of an Eligible Claim.
23. A Qantas Frequent Flyer Member must claim any Missing Qantas Points from Samsung within

60 days of the confirmation of a successful Eligible Claim. Unless otherwise specified by Samsung, claims for crediting Missing Qantas Points cannot be made if the Qantas Frequent Flyer Membership is not current or if the Qantas Membership Account was not active at the time the Eligible Claim was submitted.

24. If this Qantas Frequent Flyer 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 Qantas Frequent Flyer Promotion, as appropriate.
25. Any cost associated with this Qantas Frequent Flyer Promotion and with making a claim is each claimant's responsibility. 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 a claimant's ability to participate in this Qantas Frequent Flyer Promotion.
26. Subject to these terms and conditions, 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 Qantas Frequent Flyer 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 Qantas Points that are 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 tax or other financial liability incurred by a claimant;
 - e) any changes (whether material or otherwise) to Qantas Frequent Flyer redemption rates;
 - f) any use of Qantas Points or inability to use Qantas Points for any or a particular purpose.
27. 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.

28. These Terms and Conditions are governed by the laws of New South Wales. Claimants submit to the non-exclusive jurisdiction of the courts of New South Wales.

Consumer promotion support is available at:

Email: gantas@promotions-samsung.com

Phone: 1800 900 730

**Samsung Soundbar & Sub-woofer Qantas Business Rewards 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 Soundbar & Sub-woofer Qantas Business Rewards Promotion' ("**Qantas Business Rewards Promotion**") is deemed acceptance of these Terms and Conditions. This Promotion is not valid in conjunction with any other offer.
2. The Qantas Business Rewards Promotion is for an allocation of Qantas Points to Eligible Claimants who purchase Participating Products from a Participating Retail Store during the Promotional Period in accordance with these Terms and Conditions, with either 5,000 or 10,000 Qantas Points allocated depending on which Participating Product is Purchased (each capitalised term defined below).
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 (AEST) on Monday, 3 July 2017, and closes at 11.59pm (AEST) on Thursday, 31 August 2017 ("Promotional Period"). The Promotional Period may be extended in the sole discretion of the Promoter.

Definitions

5. For the purposes of these Terms and Conditions:
 - a) "**Missing Qantas Points**" means Qantas Points that have not been received by a Qantas Member after the successful validation of an Eligible Claim in accordance with Clause 7;
 - b) "**Participating Product**" means each of the following Samsung Soundbar and Sub-woofer models, together with the Qantas Points available for each model:

Product name	Participating Product	Qantas Points
Series 7 HW-MS750 Soundbar Sound+*	HW-MS750/XY	5,000
Series 6 HW-MS650 Soundbar Sound+	HW-MS650/XY	5,000
Series 6 HW-MS6501 Curved Soundbar Sound+	HW-MS6501/XY	5,000
Series 7 SWA-M700 Sub Sound+*	SWA-W700/XY	5,000
Series 9 HW-K950 with Dolby Atmos	HW-K950/XY	10,000
Series 8 HW-850 with Dolby Atmos	HW-K850/XY	10,000

***Note – Samsung intends to launch the Series 7 HW-MS750 Soundbar Sound+ HW-MS750/XY & Series 7 SWA-M700 Sub Sound+ SWA-W700/XY during the Promotional Period on 1 August 2017.**

However, this date may be subject to change or delay at Samsung's absolute discretion. If a product is not launched and available for purchase during the Promotional Period that product will not be an Eligible Product.

- b) and, for clarity, 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 models listed in the table above. Participating Product are those supplied by Samsung in Australia and sold directly or by an Australian retailer or a retailer that delivers to Australia (either online or in store) authorised by Samsung to sell products;
- c) **"Participating Retail Store"** means any one of the Australian retail stores trading under the following trading names:
- i. Betta Home Living;
 - ii. Bing Lee;
 - iii. Bi-Rite;
 - iv. Camberwell Electrics;
 - v. Costco;
 - vi. Coogans;
 - vii. Domayne;
 - viii. Harvey Norman;
 - ix. JB Hi-Fi;
 - x. Joyce Mayne;
 - xi. Kambo's;
 - xii. Mitchell and Brown;
 - xiii. Myer;
 - xiv. Radio Rentals;
 - xv. Retravisio;

- xvi. RT Edwards;
- xvii. Spartan Electrical;
- xviii. The Good Guys;
- xix. Video Pro;
- xx. Whitfords of Five Dock;
- xxi. Winnings/Appliances Online; and
- xxii. 2nds World.
- xxiii. World's Best Technology
- xxiv. XIT Distribution
- xxv. Westan Australia
- xxvi. HC Distributors
- xxvii. AVA Distribution
- xxviii. Global Rez
- xxix. Yardley Hospitality
- xxx. Nothern City Electrical
- xxxi. BVS Marketing
- xxxii. Regional Health Care

