

Samsung Galaxy S21 Pre Order Promotion 2020 (Promotion)

Terms and Conditions (T&Cs)

Offer Eligible Entrants who purchase a Participating Product by pre-order from a Participating Retail Store during the Promotional Period will be eligible to receive a Gift, subject to these T&Cs. In order to receive the Gift, Eligible Entrants must submit an Eligible Claim within the Redemption Period.

Eligible Entrants Australian residents aged 18 years and over who purchase a Participating Product by pre-order from a Participating Retail Store during the Promotional Period.

Participating Products	Model	SKU	Memory	Colour	RRP
	Galaxy S21 Ultra 5G		SM-G998BZKFATS	16GB + 512GB	Phantom Black
		SM-G998BZSFATS	Phantom Silver		
		SM-G998BZKEATS	12GB + 256GB	Phantom Black	\$ 1,949
		SM-G998BZSEATS		Phantom Silver	
		SM-G998BZKAATS	12GB + 128GB	Phantom Black	\$ 1,849
		SM-G998BZSAATS		Phantom Silver	
Galaxy S21+ 5G		SM-G996BZKEATS	8GB + 256GB	Phantom Black	\$ 1,649
		SM-G996BZSEATS		Phantom Silver	
		SM-G996BZVEATS		Phantom Violet	
		SM-G996BZKAATS	8GB + 128GB	Phantom Black	\$ 1,549
		SM-G996BZSAATS		Phantom Silver	
		SM-G996BZVAATS		Phantom Violet	
Galaxy S21 5G		SM-G991BZAEATS	8GB + 256GB	Phantom Grey	\$ 1,349
		SM-G991BZIEATS		Phantom Pink	
		SM-G991BZVEATS		Phantom Violet	
		SM-G991BZWEATS		Phantom White	
		SM-G991BZAAATS	8GB + 128GB	Phantom Grey	\$ 1,249
		SM-G991BZIAATS		Phantom Pink	
		SM-G991BZVAATS		Phantom Violet	
		SM-G991BZWAATS		Phantom White	

Note: Please note that non-genuine or non-Australian models of the Participating Products and Excluded Products are not eligible for this Promotion. Samsung recommends that, prior to purchasing a Participating Product, entrants verify that the product is a genuine and Australian model that is eligible for this Promotion. Further information on the benefits of purchasing Australian models can be found at www.samsung.com/au/made-for-australia.

Excluded Products 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.

Participating Retail Stores		
Samsung Retail Stores	JB Hi-Fi	
Telstra & Telstra Partners	The Good Guys	
Optus & Optus Partners	Officeworks	Microsoft Online Store (https://www.microsoft.com/en-au/)
Vodafone & Vodafone Partners	Bing Lee	Qantas Q Store: (https://www.qantasstore.com.au/)
Harvey Norman	Domayne	Amazon Australia (https://www.amazon.com.au/samsung) Note: Amazon Marketplace is excluded from the Promotion
Joyce Mayne	Woolworths Mobile	Essential Group: https://www.makeitmine.com.au/ https://www.essential.net.au/ https://www.snaffle.com.au/

- "Samsung Retail Stores" means a Samsung-branded physical store or studio in Australia, a list of which is available at the URL www.samsung.com/au/samsungstore
- For the avoidance of doubt, online bidding and auction websites (e.g. www.ebay.com.au) are not Participating Retail Stores for the purposes of the Promotion
- Samsung recommends that, prior to purchasing a Participating Product, entrants verify with the retailer that the retailer is a Participating Retail Store for the purposes of this Promotion

