

**SAMSUNG – ‘I WANT TO WIN A GALAXY S10 BECAUSE...’ – SAMSUNG STUDIO STORES,  
AUSTRALIA  
TERMS AND CONDITIONS**

1. Instructions on how to enter and to win a Prize (defined below) form part of these terms and conditions ("**Terms and Conditions**"). Participation in this "I WANT TO WIN A GALAXY S10 BECAUSE..." ("**Promotion**") is deemed acceptance of these Terms and Conditions. This Promotion is not valid in conjunction with any other offer.
2. The Promotion is a game of skill for a Prize which may be won by an Eligible Entrant who achieves an Eligible Entry in accordance with these Terms and Conditions. There is one (1) Major Prize and fifteen (15) Minor Prizes in total, with five (5) Prizes to be won across the Event Period (capitalised terms defined below).
3. The promoter is Samsung Electronics Australia Pty Ltd ABN 63 002 915 648 of 3 Murray Rose Avenue, Homebush Bay, NSW 2127 ("**Promoter**" or "**Samsung**").
4. The Promotion commences at 9:00am (AEDT) on Friday, 8 March 2019, and closes at 6:00pm (AEDT) on Sunday, 10 March 2019. Samsung Studio Store operating hours may vary from store to store.

**Definitions**

5. For the purposes of these Terms and Conditions:
  - a) "**Event**" means the event known as 'Launch of Galaxy S10 at Samsung Studio Stores' at the Samsung Studio Stores, conducted by the Promoter and its agent during the Event Period;
  - b) "**Event Period**" means between the ordinary operating hours of the relevant Samsung Studio Store, daily, from Friday, 8 March 2019, to Sunday, 10 March 2019;
  - c) "**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;
  - d) "**Major Prize**" means one (1) Samsung Galaxy S10, model number SM-G973FZKAXSA Black, RRP \$1,349.00 awarded to the person who places first in the Promotion.
  - e) "**Minor Prize**" means fifteen (15) Galaxy Watch (Black), 42mm – Bluetooth - SM-R810NZKAXSA RRP \$499.00;
  - f) "**Prize**" means any of the Major Prize and the Minor Prizes, as the context requires, and "**Prizes**" means both of them;
  - g) "**RRP**" means recommended retail price;
  - h) "**Samsung Studio Stores**" means the Samsung stores located at:

Westfield Chatswood	Level 4, Westfield Shopping Centre	1 Anderson Street	Chatswood	NSW	2067
Westfield Parramatta	Level 3, Westfield Shopping Centre	159-175 Church St	Parramatta	NSW	2150
Westfield Liverpool	Level 2, Westfield Shopping Centre	Macquarie St	Liverpool	NSW	2170
Westfield Miranda	Level 1, Westfield Shopping Centre	600 Kingsway	Miranda	NSW	2228
Westfield Penrith	Level 1, Westfield Shopping Centre	585 High St	Penrith	NSW	2750
Westfield Bondi	Level 2, Westfield Shopping Centre	500 Oxford St	Bondi	NSW	2022

			Junction		
Macquarie Centre	Level 4, Macquarie Centre	Herring Rd & Waterloo Rd	North Ryde	NSW	2113
Westfield Warringah	Ground Floor, Westfield Shopping Centre	Old Pittwater Road & Condamine St	Brookvale	NSW	2100
Westfield Carindale	Ground Floor, Westfield Shopping Centre	Cnr Logan & Kessels Rd	Mt Gravatt	QLD	4122
Westfield Garden City	Level 1, Westfield Shopping Centre	1151 Creek Rd	Carindale	QLD	4152
Westfield Chermside	Ground Floor, Westfield Shopping Centre	Gympie Rd & Hamilton Rd	Chermside	QLD	4032
Robina Town Centre	Level 2, Robina Town Centre	19 Robina Town Centre Drive	Robina	QLD	4230
Westfield Marion	Level 1, Westfield Shopping Centre	297 Diagonal Rd	Oaklands Park	SA	5046
Westfield Tea Tree	Level 2, Westfield Shopping Centre	976 North East Road	Modbury	SA	5092
Westfield Doncaster	Ground Floor, Westfield Shopping Centre	619 Doncaster Rd	Doncaster	VIC	3108
Westfield Fountain Gate	Level 1, Westfield Shopping Centre	352 Princes Highway	Fountain Gate	VIC	3805
Westfield Southland	Level 2, Westfield Shopping Centre	1239 Nepean Hwy	Cheltenham	VIC	3192
Chadstone Shopping Centre	Lower Ground, Chadstone Shopping Centre	1341 Dandenong Rd	Chadstone	VIC	3148
Northland Shopping Centre	Ground Level Northland Shopping Centre	2-50 Murray Road	Preston	VIC	3072
Pacific Werribee Shopping Centre	Ground Floor, Werribee Shopping Centre	Derrimut Rd & Heaths Rd	Werribee	VIC	3030
Westfield Carousel	Level 1, Westfield Shopping Centre	1382 Albany Hwy	Cannington	WA	6107
Lakeside Shopping Centre	Ground Level, Lakeside Shopping Centre	420 Joondalup Dr	Joondalup	WA	6027

- i) **"Winner"** means each of the Major Prize Winner (defined above) and the Minor Prize Winners (defined above); and
- j) **"\$"** is a reference Australian Dollars.

## Privacy

6. 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. Entrants 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 entrants consent to their personal information being collected and stored for this purpose in accordance with the Promoter's privacy policy at <http://www.samsung.com/au/info/privacy/>.
7. By participating in this Promotion, each entrant grants to the Promoter an irrevocable, indefinite licence to use any content provided in their entry (whether or not an Eligible Entry) anywhere in the world for promotional, marketing or publicity purposes without remuneration, fees or royalties of any type or description.

