

Samsung Summer Air-conditioning Cashback Offer – Nov 2019 Terms and Conditions (T&Cs)				
<b>Promotion</b>	<p>1. These T&amp;Cs govern the Promotion. Instructions on how to enter and claim form part of these T&amp;Cs. Participation in this Promotion is deemed acceptance of these T&amp;Cs. This Promotion is not valid in conjunction with any other offer. Capitalised terms are defined in these T&amp;Cs.</p> <p>2. Eligible Claimants who:</p> <p>2.1 Purchase a Participating Product from a Participating Reseller during the Promotional Period;</p> <p>2.2 submit an Eligible Claim during the Redemption Period; and</p> <p>2.3 otherwise comply with these T&amp;Cs,</p> <p>will receive a Gift.</p>			
<b>Promotional Period (time in Sydney, NSW)</b>	<b>Start time and date</b>	9:00 AM, Friday, 1 November 2019		
	<b>End time and date</b>	11:59 PM, Tuesday, 31 December 2019		
<b>Redemption Period (time in Sydney, NSW)</b>	<b>Start time and date</b>	9:00 AM, Friday, 1 November 2019		
	<b>End time and date</b>	11:59 PM, Friday, 31 January 2020		
<b>Eligible Claimants</b>	Australian residents aged 18 years and over excluding anyone who is not the end user of the Participating Product (including installers and builders).			
<b>Participating Product</b>		<b>Model number</b>	<b>Model number</b>	<b>Gift (\$AUD)</b>
	1.	AC052HCAFKH/SA	AC052TXAPKG/SA	200 EFT Cashback
	2.	AC071HCAFKH/SA	AC071TXAPKG/SA	200 EFT Cashback
	3.	AC090HCAFKH/SA	AC090TXAPKG/SA	200 EFT Cashback
	4.	AC100HCAFKH/SA	AC100TXAPKG/SA	200 EFT Cashback
	5.	AC100HCAFNH/SA	AC100TXAPNG/SA	200 EFT Cashback
	6.	AC120HCAFKH/SA	AC120TXAPKG/SA	400 EFT Cashback
	7.	AC120HCAFNH/SA	AC120TXAPNG/SA	400 EFT Cashback
	8.	AC140HCAFKH/SA	AC140TXAPKG/SA	400 EFT Cashback
	9.	AC140HCAFNH/SA	AC140TXAPNG/SA	400 EFT Cashback
	10.	AC160JXAFKH/SA	AC160TXAPNG/SA	400 EFT Cashback
	11.	AC160JXAFNH/SA	AC160TXAPKG/SA	400 EFT Cashback
	12.	AC180JXAFNH/SA		400 EFT Cashback
	13.	AC200JXAFNH/SA		400 EFT Cashback
The definition of a Participating Product does not include any Excluded Products.				

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<b>Excluded Products</b>	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 models listed in the table above.
<b>Participating Retail Store</b>	Any Samsung <b>Australia Air-conditioning Dealer</b> authorised by the Promoter to participate in this Promotion, excluding: i) any online bidding and auction websites (including www.ebay.com.au); and iii) any unauthorised retailers.
<b>Maximum claims per claimant</b>	
Three (3)	
<b>Eligible Claim</b>	<p>1. To be eligible to claim a Gift, an Eligible Claimant must:</p> <p>1.1. Purchase a Participating Product from a Participating Dealer during the Promotional Period;</p> <p>1.2. during the Redemption Period, visit the Redemption Website <a href="https://www.samsung.com/au/offer/summer-aircon-cashback/">https://www.samsung.com/au/offer/summer-aircon-cashback/</a> and register a personal account (if they do not already have one) by following the prompts and instructions on the Website;</p> <p>1.3. follow the prompts to the online claim form ("<b>Online Claim Form</b>"), and;</p> <p>1.3.1. input all requested details, including, without limitation, the claimant's full name, phone number, email address and residential address;</p> <p>1.3.2. provide:</p> <ul style="list-style-type: none"> <li>(a) the model number of;</li> <li>(b) the serial number;</li> <li>(c) a photo of the serial number; and</li> <li>(d) a copy of the original tax invoice for, the relevant Participating Product, and other such details as required by the Promoter;</li> </ul> <p>1.3.3. provide the bank account details of the claimant's nominated Australian bank account; and</p> <p>1.3.4. Submit the fully completed Online Claim Form during the Redemption Period, (Online Claim Forms will not be accepted after the end of the Redemption Period).</p> <p>("Eligible Claim" or "Eligible Claimant").</p>
<b>Redemption Website</b>	<a href="https://www.samsung.com/au/offer/">www.samsung.com/au/offer/</a>
<b>Purchase</b>	Payment in full by cash, card or through a credit program offered by a Participating Customer where a proof of purchase is provided).
<b>Serial numbers and copies of tax invoices</b>	<p>1. The Promoter will validate all serial numbers and photos of serial numbers of Participating Products and the tax invoices submitted by claimants 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.</p> <p>2. The Promoter may invalidate any claims if a claimant has failed to provide a valid serial number(s), a photo of the serial number(s) and/or tax invoice within fourteen (14) days of notification of an invalid serial number(s), photo of the serial number(s) and/or tax invoice by the Promoter.</p>

