

Samsung Galaxy S9/S9+ Qantas Points Pre-Sale Promotion 2018

TERMS & CONDITIONS

General

1. Instructions on how to participate and the offer form part of these terms and conditions ("**Terms & Conditions**").
2. Participation in this 'Samsung Galaxy S9/S9+ Qantas Points Pre-Sale Promotion 2018' ("**Promotion**") is deemed acceptance of these Terms & Conditions.
3. This Promotion is not valid in conjunction with any other offer or promotion.
4. This Promotion is an offer for Eligible Entrants to receive 10,000 Qantas Points for each Participating Product purchased from a Participating Samsung Store during the Promotional Period in accordance with these Terms & Conditions.
5. The promoter is Samsung Electronics Australia Pty Ltd (ACN 002 915 648) of 3 Murray Rose Avenue, Sydney Olympic Park, NSW 2127, Australia ("**Promoter**" or "**Samsung**").
6. The Promotion commences at 12.00am (AEDT) on Tuesday, 27 February 2018, and closes at 11.59pm (AEDT) on Thursday, 15 March 2018 (or as otherwise subject to the trading hours of Samsung Retail Stores) ("**Promotional Period**").
7. The Promotional Period may be extended in the absolute discretion of the Promoter, subject to any written directions from a regulatory authority.

Definitions

8. For the purposes of these Terms & Conditions:
 - (a) "**Eligible Entrant**" has the meaning given in clause 9 of these Terms & Conditions.
 - (b) "**Eligible Entry**" has the meaning given in clause 9 of these Terms & Conditions.
 - (c) "**Missing Qantas Points**" means Qantas Points that have not been received by an Eligible Entrant after the submission of an Eligible Entry.
 - (d) "**Participating Product**" means each of the Samsung devices set out in the table immediately below:

No	Model	Capacity	Colour	Model Number	RRP
1.	Galaxy S9	64GB	Black	SM-G960FZKAXSA	\$1,199
2.	Galaxy S9	64GB	Blue	SM-G960FZBAXSA	\$1,199
3.	Galaxy S9	64GB	Purple	SM-G960FZPAXSA	\$1,199
4.	Galaxy S9	256GB	Black	SM-G960FZKFXSA	\$1,349
5.	Galaxy S9	256GB	Blue	SM-G960FZBFXSA	\$1,349
6.	Galaxy S9	256GB	Purple	SM-G960FZPFXSA	\$1,349
7.	Galaxy S9+	64GB	Black	SM-G965FZKAXSA	\$1,349
8.	Galaxy S9+	64GB	Blue	SM-G965FZBAXSA	\$1,349
9.	Galaxy S9+	64GB	Purple	SM-G965FZPAXSA	\$1,349
10.	Galaxy S9+	256GB	Black	SM-G965FZKFXSA	\$1,499
11.	Galaxy S9+	256GB	Blue	SM-G965FZBFXSA	\$1,499

No	Model	Capacity	Colour	Model Number	RRP
12.	Galaxy S9+	256GB	Purple	SM-G965FZPFXSA	\$1,499

- (e) **"Participating Samsung Store"** means the Samsung Online Store or a Samsung Retail Store.
- (f) **"Purchase"** means a purchase of a Participating Product from a Participating Samsung Store:
- i. outright, by making a valid, full and final payment at the time of purchasing the Participating Product; or
 - ii. through the program known as 'Samsung Finance', for which information is available at the URL www.samsung.com/au/finance.
- (g) **"Qantas"** means Qantas Airways Ltd (ACN 009 661 901) of 10 Bourke Road, Mascot NSW 2060, Australia.
- (h) **"Qantas Frequent Flyer Program"** means the loyalty program described on the website at the URL www.qantas.com/fflyer/dyn/program/welcome and known as the 'Qantas Frequent Flyer Program', or any replacement program.
- (i) **"Qantas Frequent Flyer Membership Account"** means a current and valid account held by an Eligible Entrant in respect of their Qantas Frequent Flyer membership.
- (j) **"Qantas Frequent Flyer Membership Number"** means an Eligible Entrant's unique Qantas Frequent Flyer Program membership number in respect of their Qantas Frequent Flyer Membership Account.
- (k) **"Qantas Frequent Flyer Program Terms & Conditions"** means Qantas' terms and conditions (as amended) which govern the Qantas Frequent Flyer Program and are available at the URL www.qantas.com/fflyer/dyn/program/terms.
- (l) **"Qantas Points"** means Qantas Points which may be accrued by an Eligible Entrant, held to the credit of, or transferred to, the Eligible Entrant's Qantas Frequent Flyer Membership Account in accordance with the Qantas Frequent Flyer Program Terms & Conditions.
- (m) **"Samsung Online Store"** means any online portal operated by Samsung in Australia through which eligible consumers or businesses can purchase the Participating Products, including Samsung's e-store in Australia (accessible at the URL <https://shop.samsung.com/au>), the various Samsung Enhanced Partnership Portals available to Samsung employees, contractors and partners, and the Samsung Education Store.
- (n) **"Samsung Retail Store"** means a Samsung-branded physical store or studio in Australia, a list of which is available at the URL www.samsung.com/au/samsungstore.
- (o) **"Samsung Online Store Terms & Conditions"** means the terms and conditions applicable to the purchase of Participating Products from the Samsung Online Store.
- (p) **"\$"** is a reference to Australian Dollars.

