

**Samsung Electronics New Zealand Limited (“Promoter”)**

**Samsung e-Store Promotion Terms and Conditions**

**Samsung Galaxy S10, S10+ Note 10 and Note 10+ Trade-In Boost Promotion**

**(“e-Store Promotion”)**

- 1) Subject to the following terms and conditions, all orders or purchases paid in full by an Eligible Claimant between 8.00am 23<sup>rd</sup> August 2019 until 11.59pm 1st October 2019 (“**Promotional Period**”) from the Promoter’s online store (<https://shop.samsung.com/nz>) (“**e-Store**”) of Samsung Galaxy S10, Samsung Galaxy S10+, Samsung Galaxy Note 10+ and Samsung Galaxy Note 10 (“**Participating Product**”) when purchased in conjunction with the official trade-in programme offered by the e-Store for the Participating Product (“**Trade-In Programme**”) qualify for:
- a) one screen repair of the Participating Product at no cost to the claimant, subject to the terms set out below (“**Screen Repair**”); and
  - b) the sum of \$150 to be added to the amount offered to the Eligible Claimant under the Trade-in Programme (“**Trade-In Boost**”),

(together the “**Bonus Gift**”).

- 2) Participation in this e-Store Promotion is deemed acceptance of these Terms and Conditions.
- 3) The e-Store Promotion is only available to New Zealand residents. Claimants under 18 years old must have a parent's/guardian's permission to make a claim. The Promoter may require the parent or guardian to sign these Terms and Conditions as a condition of entry. Employees (and their immediate families) of the Promoter, participating retailers, and agencies associated with this promotion are ineligible to claim. Purchases for commercial purposes, for use in trade or for or on behalf of a business, will be ineligible for the e-Store Promotion. Claimants that meet all of these criteria will be considered an “**Eligible Claimant**”.
- 4) Eligible Claimants are entitled to the e-Store Promotion on the following terms and conditions:
- a) The Eligible Claimant must first qualify for the Trade-In Programme to be eligible for the e-Store Promotion. Participation in and availability of the Trade-In Programme is subject to the terms and conditions offered by Ingram Micro (NZ) Limited (“**Ingram Micro**”) in relation to the Participating Product. For details please see <https://www.xchangemobile.com/NZ/Samsung/>.
  - b) Only one Bonus Gift permitted per Participating Product.
  - c) All purchases must be made with New Zealand details, including a New Zealand credit card and a New Zealand delivery address.
  - d) Eligible Claimants must provide a valid email address, physical address and phone number.
  - e) The Bonus Gift will be automatically added to the Eligible Claimant’s order for the Participating Product.
  - f) The Screen Repair of the Participating Product is valid for 12 months from the date of purchase and for one screen repair only to the Participating Product where the screen has been damaged. All other types of non-warranty damage, or damage additional to the damaged screen, are not covered under this e-Store Promotion. If additional repair is required, this will be charged to the Eligible Claimant at normal user induced fault rates. The Screen Repair cannot be transferred to another device. The Screen Repair cannot be exchanged for cash. The Screen Repair must be undertaken only by the Samsung Customer Service Plaza (book through 0800 SAMSUNG/0800 726786) and may be delayed when spare parts are not available.

- 5) The e-Store Promotion is limited to two Participating Product units per person, delivery address, email address or credit card and is available while stocks last.
- 6) The e-Store Promotion is not available in conjunction with any other offer including discounts or vouchers for purchase at the e-Store, other than the Trade-In Programme.
- 7) Fulfilment of Participating Product and the Bonus Gift will be processed as per normal lead times as and when the Promoter is able to supply stock. The Promoter will try to fulfil the orders as quickly as possible.
- 8) The Bonus Gift is not transferable, exchangeable and cannot be redeemed for cash. For the avoidance of doubt, the Trade-In Boost will be added to the amount payable by Ingram Micro to the Eligible Claimant under the Trade-In Programme and will not be paid in cash or otherwise directly to the Eligible Claimant.
- 9) The Promoter reserves the right to reclaim the Bonus Gift from any claimant if the Bonus Gift is paid to the claimant and it subsequently found that the claimant is in breach of these Terms and Conditions or the terms and conditions relating to the Trade-In Programme.
- 10) The return or refund of any Participating Product shall also oblige the claimant to return the Bonus Gift. The claimant agrees to be liable for all costs, including but not limited to debt recovery, if the Bonus Gift is not returned with any returned or refunded Participating Product.

#### **GENERAL TERMS AND CONDITIONS**

- 11) 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) 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. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 12) The claimant must retain proof of purchase. Failure to produce proof of purchase for each claim when requested may, in the absolute discretion of the Promoter, result in invalidation of a claimant's claim or entries and forfeiture of any right to claim the Bonus Gift.
- 13) The Promoter's decision is final and no correspondence will be entered into.
- 14) All claimants may, at the Promoter's request, be required to first sign acceptance of these terms and conditions before any Bonus Gift is provided to them.
- 15) The Promoter assumes no responsibility for: (i) any error, omission, interruption, or delay in the operation or transmission of any communication including any email communication sent to (or by) the Promoter to any claimant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise; (ii) any theft, destruction or unauthorized access to, or alteration of such communications; and (iii) any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the e-Store Promotion.
- 16) The Promoter accepts no responsibility for any tax liability incurred as a result of a claimant participating in the e-Store Promotion. Claimants should obtain independent tax and financial advice.
- 17) Except for any liability that cannot be excluded by law, 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 Bonus Gift, 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 that the original purchase documentation or relevant e-Store Promotion 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 relevant e-Store Promotion value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of the relevant e-Store Promotion.

- 18) Nothing in these Terms and Conditions is intended to exclude, restrict or modify a consumer's rights under the Consumer Guarantees Act. These Terms and Conditions must be read subject to those statutory provisions and will not affect any statutory rights that a claimant may have in relation to the return of a product or relevant e-Store Promotion.
- 19) The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, agents, contractors, service providers, suppliers and as required, to New Zealand regulatory authorities. Validity of a claim is conditional on providing this information. The Promoter 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 the claimant. All claims become the property of the Promoter. Claimants have the right of access to, and right to request correction of, their personal information. Claimants should direct any request to access, update or correct information to the Promoter at: Samsung Electronics, New Zealand branch office, 24 The Warehouse Way, Northcote, Auckland 0627 or any other address as notified on the Promoter's website: [www.samsung.com/nz](http://www.samsung.com/nz). Telephone: 0800 726 786. Email: [estorenz@samsung.com](mailto:estorenz@samsung.com).
- 20) The Promoter, in its sole discretion, reserves the right to cancel, suspend, terminate or modify the promotion or any part of the promotion for any reason, including but not limited to if fraud, technical failures or any other factor beyond the Promoter's reasonable control adversely affects the Promoter's ability to conduct the promotion or part of the promotion as contemplated in these terms and conditions, subject to any written directions from any regulatory authority. Any cancellation or modification to the promotion will be notified on the Promoter's website: [www.samsung.com/nz](http://www.samsung.com/nz).
- 21) The Promoter is Samsung Electronics New Zealand Limited, 24 The Warehouse Way, Northcote, Auckland 0627. Administration of the e-Store Promotion will take place at the offices located at 24 The Warehouse Way, Northcote, Auckland 0627 or any other office as notified on the Promoter's website: [www.samsung.com/nz](http://www.samsung.com/nz). Telephone: 0800 726 786. Email: [estorenz@samsung.com](mailto:estorenz@samsung.com).