Promotional Period	Start Time and Date	02:00 AM AEDT 15 th Jan 2021
	End Time and Date	11:59 PM AEDT 28 th Jan 2021
Gift	Eligible Entrants who submit an Eligible Claim during the Redemption Period will be entitled to 1 x Gift which corresponds to the Participating Product that they Purchased, as outlined below.	
	Samsung reserves the right to substitute the respective Gift with a Gift in an alternative colour-way or an alternative product of equal value.	
	Pre-ordered Participating Product	Gift.
	Model Number	Colour
	Galaxy S21 Ultra 5G	Galaxy Buds Pro
	Galaxy S21+ 5G & Galaxy S21 5G	Galaxy Buds Live
		SM-R190NZSAASA
		SM-R180NZWAASA
		Phantom Silver
		Mystic White
		RRP of Buds
		\$349
		\$319
Eligible Claim	<p>a) To be eligible to claim a Gift, an Eligible Entrant must Purchase a Participating Product by pre-order from a Participating Retail Store during the Promotional Period; and</p> <p>b) When the Participating Product is delivered to the Eligible Entrant, the Eligible Entrant must provide the below information via the Promotion RMS redemption portal at samsung.com/au/galaxy-s21-offer/ during the Redemption Period:</p> <ol style="list-style-type: none"> I. Proof of purchase of the Participating Product; and II. IMEI for all Participating Products (“Eligible Claim”). Instructions on how to find IMEI/Serial number can be found at samsung.com/au/galaxy-s21-offer/ <p>c) If the Eligible Entrant has correctly submitted an Eligible Claim, Eligible Entrants will receive a claim number and be delivered a Gift. If the Eligible Claim has not been correctly submitted, Samsung will endeavour to contact Eligible Entrants by email within fourteen (14) days of the Eligible Entrant submitting an Eligible Claim.</p> <p>d) Eligible Entrants will have fourteen (14) days to respond to the email to provide the requested information. If the requested information is not provided within fourteen (14) days, the claim will become invalid.</p>	
Purchase	<p>Participating Products must be pre-ordered by payment in full or a contract or rental payment plan with a term of twelve (12) months or more.</p> <p>Purchase excludes: (i) rental payment plans with a term of less than twelve (12) months; (ii) lay-buys; and (iii) commercial or business transactions.</p> <p>Proof of purchase MUST clearly show that the purchase or contract was concluded during the Promotional Period.</p>	
Redemption Period	Start Time and Date	09:00 AM AEDT 25 th Jan 2021
	End Time and Date	11.59 PM AEDT 22 nd Mar 2021
Delivery of Gift	<p>a) Eligible claimants should allow at least thirty (30) days for delivery of the Gift from the date they receive notification from Samsung that they have submitted an Eligible Claim. Samsung will use reasonable endeavours to deliver the Gift within 30 days from the date notification is received</p> <p>b) Gifts will be delivered to mailing address submitted at the time of submitting an Eligible Claim</p> <p>c) Gifts will be delivered by a courier partner of Samsung’s choosing and must be signed for at time of delivery</p> <p>d) A parcel collection card will be left at the Eligible Entrant’s delivery address if no one is present at the time of attempted delivery. The Gift will then be delivered to a local Australia Post Office for your collection</p>	
Other Matters	<p>(a) Participation in this Promotion is deemed acceptance of these T&Cs</p> <p>(b) This Promotion is not valid in conjunction with any other Samsung offer or promotion</p> <p>(c) This Promotion is not open to companies, businesses, commercial ventures, organisations or anyone acting on their behalf. This does not prevent an individual on a business phone plan from entering the Promotion</p> <p>(d) There is a limit of one (1) Gift per Participating Product purchased</p> <p>(e) There is a limit of five (5) claims under this Promotion per Eligible Entrant</p> <p>(f) All prices quoted in these T&Cs are inclusive of GST</p> <p>(g) The Gift is not transferable, exchangeable or redeemable for cash</p> <p>(h) If this Promotion is interfered with or cannot be conducted as planned, Samsung may disqualify any entrant and/or modify, suspend or terminate the Promotion as applicable</p> <p>(i) If a Gift is unavailable, Samsung may substitute a reasonably equivalent item at its discretion. However, the Promotion ends if Participating Product and/or Gift stocks run out at the relevant Participating Retail Store.</p> <p>(j) The Promotional and/or Redemption Periods may be extended in Samsung’s absolute discretion</p> <p>(k) 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.</p> <p>(l) Incomplete, indecipherable or illegible claims will be deemed invalid. Eligible Entrants are responsible for ensuring their correct contact number, email address and address details are provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should an Eligible Entrant 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/ IMEI or insufficient proof of purchase.</p> <p>(m) Subject to paragraph (n), 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.</p>	

	<p>(n) 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) ("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.</p> <p>(o) 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. The Participating Products are subject to stock availability at each individual Participating Retailer Store</p>
Privacy	Samsung (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 outside Australia, including in Singapore, Korea and the Philippines. Entrants acknowledge that by consenting to this disclosure, Samsung 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 Samsung's privacy policy available at www.samsung.com/au , which forms part of these T&Cs.
Samsung/ the Promoter	Samsung Electronics Australia Pty Ltd (ACN 002 915 648) 3 Murray Rose Avenue, Sydney Olympic Park NSW 2127, Australia
Promotion Support	Email: promos.au@samsung.com Phone: 1300 362 603

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Short form T&C

- Offer available for pre-orders from 15th January until 28th January 2021. Customers may redeem for respective buds between 25th January – 22nd March 2021. Available in participating retailers only and only when you purchase a participating product. For Full T&C s visit samsung.com/au/galaxy-s21-offer/terms