

SAMSUNG GALAXY NOTE8 SCREEN ASSURE OFFER 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 "Screen Assure" ("**Promotion**") is deemed acceptance of these Terms and Conditions. This Promotion is not valid in conjunction with any other offer.

2. 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**").

3. The Promotion commences at 12:01am (AEST) on Friday, 25 August 2017, and closes at 11:59pm (AEDT) on Tuesday, 31 October 2017 ("**Promotional Period**"). The Promoter cannot guarantee that the Participating Product will be available for purchase at all Participating Retail Stores for the entirety of the Promotional Period. The Promoter recommends that, given that the on sale date for Participating Products may vary between Participating Retail Stores, claimants inquire with their chosen Participating Retail Store as to the dates on which the Participating Product will be available for purchase.

Definitions

4. For the purposes of these Terms and Conditions:

a. "**Activation Period**" means the period that commences on 12:01am (AEST) Friday 25 August 2017 and closes at 11:59pm (AEDT) on Tuesday 14 November 2017 (or as otherwise notified by the Promoter);

b. "**mySamsung App**" means the "mySamsung" mobile application and which is available on, and comes pre-loaded for download to, each Participating Product;

c. "**Participating Product**" means a Samsung Galaxy Note8 – SM-N950F. Products that are imported outside of a Participating Retail Store or Samsung Online Store, and products that are refurbished, second-hand, demonstrator or display models, non-Australian stock or grey/parallel imports are not Participating Products;

d. "**Participating Purchase**" means the purchase of a Participating Product during the Promotional Period:

i. **outright** (in which case full payment must be made during the Promotional Period by the Eligible Claimant);

ii. through the **entry** into an Australian mobile telephone connection plan linked to the Participating Product; or

iii. through a rental agreement signed between an Eligible Claimant and a Participating Retail Store within the Promotional Period;

e. "**Participating Retail Store**" means each of the **Samsung Online Stores**, **Samsung Stores**, **Telstra** stores operated by Telstra Corporation Limited ACN 051 775 556, **Optus** stores operated by Singtel Optus Pty Limited ACN 052 833 208, **Vodafone** stores operated by Vodafone Hutchison Australia Pty Limited ACN 096 304 320, **Virgin Mobile** stores operated by Virgin Mobile (Australia) Pty Limited ACN 092 726 442, **JB Hi-Fi** stores operated by JB Hi-Fi Group Pty Ltd ACN 093 114 286 or its franchisees, **Harvey Norman** stores operated by Harvey Norman Holdings Limited ACN 003 237 545 or its franchisees, **Woolworths and Big W** stores operated by Woolworths Ltd ACN 000 014 675, **The Good Guys** stores operated by The Good Guys Discount Warehouses (Australia) Pty Ltd ACN 004 880 657 or its franchisees, **Bing Lee** stores operated by Bing Lee Electrics Pty Ltd ACN 000 733 488, **Costco** stores operated by Costco Wholesale Australia, PTY LTD ACN 104 012 893, **Dodo** stores operated by Dodo Services Pty Ltd ACN 158 289 331, **Officeworks** operated by Officeworks Ltd ACN 004 763 526, **JR Duty Free** operated by J R Duty Free Pty Ltd ACN 004 444 179, **Nuance** operated by Nuance Pty Ltd ACN 074 645 702, **Betta Electrical** operated by BSR Australia Limited ACN 122 529 695, **Retravisision Online** and **Dorsett Retail** operated by Dorsett Retail Pty Ltd ACN 100 205 329, **Radio Rental Limited** ACN 007 527 782, **RT Edwards** RTE Trading Pty Ltd ACN 132 987 967, **GeddIt** Pty Ltd ACN 616 388 857, **Amaysim** Australia Limited, ACN 143 613 478, **Qantas Q Store** operated by Qantas Airways Ltd ACN 009 661 901, and excludes any online bidding or auction websites (including www.ebay.com.au) and any

unauthorised retailers or second hand stores. The Promoter may, at its absolute discretion, add or remove any retailers, including Samsung Stores, from the above list of participating retailers. The Promoter recommends that prior to purchasing a Participating Product, the claimant verify that the retailer is authorised to participate in this Promotion;

f. **"Purchase Date"** means the date on which the Eligible Claimant makes a Participating Purchase (as shown on the Eligible Claimant's proof of purchase);

g. **"Offer"** means one (1) free of charge screen repair for consumer induced damage to the LCD screen only. The repair of customer induced damage associated with any other element of the Participating Product such as back glass, bezel, USB Port or camera is not included and will incur additional charges;

h. **"Redemption Period"** means the period that commences on the Purchase Date and closes one (1) year later (and in no event will this period extend beyond 11:59pm (AEDT) on Tuesday, 31 October 2018);

i. **"RRP"** means recommended retail price;

j. **"Samsung Account"** means an individual's registered personal account with the Promoter accessible online and through various mobile applications owned or controlled by the Promoter;

k. **"Samsung Stores"** means Samsung Experience Stores and Samsung Studios; and

l. **"Samsung Online Store"** means the Samsung online store, accessible via <http://www.samsung.com/au/shop/>.

