

Samsung Pay Top 200 Tappers Promotion 2019
Terms & Conditions

Introductory

1. Instructions on how to participate and the offer form part of these terms and conditions ("**Terms and Conditions**").
2. Participation in this "Samsung Pay Top 200 Tappers Promotion 2019" ("**Promotion**") is deemed acceptance of these Terms and Conditions.
3. This Promotion is not valid in conjunction with any other promotion or offer.
4. This Promotion is a game of skill and chance plays no part in this Promotion.
5. The promoter is Samsung Electronics Australia Pty Ltd (ACN 002 915 648) of 3 Murray Rose Avenue, Sydney Olympic Park, NSW 2127, Australia ("**Promoter**" or "**Samsung**").
6. This Promotion commences at 01:00am (AEDT) on Tuesday 04 June, and ends at 11:59pm (AEDT) on Wednesday 03 July 2019 ("**Promotional Period**").
7. The Promotional Period may be extended or modified in Samsung's absolute discretion, subject to any directions by a regulatory agency.

Definitions

8. For the purpose of these Terms and Conditions:
 - a) "**Eligible Device**" means a Samsung smartphone or wearable device listed on www.samsung.com/au/apps/samsungpay/use-on-galaxy and compatible with Samsung Pay in Australia.
 - b) "**Eligible Entrant**" has the meaning described in clause 9 of these Terms and Conditions.
 - c) "**Eligible Entry**" has the meaning described in clause 9 of these Terms and Conditions.
 - d) "**IMEI Number**" means the unique 15-digit serial number known as the International Mobile Equipment Identity number in relation to an Eligible Device.
 - e) "**Prize**" means JBL Duet NC Wireless Headphones (GP-U999HAAHFAA).
 - f) "**Samsung Account**" has the meaning described in clause 9(e) of these Terms and Conditions.
 - g) "**Samsung Pay**" means versions 2.7.15, 2.6.14, 2.5.57, 2.4.33, 2.0.32 or above of Samsung's mobile application known as 'Samsung Pay' in Australia.
 - h) "**Valid Purchase**" means a purchase made by an Eligible Entrant using Samsung Pay connected to the Eligible Entrant's Samsung Account at least ten (10) minutes after the Purchase Time of the Eligible Entrant's previous purchase using the Samsung Pay application connected to the Eligible Entrant's Samsung Account.
 - i) "**Winning Entry**" has the meaning described in clause 12 of these Terms and Conditions.
 - j) "**Winning Entrant**" has the meaning described in clause 12 of these Terms and Conditions.
 - k) "\$" is a reference to Australian Dollars.

Eligibility and Entries

9. To be eligible to win a Prize, an Eligible Entrant must, during the Promotional Period:
 - a) be a natural person:
 - I. aged 18 years or over and be legally capable of entering into binding contracts; or
 - II. aged 13 years or over and less than 18 years and (1) be legally capable of entering into binding contracts, and (2) have received the consent of their parent or guardian permitting them to use Samsung Pay (including the consent of their parent or guardian to the Samsung Pay Terms of Service (available at the URL www.samsung.com/au/samsungpay/policy/Samsung-Pay-Terms-of-Service.pdf);
 - b) not be a company, business, trust or organisation of any description;
 - c) be an Australian resident, with an Australian residential address and a valid email address;
 - d) download Samsung Pay onto an Eligible Device;
 - e) create an account with Samsung in their personal capacity by following the prompts on Samsung Pay or online at the URL <https://webapp.mysamsung.com> and agreeing to any terms and conditions, complying with any requests and directions, and entering all personal information

- reasonably required by Samsung for the purposes of the Promotion, including, without limitation, the Eligible Entrant's full name, residential address, delivery address, age, email address and contact phone number ("**Samsung Account**");
- f) upload a supported bank credit or debit card into Samsung Pay on their Eligible Device using their Samsung Account;
 - g) follow the prompts on Samsung Pay to activate and enter the Promotion, and accept these Terms and Conditions;
 - h) make one or more Valid Purchases using Samsung Pay within the Promotional Period;
 - i) comply with the Samsung Terms of Service Terms and Conditions (available at the URL <https://account.samsung.com/membership/terms>) and the Samsung Pay Terms of Service (available at the URL <http://www.samsung.com/au/samsungpay/policy/Samsung-Pay-Terms-of-Service.pdf>) at all times during the Promotional Period; and
 - j) follow any other reasonable directions provided by Samsung during the Promotional Period, (each eligible entry, an "**Eligible Entry**", and each eligible entrant, an "**Eligible Entrant**").
10. Eligible Entrants will have an opportunity to periodically review their current ranking compared to other Eligible Entrants during the Promotional Period by reference to the total number of Valid Purchases made by each Eligible Entrant during the Promotional Period. This is designed to provide Eligible Entrants with an indication of their current ranking from time to time and in no way constitutes a representation by Samsung as to whether the Eligible Entrant will be a Winning Entrant at the conclusion of the Promotion.
11. Eligible Entrants are responsible for ensuring that their supported bank credit or debit card has been successfully uploaded onto Samsung Pay on their Eligible Device in such a way that purchases made during the Promotional Period are counted as Valid Purchases for the purposes of this Promotion (if in doubt, Eligible Entrants should check their current ranking as part of the Promotion, contact Samsung and/or remove and then re-upload their supported bank credit or debit card onto Samsung Pay on their Eligible Device.