Eligible Entrants and Eligible Entries

9. To be eligible to receive 10,000 Qantas Points, an entrant must:
- (a) be a current member of the Qantas Frequent Flyer Program and hold a Qantas Frequent

Flyer Membership Account (subject to clause 16 of these Terms & Conditions);

- (b) select and Purchase one or more Participating Products from a Participating Samsung Store;
- (c) prior to Purchasing the Participating Product(s), provide their contact information (including their full name, billing address, delivery address, contact number and email address), payment details and their Qantas Frequent Flyer Membership Number in the manner required by the Participating Samsung Store; and
- (d) comply with these Terms & Conditions, the Qantas Frequent Flyer Program Terms & Conditions and (where applicable) the Samsung Online Store Terms & Conditions at all times,

(each Eligible Entry, an "**Eligible Entry**" and each eligible entrant, an "**Eligible Entrant**").

- 10. Qantas will then, within thirty (30) days of the date that the Eligible Entry was submitted, credit the Eligible Entrant's Qantas Frequent Flyer Membership Account with 10,000 Qantas Points for each Eligible Entry submitted in accordance with clause 9 above.
- 11. Entrants may Purchase an unlimited number of Participating Products from Participating Samsung Stores (subject to stock levels and compliance (where applicable) with the Samsung Online Store Terms & Conditions), however they may only submit one (1) Eligible Entry, and receive one (1) allocation of 10,000 Qantas Points, for each Participating Product Purchased from a Participating Samsung Store as part of this Promotion.
- 12. Entrants who submit an entry for Qantas Points as part of any other offer, promotion or competition in connection with the entrant purchasing a Participating Product from a Participating Samsung Store in order to receive Qantas Points (including Samsung's Qantas Frequent Flyer Loyalty Program Rewards Promotion) will not be able to receive Qantas Points as part of this Promotion.

Validation of entries

- 13. Entrants must ensure that all information provided in accordance with clause 9(c) of these Terms & Conditions is correct, up-to-date and valid.
- 14. Samsung and/or Qantas may require an entrant to provide further information or documents to validate an entry (including information provided in accordance with clause 9(c) of these Terms & Conditions), including where an entrant has provided invalid or incorrect information (for example, an invalid or incomplete Qantas Frequent Flyer Membership Number). Samsung and/or Qantas will inform entrants of any further information or documents they require in order to validate an entry by email or by telephone as soon as possible after an entry is submitted. The entrants will then have until fourteen (14) days after being contacted by Samsung and/or Qantas to provide this information in the manner specified by Samsung and/or Qantas. Samsung and/or Qantas may in their absolute discretion invalidate any entry if the entrant fails to provide the required information within this fourteen (14) day period.

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- 15. If a Participating Product Purchased as part of an entry is returned to Samsung for a refund or an exchange, that entry is disqualified from this Promotion and the entrant who submitted the entry is not entitled to receive Qantas Points in accordance with this Promotion. If the Participating Product submitted as part of an entry is returned for a refund or exchange and the entrant has already received Qantas Points as part of their Eligible Entry, Qantas may reclaim those Qantas Points from the entry without compensation to the entrant.
- 16. If an entrant not a member of the Qantas Frequent Flyer Program at the time of Purchasing a Participating Product, that entrant may apply to Qantas to become a member by visiting the URL www.qantas.com/flyer/dyns/joinff and following the prompts.

