


**SAMSUNG PAY \$10 VOUCHER PROMOTION DECEMBER 2017  
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 Pay \$10 Voucher Promotion December 2017" ("**Promotion**") is deemed acceptance of these Terms and Conditions. This Promotion is not valid in conjunction with any other promotion or offer.
2. This Promotion is for a Gift deliverable to the first 35,000 Eligible Claimants who make an Eligible Claim using Samsung Pay (with each capitalised term defined below) in accordance with these Terms and Conditions.
3. This Promotion is authorised under NSW Permit No. LTPS/17/19637 and SA Licence No. T17/2182.
4. 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**").
5. The Promotion commences at 10:00:00 (AEDT) on 1st December 2017 and closes at 23:59:59 (AEDT) on 31st December 2017 ("**Promotional Period**").

**Definitions**

6. For the purposes of these Terms and Conditions:
  - a) "**Eligible Card**" means a debit card, credit card or loyalty card supported by Samsung Pay in Australia, a list of which is available at the URL [www.samsung.com/au/apps/samsungpay/banking-partners](http://www.samsung.com/au/apps/samsungpay/banking-partners);
  - b) "**Eligible Device**" means any of the following Samsung Galaxy devices:
    - i. S6 (SM-G920I);
    - ii. S6 Edge (SM-G925I);
    - iii. S6 Edge+ (SM-G928I);
    - iv. Note 5 (SM-N920I);
    - v. S7 (SM-930F);
    - vi. S7 Edge (SM-G935F);
    - vii. A5 (SM-A520F);
    - viii. A7 (SM-A720F);
    - ix. S8 (SM-G950);
    - x. S8+ (SM-G955F) and
    - xi. Note 8 (SM-950F);
  - c) "**Gift**" means a voucher valued at \$10.00 which can be redeemed at Woolworths supermarkets in Australia or on [www.woolworths.com.au](http://www.woolworths.com.au), as described in these Terms and Conditions and subject to clauses 16 to 21.

- 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) **"Samsung Pay"** means the "Samsung Pay" mobile application represented by the adjacent icon and which is available for download on, or comes pre-loaded to, an Eligible Device. 
- f) **"Samsung Account"** means an individual's registered personal account with the Promoter accessible online at the URL <https://webapp.mysamsung.com> and through various mobile applications owned, operated or controlled by the Promoter.
- g) "\$" is a reference to Australian Dollars.

## Privacy

7. Samsung (and/or third parties on Samsung's behalf) 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, Promotion suppliers and, as required, to Australian regulatory authorities. The validity of an Eligible Entry is conditional on providing this information. Samsung may also, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning an Eligible Entrant. Eligible Entrants acknowledge that the information provided will be collected by or on behalf of Samsung and may be disclosed to other companies within the Samsung group of companies and to third parties that help Samsung deliver Samsung's 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, Vietnam and/or the Philippines. Eligible Entrants acknowledge that by giving consent to the disclosure of their 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, Eligible Entrants acknowledge that in providing their consent, Samsung will not be accountable under the *Privacy Act 1988* (Cth) and Eligible Entrants 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. Eligible Entrants should direct any request to access, update or correct information to the Samsung's Privacy Officer by calling (02) 9763 9700 or emailing [privacy.au@samsung.com](mailto:privacy.au@samsung.com). These Terms and Conditions incorporate Samsung's privacy policy and by entering the Promotion (whether or not as an Eligible Entrant), each entrant Promotion (whether or not as an Eligible Entrant) accept the terms and conditions of Samsung's privacy policy. For further details see [www.samsung.com.au/info/privacy.html](http://www.samsung.com.au/info/privacy.html).