The Promoter recommends that prior to purchasing a Participating Product, each claimant verify with the relevant retailer that the retailer is authorised to participate in this Qantas Business Rewards Promotion;

- d) **“Proof of Purchase”** means an original tax invoice clearly confirming a Purchase;
- e) **“Proof of Serial Number”** means the serial number of a Participating Product and a photograph of the Participating Product clearly showing the serial number.
- f) **“Purchase”** means either making full and final payment for a Participating Product during the Promotional Period or successfully and validly purchasing a Participating

Product by entering a final and binding finance agreement in relation to a Participating Product during the Promotional Period. This does not include laybys unless the final layby payment is made during the Promotional Period;

- g) **"Qantas"** means Qantas Airways Limited ABN 16 009 661 901;
- h) **"Qantas Business Rewards Program"** means the loyalty program described on the website www.qantas.com/business and known as the 'Qantas Business Rewards Loyalty Program', formerly known as 'Aquire', or any replacement program;
- i) **"Qantas Group Company"** means Qantas or any related body corporate (as that term is defined in the *Corporations Act 2001* (Cth)) of Qantas from time to time;
- j) **"Qantas Business Rewards Member"** means a person who is a member of the Qantas Business Rewards Loyalty Program;
- k) **"Qantas Frequent Flyer Program"** means the frequent flyer program operated by a Qantas Group Company;
- l) **"Qantas Membership Account"** means the account held by a Qantas Business Rewards Member in respect of their Qantas Business Rewards Program membership.
- m) **"Qantas Business Rewards Membership Number"** means the membership number allocated in respect of a Qantas Membership Account;
- n) **"Qantas Points"** means Qantas Business Rewards Program points which may be accrued by a Qantas Business Rewards Member, held to the credit of their Qantas Membership Account and used in accordance with Qantas' applicable terms and conditions;
- o) **"RRP"** means recommended retail price; and
- p) **"\$"** is a reference to Australian Dollars.

Privacy

6. Samsung and its agents collect personal information in order to conduct the Qantas Business Rewards 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 an Eligible Claim is conditional on providing this information. Samsung and its agents 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 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, claimants acknowledge that in providing 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 Qantas Business Rewards Promotion (whether or not as an Eligible Claimant), each claimant accepts the terms and conditions of Samsung's privacy policy. For further details see <http://www.samsung.com/au/info/privacy/>.

Eligibility and claims

7. To be eligible to claim Qantas Points, each claimant must:
- a) be a member of Qantas Business Rewards Program, or become a member of Qantas Business Rewards Program by visiting qantasbusinessrewards.com/samsungfree
 - b) at all times comply with the Qantas Business Rewards Program's terms and conditions;
 - c) be the Participating Product's end-user, meaning the claimant must Purchase the Participating Product for their business use and not for re-sale, re-supply, rental, hire purchase or any other use;
 - d) have its principal place of business in Australia
 - e) not be a re-seller (which includes a retailer) of Samsung products;
 - f) not purchase the Participating Product through an enterprise agreement;
 - g) have less than 200 employees (including permanent, temporary and contracted employees) across its associated entities as defined in section 50AAA of the Corporations Act 2001 (Cth), provided that Samsung may waive this requirement at its absolute discretion on a case by case basis for any purchase.
 - h) make a Purchase and retain the original Proof of Purchase in respect of that purchase; and
 - i) within 6 months of making a Purchase, visit www.samsung.com/au/promotions/soundbar-qantas ("Website") and:
 - i. confirm whether the claimant is a member of Qantas Business Rewards

Program. If the claimant is not a Qantas Business Rewards Member, they must join before continuing;

- ii. register an account as a business if they do not already have one by following the prompts and instructions on the Website which to provide information including the claimant's full business name, ABN, key contact full name, telephone number, email address and business address;
- iii. follow the prompts and instructions on the Website to provide purchase details through the online claim form ("**Online Claim Form**");
- iv. provide valid Proof of Serial Number;
- v. upload a copy of the Proof of Purchase, which may be in the form of a scanned copy or photograph;
- vi. follow the prompts to provide information required by Samsung, including the claimant's Qantas Business Rewards Membership Number; and
- vii. submit the completed Online Claim Form ;

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

8. After submitting an Online Claim Form, each claimant will receive a unique claim reference number ("**Reference Number**"). Claimants may log in to the Website via 'My Claim list' to check their claim status.
9. All claims may only be made by the actual purchaser of the Participating Products. Claims by any other person will not be accepted.
10. An Eligible Claimant may make an unlimited number of Eligible Claims, and may make only one Eligible Claim in respect of each Purchase.
11. Before making a purchase, it is the claimant's responsibility to ensure they, and any product they purchase, are eligible to earn Qantas Points in accordance with these Terms and Conditions and, if so, how many Qantas Points the claimant may earn.