17. Entries by members for the crediting of Missing Qantas Points (e.g. because the entrant was not a member of the Frequent Flyer Program at the time of Purchasing a Participating Product, a member forgot to input their Qantas Frequent Flyer Membership Number when they made their Purchase or the member inputted the incorrect Qantas Frequent Flyer Membership Number when they made their Purchase) must be made by the member to Samsung (by using the relevant Customer Support details below) within thirty (30) days of the Purchase. In addition to providing their Qantas Frequent Flyer Membership Number, Samsung may require the entrant to provide information or documents evidencing their Purchase of their Participating Product, including each Participating Product's name and Purchase price. Unless otherwise specified by Qantas, claims for the crediting of Missing Qantas Points cannot be made if the Membership is not current or if the Membership Account was not active at the time that the Eligible Entry was submitted.
18. Samsung and/or Qantas may, at any time, verify the validity of entries and entrants, and disqualify any entrant who does not comply with the Qantas Frequent Flyer Program Terms & Conditions, (where applicable) the Samsung Online Store Terms & Conditions and/or these Terms & Conditions, tampers with the entry process, or is not otherwise an Eligible Entrant. Errors or omissions by entrants may be accepted in Samsung's and/or Qantas' absolute discretion.
19. 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 Samsung including, but not limited to, technical difficulties, unauthorised intervention or fraud, Samsung reserves the right, in its absolute discretion (subject to any written directions from a regulatory authority), to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.
20. Samsung may offer additional opportunities to earn Qantas Points under separate promotions from time to time.
21. Qantas Points will be credited only to the Qantas Frequent Flyer Membership Account of the member that purchased the Participating Product in respect of which an Eligible Entry is made.
22. Failure by Samsung and/or Qantas to enforce any of their rights at any stage does not constitute a waiver of those rights.
23. Any costs associated with the Promotion and with making an entry is each entrant's responsibility. Samsung makes no guarantee of the availability of its web services and will not be held responsible for the interruption of service that may interfere with an entrant's ability to participate in this Promotion.
24. Subject to clause 25, each entrant releases Samsung (including their 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 Samsung'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 their receipt by Samsung) due to any reason beyond the reasonable control of Samsung; (d) any changes (whether material or otherwise) to Qantas Frequent Flyer Program redemption rates ; (e) any claim, loss, cost or expense in connection with Qantas Points or any tax liability incurred by an entrant; or (f) any use of Qantas Points.
25. Nothing in these Terms & 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 & Conditions or provides statutory guarantees in connection with these Terms & Conditions, in respect of goods and services supplied (if any), Samsung's liability for breach of such a condition, warranty, other term or guarantee is limited (at Samsung's election) to the extent it is able to do so: (a) in the case of supply of goods, Samsung 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, Samsung doing either or both of the following: (i) supplying the services again; and/or (ii) paying the cost of having the services supplied again.

26. The Terms & Conditions are governed by the laws of New South Wales. Entrants submit to the non-exclusive jurisdiction of the courts of New South Wales.
27. Samsung recommends that entrants consult their accountant or tax adviser to ensure that they understand possible tax (including fringe benefits tax) implications, if any, related to their earning and use of Qantas Points.

Privacy

28. Samsung (and/or third parties on Samsung's behalf) collect 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 Australian regulatory authorities. The validity of an Eligible Entry is conditional on providing this information.
29. Samsung may also, 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 Eligible Entrant.
30. Eligible Entrants acknowledge that the information provided will be collected by or on behalf of Samsung and may be disclosed to other companies within Samsung's group of 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, Vietnam and/or the Philippines. Eligible Entrants acknowledge that by giving consent to the disclosure of their 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, Eligible Entrants acknowledge that in providing their consent, Samsung will not be accountable under the *Privacy Act 1988* (Cth) and Eligible Entrants 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 (available at the URL www.samsung.com.au/info/privacy.html).
31. Eligible Entrants should direct any request to access, update or correct information to Samsung's Privacy Officer by calling (02) 9763 9700 or emailing privacy.au@samsung.com. The Terms & Conditions incorporate Samsung's privacy policy and by participating in the Promotion (whether or not as an Eligible Entrant), each entrant (whether or not as an Eligible Entrant) accepts the Samsung's privacy policy. For further details, please see Samsung's privacy policy (available at the URL www.samsung.com.au/info/privacy.html).

Consumer Support is available at:

- Email:** 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 (Samsung Online Store and Samsung Retail Stores purchases)