

## **SAMSUNG GALAXY STUDIO MELBOURNE CENTRAL 2018 WEEKLY PROMOTION 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 "Samsung Galaxy Studio Melbourne Central 2018 Weekly Promotion" ("**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 chance for Prizes which may be won by Eligible Entrants who submit an Eligible Entry in accordance with these Terms and Conditions. There are six (6) Prizes in total, with one (1) Prize to be won in respect of each Event Week (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 10:00am (AEST) on Friday, 24 August 2018, and closes at 7:00pm (AEST) on Sunday, 30 September 2018 ("**Promotional Period**").

### **Definitions**

5. For the purposes of these Terms and Conditions:
  - a) "**Event**" means the event known as the 'Galaxy Studio Activation', conducted by the Promoter and its agent at Melbourne Central, located at the corner of La Trobe St & Swanston St, Melbourne, Victoria 3000, between the hours of 10:00am (AEST) and 7:00pm (AEST) daily, from Friday, 24 August 2018 to Sunday, 30 September 2018;
  - b) "**Event Week**" means each of:
    - i. Friday, 24 August 2018, to Sunday, 26 August 2018 ("**Event Week 1**");
    - ii. Monday, 27 August 2018, to Sunday, 2 September 2018 ("**Event Week 2**");
    - iii. Monday, 3 September 2018, to Sunday, 9 September 2018 ("**Event Week 3**");
    - iv. Monday, 10 September 2018, to Sunday, 16 September 2018 ("**Event Week 4**");
    - v. Monday, 17 September 2018, to Sunday, 23 September 2018 ("**Event Week 5**"); and
    - vi. Monday, 24 September 2018, to Sunday, 30 September 2018 ("**Event Week 6**");
  - 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) "**Prize**" means one (1) Samsung Galaxy Note9, model number SM-N960FZKDXSA Black 128GB, RRP \$1,499.00;
  - e) "**RRP**" means recommended retail price;
  - f) "**Winner**" means each of the Winners (defined below); and
  - g) "**\$**" is a reference to 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 Promotional Period:
  - a) 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;
  - b) 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 an Event Week and:
    - i. visit the concierge desk;
    - ii. using the entry form provided by the Promoter or its agent, agree to these Terms and Conditions; and
    - iii. provide such personal details as reasonably required by the Promoter or its agent, including full name, gender, age, residential postcode and email address; and
  - d) 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) Winner (defined below) in respect of each Event Week, with six (6) Winners in total.
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.

## Draw and Prizes

11. The Promoter will compile all Eligible Entries made during each Event Week as soon as practicable following that Event Week. A draw in respect of all Eligible Entries compiled in respect of that Event Week will take place on the Draw Date (defined below) at Upper Ground Floor, 3 Murray Rose Avenue, Sydney Olympic Park, NSW 2127 ("**Draw**"). At the Draw, a representative of the Promoter or the Promoter's agent will draw one Eligible Entry at random from all Eligible Entries made during the relevant Event Week. The Eligible Entrant that is drawn is a winner of a Prize ("**Winner**"). There will be a maximum of one (1) Winner in respect of each Event Week, with a maximum of six (6) Winners in total.

12. The draw date ("**Draw Date**") and publication date ("**Publication Date**") in respect of each Event Week is as follows:

Week	Draw Date	Publication Date
Event Week 1	1:00pm (AEST), Tuesday, 28 August 2018	12:00pm (AEST), Thursday, 30 September 2018
Event Week 2	1:00pm (AEST), Tuesday, 4 September 2018	12:00pm (AEST), Thursday, 6 September 2018
Event Week 3	1:00pm (AEST), Tuesday, 11 September 2018	12:00pm (AEST), Thursday, 13 September 2018
Event Week 4	1:00pm (AEST), Tuesday, 18 September 2018	12:00pm (AEST), Thursday, 20 September 2018
Event Week 5	1:00pm (AEST), Tuesday, 25 September 2018	12:00pm (AEST), Thursday, 27 September 2018
Event Week 6	1:00pm (AEST), Tuesday, 2 October 2018	12:00pm (AEST), Thursday, 4 October 2018

13. The Winner will be contacted within two (2) 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.
14. The names of each Winner for each respective Event Week will be published on the Promoter's website at <http://www.samsung.com/au/promotions/samsung-galaxy-studio-melbourne-central-2018-promotion.pdf> on the Publication Date set out in clause 12.
15. If a Winner cannot be contacted within three months of notification in accordance with clause 13, 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. The Promoter will conduct a re-draw at 1:00pm (AEDT), Friday, 4 January 2019 in the same way as the Draw was conducted in accordance with clause 11, the winner of which will win the Prize that was forfeited ("**Second Chance Winner**"). The Second Chance Winner will be notified that they have won a Prize in the same manner as the Winner was notified in accordance with clause 13. The name of the Second Chance Winner will be published on the Promoter's website at <http://www.samsung.com/au/promotions/samsung-galaxy-studio-melbourne-central-2018-promotion.pdf> 11:00am (AEDT), Monday, 7 January 2019. These Terms and Conditions apply to a Second Chance Winner as if they were a Winner.
16. The Promoter will arrange and pay for each Prize to be delivered to each Winner within 28 days of the relevant Draw 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 or Second Chance Winner (if any) fail to receive a Prize due to a failure to notify the Promoter of the change to these details.
18. It is the responsibility of the Winner or Second Chance Winner (if any) to:

- a) provide their correct personal information in order to receive their Prize; and
  - b) be available to receive the delivery of their Prize as organised and notified by the Promoter.
19. 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. There are six (6) Prizes available, with a total value of \$8994.
20. 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.
21. 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.
22. Each Winner or Second Chance Winner (if any) 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.
23. The Promoter's decision is final and no correspondence will be entered into.

#### **General**

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 entrant (whether or not otherwise an Eligible Entrant); or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.
25. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
26. Subject to clause 27, 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.
27. 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.

28. These Terms and Conditions are governed by the laws of Victoria. Entrants submit to the non-exclusive jurisdiction of the courts of Victoria.

**Consumer Promotion support is available at:**

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

**Phone:** 1300 362 603