

## SAMSUNG NVMe SSD CASHBACK 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 NVMe Cashback Promotion' ("**Promotion**") is deemed acceptance of these Terms and Conditions. This Promotion is not valid in conjunction with any other offer.
2. This Promotion is for a Gift payable to each Eligible Claimant who Purchases a Participating Product from a Participating Reseller and submits an Online Claim Form in accordance with these Terms and Conditions (capitalised terms 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, 23 July 2018, and closes at 5:00pm (AEST) on Monday, 20 August 2018 ("**Promotional Period**").

### Definitions

5. For the purpose of these Terms and Conditions:
  - a) "**AUD**" and "**\$**" are references to Australian Dollars;
  - b) "**EFT**" means an electronic funds transfer to the bank account nominated by the Eligible Claimant in accordance with these Terms and Conditions;
  - c) "**Gift**" means an EFT for the amount corresponding to the relevant Participating Product set out in column 3 of the table in clause 5.e);
  - d) "**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;
  - e) "**Participating Product**" means each of the following Samsung products:

Series	Participating Product	Gift (AUD)
970 PRO	MZ-V7P1T0BW	\$120.00
	MZ-V7P512BW	\$75.00
970 EVO	MZ-V7E2T0BW	\$40.00
	MZ-V7E1T0BW	\$35.00
	MZ-V7E500BW	\$30.00
	MZ-V7E250BW	\$10.00
960 PRO	MZ-V6P2T0BW	\$240.00
	MZ-V6P1T0BW	\$120.00
	MZ-V6P512BW	\$75.00

Series	Participating Product	Gift (AUD)
960 EVO	MZ-V6E1T0BW	\$35.00
	MZ-V6E500BW	\$30.00
	MZ-V6E250BW	\$10.00

For clarity, the definition of a 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;

- f) **"Participating Reseller"** means each of the following authorised Samsung resellers:

ALFA COMPUTERS	K.S COMPUTER TECHNOLOGY
ARC COMPUTERS	LANDMARK
AUSCOMP	LEADER
AUSTIN COMPUTERS	LEADING EDGE GROUP
BUDGET PC	METROPOLITAN COMPUTERS AND UPPLIES
CAPITOL COMPUTERS	MSY
CDM	MWAVE
CENTERCOM	ONLINE CENTRE PTY LTD
COMPUTER ALLIANCE	PC CASE GEAR
COMPUWORLD	PLE COMPUTERS
CPL	PRINCIPAL COMPUTERS
DCOMP PTY LTD	RAMCITY
DIGITAL STAR	RTV COMPUTERS
DOTSMART	SCORPION
DROPSHIP CENTRAL	SILICON MEMORY TECHNOLOGIES
EDSYS	STOTT & HOARE
HARRIS TECHNOLOGY	TOPSTAR COMPUTER INTERNATIONAL
HYKA TECHNOLOGY	UMART
IJK INTERNATIONAL	WINTHROP
J&W COMPUTERS	XIT DISTRIBUTION PTY LTD

- g) **"Purchase"** means payment in full for a Participating Product during the Promotional Period.

## Privacy

6. Samsung (or third parties on its behalf) may collect personal information to conduct the Promotion and may, for this purpose, disclose such information to third parties, including agents, contractors, service providers and offer suppliers. Validity of an Eligible Claim is conditional on providing this information. Some of these parties may be located outside of Australia, including in Singapore, Korea and the Philippines. Claimants acknowledge that by consenting to this disclosure, 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. All claimants consent to their personal information being collected and stored for this purpose in accordance with Samsung's privacy policy, available at [www.samsung.com/au](http://www.samsung.com/au), which forms part of these T&Cs.

## Eligibility and claims

7. To be eligible to claim a Gift, a claimant must:

- a) be aged 18 years old or over and be a natural person (and for clarity not a company, business or organisation of any description, or an employee of the Promoter, a Participating Reseller or any agency associated with this Promotion, or any immediate family member of such person);
- b) be an Australian resident, with an Australian residential address;
- c) Purchase a Participating Product from a Participating Reseller during the Promotional Period, subject to clause 13;
- d) visit [www.samsung.com/au/offer/ssd](http://www.samsung.com/au/offer/ssd), follow the prompts to the online claim form (the "**Online Claim Form**"), and:
  - i. input all requested details, including, without limitation, the claimant's full name, contact number, email address, place of residence and the bank account details of the claimant's Australian bank account;
  - ii. provide the serial number, and a photo of the serial number, of their Participating Product and a copy of the original tax invoice to the Promoter in accordance with clauses 10 and 11 below; and
  - iii. subject to clause 11, submit the fully completed Online Claim Form within twenty eight (28) days of Purchase of the Participating Product (Online Claim Forms will not be accepted after 11:59pm (AEST) on Monday, 17 September 2018),

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

8. Eligible Claimants will be notified by email to 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.
9. 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.
10. The Promoter must receive the following from an Eligible Claimant for their claim to be valid: i) a valid serial number for the Participating Product Purchased, (ii) a photo of the

serial number for the Participating Product Purchased and iii) a copy of the original tax invoice with respect to the Participating Product Purchased.

11. If an Eligible Claimant is unable to provide the serial number and a photo of the serial number of their Participating Product at the time of submitting the Online Claim Form, the Eligible Claimant must still submit the Online Claim Form within fourteen (14) days of Purchasing their Participating Product and tick the relevant box to indicate they have not yet received their Participating Product. The Eligible Claimant must then provide the Promoter with the serial number and a photo of the serial number of their Participating Product within seven (7) days of receiving the Participating Product. The Promoter will validate the serial number, photo of the serial number and tax invoice submitted by the Eligible Claimant and will inform an Eligible Claimant who has provided any invalid serial number, and/or photo of the serial number and/ or tax invoice by email. The Eligible Claimant will have fourteen (14) days from the date of that email to provide a valid serial number, and/or photo of the serial number and/ or tax invoice, as applicable.
12. The Promoter reserves the right to invalidate any claims if the Eligible Claimant has failed to provide a valid serial number, and/or photo of the serial number and/or tax invoice within fourteen (14) days of notification of an invalid serial number, and/or photo of the serial number and/or tax invoice by the Promoter.
13. 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.
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 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.
15. The Promotional Period may be extended in 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, contact number and place of residence, tax invoice and serial number) 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.
17. 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.
18. EFT payments will only be made into an Australian bank account Without limiting clause 29, 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.

19. 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.
20. The Promoter will process each Gift within twenty-eight (28) days of notification of validation of the Online Claim Form. The Eligible Claimant may need to allow further time for the funds to be cleared by their bank.
21. Each claimant may claim up to one Eligible Claim only and each Eligible Claimant is entitled to receive up to a maximum of one Gift.
22. The Promoter reserves the right to reclaim from a claimant the Gift if the Participating Product Purchased by that claimant is returned after the claim has been processed and fulfilled. 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.
23. 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.
24. The Gift is not transferable or exchangeable and may be claimed only by the Eligible Claimant whose name is stated on the tax invoice.
25. 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.
26. 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.
27. 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.
28. Subject to clause 29, 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, 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.

29. 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.

30. 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.

**Consumer Promotion support is available at:**

**Email:** [contact@promotions-samsung.com](mailto:contact@promotions-samsung.com)  
**Phone:** 1800 900 730