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### General

1. Eligible Claimants will be notified via their nominated email address that their claim has been deemed valid within a reasonable period of time. The Promoter will then arrange for the Eligible Claimant to receive the Gift.
2. If the Promoter requires any further information in order to validate a submitted Online Claim Form, or if the Eligible Claimant who has provided any invalid serial number, and/or photo of the serial number and/ or tax invoice by email, 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 may, in its absolute discretion, invalidate any claims if the claimant fails to provide the further requested information within fourteen (14) days of the notification email by the Promoter.
3. A claimant is not an Eligible Claimant and is not entitled to a Gift if that claimant returns the Participating Product to the Participating Reseller from which it was purchased for a refund or exchange. If a claimant returns his/her Participating Product to the Participating Reseller from which it was purchased for a refund or exchange after having received a Gift, that claimant must return the Gift to the Promoter within a reasonable period of time, in a manner directed by the Promoter. This clause does not limit or affect the claimant's rights with regards to warranties on the Participating Product either from the manufacturer or implied by legislation.
4. The Promotional Period and/or the Redemption Period may be extended in the Promoter's absolute discretion.
5. 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, tax invoice and serial number) using all other information available to the Promoter, 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.
6. Incomplete, indecipherable or illegible claims will be deemed invalid. Eligible 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 Eligible Claimant fail to receive their Gift because of a failure to provide correct details or to notify of a change to those details, or for providing an invalid serial number.
7. EFT payments will only be made into an Australian bank account. 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.
8. 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, who 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, a \$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 the Eligible Claimant agrees that if they submit incorrect bank account information, and a Gift is paid to an incorrect bank account, the Gift may be forfeited.
9. Eligible Claimants should allow forty-five (45) days from the date their claim is deemed valid by the Promoter for the EFT to be made to their nominated bank account. The Eligible Claimant may need to allow further time for the funds to be cleared by their bank.
10. If the Gift is unavailable, the Promoter, in its discretion, reserves the right to substitute the Gift with a gift of equal or greater value.
11. The Gift is not transferable or exchangeable and may be claimed only by the Eligible Claimant whose name is stated on the tax invoice. 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.

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	<p>12. 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.</p> <p>13. An Eligible Claimant is responsible for all ancillary costs in completing the Online Claim Form and in claiming and using the Gift, including any internet service charges.</p> <p>14. The Promoter is not responsible for an act or omission of its server administrator which may affect the claimant's ability to submit the Online Claim Form.</p> <p>15. Subject to paragraph 16, except for the liability which cannot be excluded as a matter of law, including the Australian Consumer Law ("<b>ACL</b>"), 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; (b) any theft, unauthorised access or third party interference; (c) any claim, original Purchase documentation or Gift that is late, lost, or misdirected 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.</p> <p>16. Nothing in these Terms and Conditions is intended to exclude, restrict or modify any consumer rights under the <i>Competition and Consumer Act 2010</i> (Cth) ("<b>CCA</b>") 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), 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.</p> <p>17. These Terms and Conditions are governed by the laws of New South Wales. Entrants submit to the non-exclusive jurisdiction of the courts of New South Wales.</p>
<b>Privacy</b>	<p>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 Claim 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 <a href="http://www.samsung.com/au">www.samsung.com/au</a>, which forms part of these T&amp;Cs.</p>
<b>Promoter's details</b>	<p>Samsung Electronics Australia Pty Ltd (ACN 002 915 648)            3 Murray Rose Avenue, Sydney Olympic Park NSW 2127, Australia</p> <p><b>Promotional Support:</b></p> <p>Email: <a href="mailto:promos.au@samsung.com">promos.au@samsung.com</a></p> <p>Phone: 1300 362 603 (option 9)</p>