

**Samsung Galaxy S8 & S8+ Qantas Business Rewards Points Promotion (February 2018)
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 Galaxy S8 & S8+ Qantas Business Rewards Points Promotion (February 2018)' ("**Promotion**") is deemed acceptance of these Terms and Conditions. This Promotion is not valid in conjunction with any other offer, including the 3 Qantas Points per \$1 offer pursuant to the Samsung Loyalty Program Reward Scheme.
2. The Promotion is for an allocation of 20,000 Qantas Points to Eligible Claimants who purchase a Participating Product from a Participating Retail Store during the Promotional Period in accordance with these Terms and Conditions (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 12.00am (AEDT) on Thursday, 1 February 2018, and closes at 11.59pm (AEDT) on Wednesday, 28 February 2018 ("**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) "**IMEI Number**" means an International Mobile Equipment Identity Number, which can be found on a Participating Product by entering *#06# on the dial pad;
 - 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 these Terms and Conditions;
 - c) "**Participating Product**" means each of the following Samsung Galaxy S8 and S8+ models:

GSCM Model	Part Number	Colour
Galaxy S8+	SM-G955FZKATEL	Black
Galaxy S8+	SM-G955FZDATEL	Gold
Galaxy S8+	SM-G955FZVATEL	Grey
Galaxy S8	SM-G950FZKATEL	Black
Galaxy S8	SM-G950FZDATEL	Gold
Galaxy S8	SM-G950FZVATEL	Grey
Galaxy S8+	SM-G955FZKAOPS	Black
Galaxy S8+	SM-G955FZDAOPS	Gold
Galaxy S8+	SM-G955FZVAOPS	Grey

GSCM Model	Part Number	Colour
Galaxy S8	SM-G950FZKAOPS	Black
Galaxy S8	SM-G950FZDAOPS	Gold
Galaxy S8	SM-G950FZVAOPS	Grey
Galaxy S8+	SM-G955FZKAVAU	Black
Galaxy S8+	SM-G955FZDAVAU	Gold
Galaxy S8+	SM-G955FZVAVAU	Grey
Galaxy S8	SM-G950FZKAVAU	Black
Galaxy S8	SM-G950FZDAVAU	Gold
Galaxy S8	SM-G950FZVAVAU	Grey
Galaxy S8+	SM-G955FZKAXSA	Black
Galaxy S8+	SM-G955FZDAXSA	Gold
Galaxy S8+	SM-G955FZVAXSA	Grey
Galaxy S8+	SM-G955FZBAXSA	Blue
Galaxy S8+	SM-G955FZIAXSA	Pink
Galaxy S8	SM-G950FZKAXSA	Black
Galaxy S8	SM-G950FZDAXSA	Gold
Galaxy S8	SM-G950FZVAXSA	Grey
Galaxy S8	SM-G950FZBAXSA	Blue
Galaxy S8	SM-G950FZIAXSA	Pink

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;

- d) **"Participating Retail Store"** means any Australian retail store telecommunications company, operator or online retailer that sells the Participating Products and is

Authorised by Samsung to participate in the Promotion, but excludes online bidding or auction websites (including eBay), any unauthorised retailer, online retailer or operator.

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 Promotion;

- e) **"Proof of IMEI"** means the IMEI Number itself and a screenshot or photograph of the Participating Product clearly showing the IMEI Number;
- f) **"Proof of Purchase"** means either
 - i. an original tax invoice clearly confirming a Purchase which includes the:
 - (A) Participating Product's name and model;
 - (B) Participating Retail Store (including the relevant store details) from which the Participating Product was Purchased;
 - (C) price paid; and
 - (D) date and time of the Purchase; or
 - ii. a binding agreement, contract, lease, payment plan or welcome letter in relation to a mobile phone plan from a Participating Retail Store, clearly showing the:
 - (A) claimant's business name;
 - (B) Participating Product's name, model and IMEI Number;
 - (C) name of the Participating Retail Store from which the Participating Product was Purchased;
 - (D) terms of the contract or lease; and
 - (E) time and date of Purchase;
- g) **"Purchase"** means either
 - i. purchasing a Participating Product outright from a Participating Retail Store by making full and final payment during the Promotional Period; or
 - ii. entering a binding agreement, contract, lease or payment plan with a Participating Retail Store in relation to a mobile phone plan for a Participating Product during the Promotional Period. The agreement, contract, lease or payment plan must be executed and become binding during the Promotional Period;
- h) **"Qantas"** means Qantas Airways Limited ABN 16 009 661 901;
- i) **"Qantas Business Rewards Member"** means a person who is a member of the Qantas Business Rewards Loyalty Program;
- j) **"Qantas Business Rewards Membership Number"** means the membership number



allocated in respect of a Qantas Membership Account;

- k) **"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;
- l) **"Qantas Frequent Flyer Program"** means the frequent flyer program operated by a Qantas Group Company;
- m) **"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;
- n) **"Qantas Membership Account"** means the account held by a Qantas Business Rewards Member in respect of their Qantas Business Rewards Program membership;
- o) **"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;
- p) **"RRP"** means recommended retail price; and
- q) **"\$"** is a reference to Australian Dollars.

Privacy

6. Samsung and its agents collect 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 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 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 20,000 Qantas Points, each claimant must, during the Promotional Period:



- 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 one (1) month of making a Purchase, visit <http://www.samsung.com/au/samsung-qbr/> ("**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 IMEI 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 before the end of the Promotional Period,

(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 Product. 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 of a Participating Product.
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.
12. Claimants must receive their Participating Product before submitting the Online Claim Form. Claimants must submit their Online Claim Form within 1 month of their Purchase.

Validation of claims

13. The Promoter will:
 - a) ensure that the Proof of IMEI 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 3 Qantas Points for every dollar spent on that Participating Product.

Requests for further information

15. In the event that a claimant has provided an invalid Proof of IMEI 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 IMEI Number and/or Proof of Purchase, as applicable, via email to qantas@promotions-samsung.com.
16. The Promoter may invalidate a claim if a claimant fails to provide a valid Proof of IMEI Number and/or Proof of Purchase within fourteen (14) days of notification of an invalid Proof of IMEI 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 IMEI 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 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 <https://www.qantasbusinessrewards.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 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 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.
25. Any cost associated with this 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 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 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; or
- 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