

## SAMSUNG “10% OFF GALAXY S9 and S9+ VIVID ACTIVATION 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 “10% OFF GALAXY S9 and S9+ VIVID ACTIVATION OFFER” ("**Offer**") is deemed acceptance of these Terms and Conditions. This Offer is not valid in conjunction with any other offer and can only be used to purchase up to 3 Participating Products.
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 Offer is valid from 6:00pm AEST on 25 May, 2018] until 11:59pm AEST on 1 July, 2018 ("**Offer Period**"), and may be extended by the Promoter in its sole discretion.
4. During the Offer Period, the Discount may be claimed on the purchase of any Participating Product from the Samsung Online Shop or Samsung Retail Stores by an Eligible Claimant in a single transaction (capitalised terms are defined below).

### DEFINITIONS

5. For the purpose of these Terms and Conditions:
  - a. "**Discount**" means 10% off the RRP price of the Participating Products;
  - b. "**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;
  - c. "**Participating Product**" means the following products that are in stock and available in the Samsung Online Store or Samsung Retail Store:

| Model Code     | Product Type | Compatibility |
|----------------|--------------|---------------|
| SM-G960FZBAXSA | Smartphone   | Galaxy S9     |
| SM-G960FZBFXSA | Smartphone   | Galaxy S9     |
| SM-G960FZKAXSA | Smartphone   | Galaxy S9     |
| SM-G960FZKFXSA | Smartphone   | Galaxy S9     |
| SM-G960FZPAXSA | Smartphone   | Galaxy S9 +   |
| SM-G960FZPFXSA | Smartphone   | Galaxy S9 +   |
| SM-G965FZBAXSA | Smartphone   | Galaxy S9 +   |
| SM-G965FZBFXSA | Smartphone   | Galaxy S9 +   |
| SM-G965FZKAXSA | Smartphone   | Galaxy S9 +   |
| SM-G965FZKFXSA | Smartphone   | Galaxy S9 +   |
| SM-G965FZPAXSA | Smartphone   | Galaxy S9 +   |
| SM-G965FZPFXSA | Smartphone   | Galaxy S9 +   |

- d. **"Promotional Code"** means the promotional code which the Promoter sends via email to a customer who visits the official Samsung Vivid Activation and opt-ins to receive marketing or promotional information from Samsung and is required to claim the Discount when purchasing a Participating Product in accordance with these Terms and Conditions.
- e. **"Samsung Account"** means a Samsung membership account that provides customers with access to multiple Samsung services.
- f. **"Samsung Online Store"** means the Samsung online store, accessible via <http://www.samsung.com/au/shop/>.
- g. **"Samsung Retail Store(s)"** means the Samsung authorised and branded retail stores operated in junction with Brightstar Logistics Pty Ltd and listed below, together with any other stores which the Promoter may add to this list at its absolute discretion:

| <b>Samsung Retail Store Name</b> |
|----------------------------------|
| Samsung Chatswood                |
| Samsung Parramatta               |
| Samsung Liverpool                |
| Samsung Miranda                  |
| Samsung Doncaster                |
| Samsung Fountain Gate            |
| Samsung Garden City              |
| Samsung Carindale                |
| Samsung Southland                |
| Samsung Chermside                |
| Samsung Penrith                  |
| Samsung Robina                   |
| Samsung Marion                   |
| Samsung Carousel                 |
| Samsung Bondi Junction           |
| Samsung Chadstone                |
| Samsung Northland                |
| Samsung Joondalup                |
| Samsung Canberra                 |

- h. **"Samsung Vivid Activation"** means the Samsung activation held at the Sydney Opera House forecourt between 25 May 2018 and 16 June 2018.

## PRIVACY

- 6. Samsung collects personal information in order to conduct the Offer, and may, for this purpose, 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 entry 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 an entrant. Entrants 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.

Entrants 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, the entrant acknowledges that in providing their consent, Samsung will not be accountable under the Privacy Act 1988 (Cth) and the entrant 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. Entrants should direct any request to access, update or correct information to Samsung's Privacy Officer at the details provided below. These Terms and Conditions are deemed to incorporate Samsung's privacy policy and by accepting the Offer (whether or not as an Eligible Entrant), each entrant accepts the terms and conditions of Samsung's privacy policy. For further details see [www.samsung.com/au/info/privacy.html](http://www.samsung.com/au/info/privacy.html).

## ELIGIBILITY AND ENTRIES

7. To be eligible to claim the Discount, each claimant must, during the Offer Period:
  - a. be a natural person (and not a company, business, trust or any other organisation of any description);
  - b. be an Australian resident with an Australian residential address;
  - c. not be an employee of the Promoter, of any participating agency associated with this Offer, or an immediate family member of the same;
  - d. sign up for a Samsung Account and purchase at least one (1) Participating Product from the Samsung Online Shop or Samsung Retail Store;
  - e. successfully apply the Promotional Code at the Samsung Online Shop or Samsung Retail Store checkout when purchasing a Participating Product;
  - f. follow any other reasonable directions provided by the Promoter, Samsung Online Shop, Samsung Retail Store or by the Promoter's representatives in relation to the Offer;
  - g. comply with these Terms and Conditions and any other terms and conditions necessary to purchase a Participating Product or redeem the Offer, such as the terms and conditions for the Samsung Online Shop, Samsung Retail Store or the terms and conditions required to sign up for a Samsung Account.

(an "**Eligible Claimant**")

8. For the avoidance of doubt, each Promotional Code may be used for one (1) transaction only.
9. The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant's identity, age and place of residence, purchase receipt and product serial number, and establishment of a Samsung Online Shop account in their personal name prior to using the Promotional Code, and whether they are otherwise an Eligible Claimant or not) and to disqualify any claimant who makes a claim or obtains a Promotional Code 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.

10. The Promoter reserves the right to take into account of the value of the Discount in calculating any refund payable to an Eligible Claimant in the event that they return a Participating Product for which the Discount was given.
11. The Promotional Code and the Discount are not transferable or exchangeable and are not redeemable for cash.
12. No refunds or replacement product will be given retrospectively after purchase if the Eligible Claimant has incorrectly made a purchase in relation to the Offer.
13. If this Offer 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: (a) to disqualify any claimant; or (b) to modify, suspend, terminate or cancel the Offer, as appropriate.
14. Subject to clause 16, 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 Offer, 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, Promotional Code or original purchase documentation that is late, lost, altered, damaged, not used or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any tax liability incurred by a claimant; or (e) any unavailability of a Promotional Product or the Discount for any reason.
15. 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.
16. These Terms and Conditions are governed by the laws of New South Wales. Eligible Claimants submit to the non-exclusive jurisdiction of New South Wales.

## Promotion Support

Email: [onlinesupport@samsung.com](mailto:onlinesupport@samsung.com) (Samsung Online Store purchases only)

Phone: 1300 362 603 (option 5) (Samsung Online Store purchases); 1300 GALAXY (1300 485 299) (Samsung Retail Stores purchases)

Live Chat: [https://livechat.support.samsung.com:8002/Customer\\_Sales/AU](https://livechat.support.samsung.com:8002/Customer_Sales/AU)