## Eligibility and claims

8. To be eligible to claim a Gift, a claimant must, during the Promotional Period:
- a) be a natural person aged 18 years or over and be legally capable of entering into binding contracts;
  - b) not be an employee of the Promoter or of any participating agency associated with this Promotion, or an immediate family member of such person;
  - c) not be a business, club, organisation, association, company or trust;
  - d) be an Australian resident, with an Australian residential address and a valid email address;
  - e) own or have the legal right to possess and use a smartphone compatible with Samsung Pay, and, if they have not previously downloaded and activated Samsung Pay, download

and activate Samsung Pay on their compatible smartphone (including by following all applicable steps to set-up a Samsung Account for the purposes of Samsung Pay);

- f) follow the prompts in Samsung Pay for this Promotion and agree to these Terms and Conditions through Samsung Pay to register to participate in this Promotion;
- g) upload at least one Eligible Card into Samsung Pay on their Eligible Device;
- h) comply with the Samsung Terms of Service Terms and Conditions (available at the URL <https://account.samsung.com/membership/terms>), the Samsung Pay Terms of Service (available at the URL <http://www.samsung.com/au/samsungpay/policy/Samsung-Pay-Terms-of-Service.pdf>), and these Terms and Conditions; and
- i) follow any other reasonable directions provided by Samsung,

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

- 9. The first 35,000 Eligible Claimants who submit an Eligible Claim (each, a **Winner**) will receive a pop-up notice in Samsung Pay confirming they are a Winner and a including a voucher code using which the Winner will be about to receive the Gift (in accordance with clause 10) (**Voucher Code**).
- 10. In order to redeem the Gift, Winners must (during the Promotional Period) follow the steps in Samsung Pay to access the third party redemption website, insert the Voucher Code, and submit further required details (including a valid email address) to receive the Gift.

#### **Claim validity**

- 11. The Promotion, including but not limited to the Promotional Period, may be extended in the Promoter's absolute discretion.
- 12. The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant's identity, contact details, and Samsung Pay account details) and to disqualify any claimant who submits a claim that is not in accordance with these Terms and Conditions, who tampers with the claim process or who holds a Samsung Pay account fraudulently or using any item of false information. 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 time does not constitute a waiver of those rights.
- 13. Each claimant (including Eligible Claimant) is responsible for ensuring their correct contact details are provided with their claim (including Eligible Claim). The Promoter accepts no responsibility should an otherwise Eligible Claimant fail to receive their Gift because of a failure to provide correct contact details.
- 14. Multiple claims for a Gift are not permitted, and only one (1) Eligible Claim is permitted per Eligible Claimant.
- 15. Voucher Codes can each only be used once and will expire at the end of the Promotional Period (although the Gift obtained using Voucher Codes have a longer validity period, as specified in clause 16).

#### **Gifts**

- 16. The Gift is valid for twelve (12) months from the date of issue and is subject to the terms and conditions of the issuer. Gifts will be issued via email to each Winner's email addresses as provided during the process described in clause 10.
- 17. Gifts may be redeemed at Woolworths supermarkets in Australia or on [www.woolworths.com.au](http://www.woolworths.com.au).

18. The total value of the Gifts available as part of this Promotion is \$350,000.
19. If a Gift is unavailable, the Promoter, in its discretion, reserves the right to substitute a Gift with a gift of equal value.
20. Gifts are not transferable or exchangeable for cash or otherwise, and may be claimed only by Eligible Claimants.
21. Each Eligible Claimant is responsible for all ancillary costs in claiming and using their Gift, including any internet service or data charges.

#### **General**

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, 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.
23. Any cost associated with downloading, installing and/or accessing Samsung Pay for the purpose of registering a claim is each claimant's responsibility and is dependent on the internet service provider used. The Promoter makes no guarantee of the availability of Samsung Pay and will not be held responsible for interruption of service that may interfere with the ability to participate in the Promotion or to receive or use a Gift.
24. Subject to clause 25, 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 or Gift 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 a Gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) any use of a Gift.
25. 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 these 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 (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.
26. This Promotion is in no way sponsored, endorsed, administered by, or associated with, Woolworths. By participating in this Promotion, Eligible Claimants are providing information to the Promoter and not to Woolworths.
27. These Terms and Conditions are governed by the laws of New South Wales. Each claimant submits to the non-exclusive jurisdiction of the courts of New South Wales.

#### **Consumer Promotion support is available at:**

**Email:** [onlinesupport@samsung.com](mailto:onlinesupport@samsung.com)  
**Phone:** 1300 362 603 (8am to 6pm weekdays AEST)