

"SAMSUNG S20 FIND A PHONE" PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
 2. The Promotion is based on a 'game of skill' and 'first entries received' for a Prize which may be won by an Eligible Entrant who makes an Eligible Entry during the Promotional Period in accordance with these Terms and Conditions (capitalised terms defined below) ("**Promotion**").
 3. The promoter is SAMSUNG ELECTRONICS AUSTRALIA PTY LTD, (ABN 63 002 915 648) of 3 Murray Rose Ave, Sydney Olympic Park, NSW, 2127, telephone 1300 425 299 ("**Promoter**").
 4. Entry is only open to Australian residents aged 18 years or over ("**Eligible Entrant**").
 5. Employees (and their immediate families) of the Promoter, and agencies associated with this Promotion are ineligible to enter. Immediate family 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 1st cousin.
 6. Promotion commences at 05/03/2020 and ends at 11:59 PM AEDT on 31/05/20 ("**Promotional Period**").
 7. Throughout the Promotional Period the Promoter will publish advertising and marketing material associated with the Promotion through various forms of media (including but not limited to print, social, press, electronic direct email, digital and out of home) ("**Advertising Material**"). Selected Advertising Material will contain a hidden unique code that corresponds to a single Prize (defined below) ("**Winning Code**"). For clarity there are one hundred and one (101) Winning Codes that will be presented in separate pieces of Advertising Material and one hundred and one (101) Prizes to be claimed. Some pieces of Advertising Material will contain a hidden code that does not correspond to a Prize, and does not entitle the Eligible Entrant to any Prize. To enter, Eligible Entrants must complete the following steps during the Promotional Period:
 - a. identify a Winning Code located in Advertising Material during the Promotional Period.
 - b. visit microcodes.com.au and follow the prompts to the Promotion entry page, input the requested details (including the Winning Code) and submit the fully completed entry form during the Promotional Period,
- ("Eligible Entry")
8. The first Eligible Entrant to successfully submit an Eligible Entry that contains a Winning Code after each Advertising Material has been published will be eligible to claim a Prize ("**Winner**"). Any subsequent Eligible Entries that do not contain a Winning Code or made after the first successful Eligible Entry will NOT be eligible to claim a Prize (excluding SA residents). A confirmation email will be sent to the email address provided by each winner and their names will be published on microcodes.com.au from 05/06/20.
 9. Only three (3) Eligible Entries are permitted per person per hour.
 10. Limited to one Prize per Eligible Entrant (excluding SA).
 11. The Promoter reserves the right, at any time, to verify the validity of Eligible Entries and Eligible Entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to

enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

12. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.
13. The Promoter's decision is final and no correspondence will be entered into.
14. Each unique Winning Code corresponds to a S20 Ultra 5G Samsung phone, valued at AU \$1,999, ("**Prize**"). There are one hundred and one (101) Prizes available to be claimed.
15. The total Prize pool value is AU \$201,899.
16. If for any reason a Winner does not take or redeem a Prize by the time stipulated by the Promoter, then the Prize will be forfeited.
17. If a Winner becomes aware that they have submitted an incorrect delivery address for the Prize, the Winner must immediately notify the Promoter of the Winner's error and provide the correct delivery address. If the Prize has already been delivered to an address which was erroneously submitted by a Winner, the Promoter will attempt to obtain the Prize from the relevant person, which the Promoter will then deliver to the Winner's resubmitted delivery address. The Winner will be responsible for all Prize recovery and delivery costs. The Promoter does not warrant or represent that it will be able to locate and obtain a Prize delivered to a wrong address and the Winner agrees that if they submit incorrect delivery address information, and a Prize is delivered to an incorrect address, the Prize may be forfeited.
18. If a Prize is unavailable for any reason, the Promoter reserves the right to substitute another prize of equal or greater value for that Prize subject to the approval of any relevant body, where required.
19. Prizes are not transferable or exchangeable and cannot be taken as cash, unless specified otherwise by the Promoter.
20. Eligible Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
21. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid. Any cost associated with accessing the Promotion, is the entrant's responsibility and is dependent on the Internet service provider used.
22. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any Eligible Entrant; or (b) subject to approval by the relevant regulatory authorities, to modify, suspend, terminate or cancel the Promotion, as appropriate.
23. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective 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.

24. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) is not responsible for and 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: (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 Eligible Entry or Prize claim 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 Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Eligible Entrant; or (f) use of a Prize.
25. The Promoter (or third parties on its behalf) may collect personal information to conduct the Promotion and disclose such information to third parties for this purpose, including agents, contractors, service providers and offer suppliers. Validity of an Eligible Entry is conditional on providing this information. Some of these entities may be located outside Australia, including in Singapore, Korea and the Philippines. Claimants acknowledge that by consenting to this disclosure, the Promoter is not obliged to take reasonable steps to ensure overseas recipients do not breach Australian privacy law. All claimants consent to their personal information being collected and stored for this purpose in accordance with the Promoter's privacy policy available at www.samsung.com/au, which forms part of these Terms and Conditions.
26. Entry and continued participation in the Promotion is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at www.facebook.com/terms.php OR the Twitter Terms of Service at <https://twitter.com/tos> OR Instagram Rules, which can be found at <http://instagram.com/about/legal/terms>
27. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook OR Twitter OR Instagram. Entrants understand that they are providing their information to the Promoter and not to Facebook OR Twitter OR Instagram. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this Promotion must be directed to the Promoter and not to Facebook OR Twitter OR Instagram. Facebook OR Twitter OR Instagram will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the Promotion (including taking/use of a Prize), except for any liability which cannot be excluded by law.

SA Permit No. T20/354 NSW Permit No. LTPS/20/42832 ACT Permit No. TP20/00409