Judging and Prizes

12. An Eligible Entrant wins a Prize if the Eligible Entrant is ranked within the top two-hundred (200) Eligible Entrants by reference to the total number of Valid Purchases made by each Eligible Entrant during the Promotional Period (each winning entry, a "**Winning Entry**", and each winning entrant, a "**Winning Entrant**").
13. In the event that there are more than two-hundred (200) Winning Entrants by reference to the total number of Valid Purchases made by each Eligible Entrant during the Promotional Period (for example, if there is more than one Winning Entrants ranked at two-hundred (200) out of all Eligible Entrants), the Winning Entrant will be the Eligible Entrant that reached the total number of Valid Purchases first in time.
14. There are two-hundred (200) Prizes. Each Winning Entrant is only eligible to win one Prize.
15. Winning Entrants will be notified within fourteen (14) days after the conclusion of the Promotional Period that they have been selected as a Winning Entrant via a push message through the Samsung Pay app. This push notification will include further information in relation to claiming the Prize, and may, in Samsung's discretion, request reasonable information to confirm the Winning Entrant's identity and their contact information. At any time during communication with a Winning Entrant or with an entrant (whether an Eligible Entrant or otherwise), Samsung may reasonably request further information from that person.
16. Samsung will endeavour to organise for delivery of the Prize to a Winner Entrant via the postal address provided by that Winner to Samsung, within 28 (twenty-eight) days of notification in accordance with clause 15.
17. If a Winning Entrant(s) is/are not able to satisfy these Terms and Conditions, forfeits their Prize or fails to accept their Prize within fourteen (14) days of being notified in accordance with clause 15, then they will be deemed to have forfeited the Prize. If a Winner(s) so forfeits a Prize, Samsung will determine an Eligible Entrant(s) who submitted the Eligible Entry that is ranked next highest to the top one-hundred (100) Eligible Entrants by reference to clause 13 above ("Second Chance Winner(s)"). The Second Chance Winner(s) will be notified that they have won a Prize in the same manner as Winning Entrants were notified in accordance with clause 15. These Terms and Conditions apply to Second Chance Winner(s) as if they were a Winning Entrant.

18. It is the responsibility of a Winning Entrant or a Second Chance Winner (if any) to:
 - a) provide correct personal information in order to receive the Prize; and
 - b) to be available to receive the delivery of their Prize as organised and notified by the Promoter.
19. The Promoter accepts no responsibility for any variation in the value of any Prize. The Prize is not transferable or exchangeable and is not redeemable for cash. There is one (1) Prize available for each Winning Entrant, with a value of RRP \$349.95(inclusive of GST) per Prize.
20. If a Prize is unavailable, the Promoter, in its discretion, may substitute the Prize with a prize of equal or greater value and/or specification.
21. A Winner is responsible for all ancillary costs associated with the Prize and this Promotion, including, but not limited to, costs in connection with making the Eligible Entry and data and usage costs. The Prize does not include costs associated with connection to a telecommunications provider.
22. The Promoter's decision is final and no correspondence will be entered into.

General

23. The Promoter reserves the right, at any time, to verify the validity of Eligible Entries and Eligible Entrants (including an Eligible Entrant's identity, age and place of residence and whether they are otherwise an Eligible Claimant or not) and to disqualify any Eligible Entrant who makes 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.
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, 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 claimant; or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.
25. Samsung reserves the right to disqualify any entrant suspected of fraud or misconduct, or if Samsung believes that entrant's entry and/or results has been manipulated in any way, including by machines or computers.
26. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
27. Subject to clause 28, 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 Prize 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 Samsung; (d) any variation in the value of an Eligible Product or Prize to that stated in these Terms and Conditions; (e) any tax liability incurred by an Eligible Entrant; or (f) any use of a Eligible Device or Prize.
28. 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 (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) supply the services again; and/or (ii) paying the cost of having the services supplied again.
29. By participating in this Promotion, each claimant grants to the Promoter an irrevocable, indefinite licence to use any content provided in their claim anywhere in the world for promotional, marketing or publicity purposes without remuneration, fees or royalties of any type or description.

30. 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.

Privacy

31. 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.
32. 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.
33. 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. 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.

Customer Support

- **Email:** onlinesupport@samsung.com
- **Phone:** 1300 362 603