## Eligibility and entries

8. To be eligible to enter the Promotion, an entrant must, during the Event Period:
- be a natural person (and not be a company, business, trust or organisation of any description) and be an Australian resident with an Australian residential address, aged 18 years or over;
  - not be an employee of the Promoter or of any agency associated with this Promotion, or an immediate family member of such a person;

- c) attend the Event during the Event Period and:
  - i. using the tablet provided by the Promoter or its agent, agree to these Terms and Conditions;
  - ii. provide such personal details as reasonably required by the Promoter or its agent, including full name, gender, age, residential postcode, email address; and
  - iii. have their photo taken at a participating Samsung Studio Store with the 'I Want to Win a Galaxy S10' placard and post the image to Instagram with the #IWantToWinAnS10 hashtag and a description, in 25 words or less, why they want to win a Galaxy S10;
- d) have their Instagram account set to 'open'; and
- e) follow any other reasonable directions provided by any representative of the Promoter or of an agent of the Promoter in relation to the entry process

(each eligible entry, an "**Eligible Entry**" and each eligible entrant, an "**Eligible Entrant**").

- 9. There will be one (1) Major Prize winner and fifteen (15) Minor Prize winners during the Event Period (each a "**Winner**"), with sixteen (16) Prize Winners in total awarded to the 16 participants who are judged to have submitted the most unique entries from all entries submitted. The total number of Eligible Entrants is not limited.
- 10. An Eligible Entrant may make no more than one (1) Eligible Entry in total, and is eligible to win no more than one (1) Prize in total.
- 11. The Promoter may, in its absolute discretion, ignore any entry which it deems to be offensive or inappropriate, which includes or is suspected of including or breaching third party intellectual property rights, or which otherwise fails to comply with these Terms and Conditions.

## Prizes

- 12. The Promoter will compile all Eligible Entries made during each Event Period as soon as practicable following the Event Period. The top 16 Eligible Entries (answers), judged to be the most unique will then be allocated the respective Prize, with the most unique and deserving Eligible Entry being allocated the Major Prize and the 15 next best responses all being allocated a Minor Prize.
- 13. The publication date for the announcement of Prize Winners in respect of the Event is 17:00pm (AEDT), Tuesday, 19 March 2019 ("**Publication Date**").
- 14. The Winner will be contacted within five (5) days of being drawn as a Winner by email and phone to the email address and telephone number nominated in their Eligible Entry. The notification will include further information in relation to claiming the Prize and may reasonably request further information from the Winner for the purposes of delivering the Prize, and to confirm that the entrant is an Eligible Entrant and otherwise satisfies these Terms and Conditions. At any time during communication with the Winner or an entrant (whether or not an Eligible Entrant), the Promoter or the Promoter's agent may reasonably request further information from that person.
- 15. The names of each Winner for the Event will be published on the Promoter's website at [www.samsung.com/au](http://www.samsung.com/au) on the Publication Date. If a Winner cannot be contacted within three (3) months of notification in accordance with clause **Error! Reference source not found.**, is not able to satisfy these Terms and Conditions, or forfeits or fails to accept their Prize, then that Winner will be deemed to have forfeited their Prize. In the event that a Winner forfeits

their Prize, the Prize will not be offered to the next fastest Eligible Entrant who accurately completes the puzzle.

16. The Promoter will arrange and pay for each Prize to be delivered to each Winner within 28 days of the Publication Date. Each Prize will be delivered to the address provided by each Winner to the Promoter. Prior to organising delivery of the Prize to the Winner, the Promoter will notify each Winner of the method and timing of delivery of the Prize. It is the responsibility of each Winner to be available or to make arrangements for receipt of the delivery.
17. Incomplete, indecipherable or illegible entries will be deemed invalid. Entrants are responsible for ensuring that their correct full name and email address are provided in the course of making the Eligible Entry, and that any updated details are notified to the Promoter. The Promoter accepts no responsibility should a Winner fail to receive a Prize due to a failure to notify the Promoter of the change to these details.
18. The Promoter is not responsible for any variation in the value of any Prize. Each Prize is not transferable or exchangeable and is not redeemable for cash.
19. If a Prize is unavailable, the Promoter, in its discretion, may substitute a Prize with a prize of equal or greater value and/or specification.
20. The Promoter may, at any time, verify the validity of entries and entrants (whether Eligible Entries and Eligible Entrants or not), and disqualify any entrant who does not comply with these Terms and Conditions, who tampers with the entry process, or who is not otherwise an Eligible Entrant. Errors or omissions may be accepted in the Promoter's absolute discretion.
21. Each Winner is responsible for all ancillary costs associated with the Prize, including but not limited to costs in connection with using the Prize, network services of any description, data charges or installation costs.
22. The Promoter's decision is final and no correspondence will be entered into.

### **General**

23. 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 entrant (whether or not otherwise an Eligible Entrant); or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.
24. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
25. Subject to clause 26, each entrant releases the Promoter (including its officers, employees and agents) from 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 entry that is late, lost, altered, damaged or misdirected (whether or not after its receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in the value of a Prize to that stated in these Terms and Conditions; (e) any claim, loss, cost or expense in connection with a Prize or any tax liability incurred by an entrant; or (f) any use of a Prize.
26. 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) supplying the services again; and/or (ii) paying the cost of having the services supplied again.

27. 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:**

**Web:** <http://www.samsung.com/au/support/>

**Phone:** 1300 362 603