Privacy

5. Samsung collects personal information in order to conduct the Promotion, and to operate the mySamsung App, and may, for these purposes, disclose such information to third parties, including, but not limited to, agents, contractors, service providers, offer suppliers and, as required, to Australian regulatory authorities. Validity of an Eligible Claim is conditional on providing this information. Samsung may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning a claimant in connection with this Promotion. Claimants acknowledge that the information they provide will be collected by or on behalf of Samsung and may be disclosed to other group companies and to third parties that help Samsung deliver its 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 and the Philippines. Claimants acknowledge that by giving consent to the disclosure of his/her 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, claimants acknowledge that in providing their consent, Samsung will not be accountable under the *Privacy Act 1988* (Cth) and the claimant 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. Claimants should direct any request to access, update or correct information to the Samsung's Privacy Officer at the details provided below. These Terms and Conditions are deemed to incorporate Samsung's privacy policy and by entering the Promotion (whether or not as an Eligible Claimant), each claimant accepts the terms and conditions of Samsung's privacy policy. For further details see www.samsung.com/au/info/privacy.html.

Eligibility and activation

6. To be eligible for the Offer, a claimant must:

a. be a natural person (and for clarity not be a company, business or organisation of any description);

b. make a Participating Purchase at a Participating Retail Store during the Promotional Period (ensuring that the purchased Participating Product appears on the original tax invoice retained by the claimant);

c. activate the Offer during the Activation Period by completing all of the following steps:

1. select the mySamsung App on the claimant's Participating Product's application menu screen and download the mySamsung App to the Participating Product;
2. use the mySamsung App to create a Samsung Account, including by submitting all requested personal details, and login to that account (or if already registered for a Samsung Account, simply use the mySamsung App to view the offer);
3. select "Screen Assure" within the mySamsung App in the "Rewards" section of the application which is located in the main navigation bar;
4. select "Register interest" on the offer page to generate a unique code (promotional code for Samsung reference only); and
5. select "Register Warranty Now", and follow the directions to submit and activate your warranty;
- d. follow any reasonable directions provided by the Participating Retail Store or the Promoter in relation to the Promotion,

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

Redemption

7. Eligible Claimants will be informed by the Promoter to their nominated email address whether or not they have successfully activated the Offer. The email will include further details on how to redeem the Offer in accordance with these Terms and Conditions (including the repair locations where the Eligible Claimant must redeem the Offer). The email may reasonably request details to confirm that the claimant is an Eligible Claimant including, but not limited to, personal information and information in respect of their Participating Product. Eligible Claimants who do not activate the Offer within the Activation Period in accordance with these Terms and Conditions will not be eligible to redeem the Offer.
8. Eligible Claimants (who have activated the Offer within the Activation Period) will only be eligible to redeem the Offer during the Redemption Period. Claimants who seek to redeem the Offer outside of the Redemption Period will not be accepted and will be charged for customer induced screen repair costs.
9. The Offer applies to repairing damage incurred by the Eligible Claimant to the LCD screen of the Participating Product. The repair of customer induced damage associated with any other element of the Participating Product such as back glass, bezel, USB Port or camera is not included and will incur additional charges.
10. Samsung or its authorized repairer will, upon receiving the Participating Product from the Eligible Claimant, assess the Participating Product to confirm that the repair can be carried out in accordance with these Terms and Conditions. If it cannot be, Samsung or its authorized repairer will inform the Eligible Claimant, and the Eligible Claimant may elect to not proceed with the repair, or to proceed with the repair and incur extra costs for additional repair items as advised by Samsung.

General

11. The Promotion and/or any time period that claimants have to activate and/or redeem the Offer may be modified or extended in the Promoter's absolute discretion (including the Promotional Period, Activation Period and/or Redemption Period), including in circumstances where the release of the Participating Product in Australia is delayed or otherwise modified.
12. The Promoter reserves the right, at any time, to verify the validity of redemptions and claimants (including a claimant's identity, contact details, and Participating Product IMEI number) and to disqualify any claimant who submits a Participating Product for the Offer otherwise than in accordance with these Terms and Conditions or who tampers with the redemption 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.
13. Claimants are responsible for ensuring their correct contact details are provided during the Offer (including registration for a Samsung Account using the mySamsung App or otherwise). The Promoter accepts no

responsibility should an otherwise Eligible Claimant fail to make an Eligible Claim because of a failure to provide correct contact details, including email address.

14. A maximum of one (1) Offer is permitted per Participating Product. An Eligible Claimant may redeem a maximum of one (1) Offer in total.

15. If the Participating Product, having undergone the Offer, is returned for a refund or exchange, the Promoter may charge that Eligible Claimant the difference between the discount and full price for the repair. This clause 15 is subject to clause 21 and does not limit or affect the Eligible Claimant's rights with respect to warranties on the Participating Product either from the manufacturer or implied by legislation.

16. If the Offer is unavailable, the Promoter, in its discretion, reserves the right to substitute the Offer with a good or service of equal or greater value.

17. The Offer is not transferable or exchangeable, are not redeemable for cash or otherwise, and may be claimed only by Eligible Claimants.

18. 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.

19. Each Eligible Claimant is responsible for all ancillary costs in making a claim and using their Participating Product, including any internet service or data charges. Any cost associated with accessing the mySamsung App for the purpose of registering a redemption is each claimant's responsibility and is dependent on the internet service provider used. The Promoter makes no guarantee of the availability of the mySamsung App 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 the Offer.

20. Subject to clause 21, 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 Offer 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 the Offer value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) any use of the Offer.

21. 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.

22. 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:

Phone: 1300 362 603

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