Serial numbers

12. Claimants must receive their Participating Product before submitting the Online Claim Form. Claimants must submit their Online Claim Form within 6 months of their Purchase.

Validation of claims

13. The Promoter will:

- a) ensure that the Proof of Serial Number provided by a claimant in the course of their Eligible claim is valid; and
 - b) ensure that the Proof of Purchase submitted by each claimant in the course of their Eligible claim is valid.
14. Once a claimant's claim has been validated in accordance with clause 13, the Promoter will contact the Eligible Claimant by email to confirm that their Eligible Claim was successful. Qantas will then endeavour to, within 30 days of that notification email, credit the Qantas Business Rewards Membership Account of the Eligible Claimant who made that Eligible Claim with the Qantas Points available in respect of the Participating Product Purchased as part of that Eligible Claim, being either 5,000 or 10,000 Qantas Points depending on the Participating Product.

Requests for further information

15. In the event that a claimant has provided an invalid Proof of Serial Number and/or Proof of Purchase for the purposes of clause 13, that claimant will be informed by email of the nature of the invalidity. The claimant will have until, fourteen (14) days after notification to provide a valid Proof of Serial Number and/or Proof of Purchase, as applicable, via email to gantas@promotions-samsung.com.
16. The Promoter may invalidate a claim if a claimant fails to provide a valid Proof of Serial Number and/or Proof of Purchase within fourteen (14) days of notification of an invalid Proof of Serial Number and/or Proof of Purchase.
17. The Promoter may request any further information necessary to validate a submitted Online Claim Form. If so, the Promoter may inform the claimant by email. The claimant must provide information requested within fourteen (14) days after receiving the request from the Promoter. The Promoter may invalidate any claims if the claimant fails to do so.
18. The Promoter may, at any time, verify the validity of claims and claimants (including a claimant's identity, age and place of residence, Proof of Purchase and Proof of Serial Number provided as part of a claim) 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.
19. Incomplete, indecipherable or illegible claims will be deemed invalid. Claimants are responsible for ensuring their correct contact email, Qantas Business Rewards Membership Number 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 Qantas Points because of a failure to notify the Promoter of correct details or of a change to those details, or for otherwise providing incorrect information.

General

20. If a Participating Product submitted as part of a claim is returned for a refund or exchange, that claim is disqualified from this Qantas Business Rewards Promotion and is not entitled to receive Qantas Points. If the Participating Product submitted as part of a claim is returned for a refund or exchange and the claimant has already received Qantas Points from Qantas as part of their Eligible Claim, Qantas may reclaim those Qantas Points from the claimant without compensation to the claimant.
21. Use of Qantas Points is subject to Qantas' terms and conditions, available at www.qantas.com/fflyer/dyn/program/terms.
22. Qantas Points will be credited only to the Qantas Membership Account of the purchaser of the Participating Product that forms part of an Eligible Claim.
23. A Qantas Business Rewards Member must claim any Missing Qantas Points from Samsung within 60 days of the confirmation of a successful Eligible Claim. Unless otherwise specified by Samsung, claims for crediting Missing Qantas Points cannot be made if the Qantas Business Rewards Membership is not current or if the Qantas Business Rewards Membership Account was not active at the time the Eligible Claim was submitted.
24. If this Qantas Business Rewards 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 Qantas Business Rewards Promotion, as appropriate.
25. Any cost associated with this Qantas Business Rewards Promotion and with making a claim is each claimant's responsibility. 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 a claimant's ability to participate in this Qantas Business Rewards Promotion.
26. Subject to these terms and conditions, 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 Qantas Business Rewards 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 Qantas Points that are 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 tax or other financial liability incurred by a claimant;
 - e) any changes (whether material or otherwise) to Qantas Points and Qantas Frequent Flyer Program redemption rates;
 - f) any use of Qantas Points or inability to use Qantas Points for any or a particular purpose.
27. 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.
28. These Terms and Conditions are governed by the laws of New South Wales. Claimants submit to the non-exclusive jurisdiction of the courts of New South Wales.

Consumer promotion support is available at:

Email: gantas@promotions-samsung.com
Phone: 1800 900 730