

## SAMSUNG GALAXY PRE-SALE BONUS GEAR VR PROMOTION

### TERMS AND CONDITIONS

1. Instructions on how to claim and the offer form part of these Terms and Conditions. Participation in this Samsung Galaxy Bonus Gear VR ("**Promotion**") is deemed acceptance of these Terms and Conditions. This Promotion may be used in conjunction with the Galaxy 8 Voucher Promotion offer but 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**").
3. The Promotion commences at 0:01am AEDT on 31 March and closes at 11:59pm AEDT on 27 April 2017 ("**Promotional Period**").
4. For the purpose of these Terms and Conditions:
  - a. "**Gear VR**" means a Samsung Gear VR. The total value of the Gear VR is RRP \$199.00 The Gear VR's value is correct as at 20 April 2017 and the Promoter accepts no responsibility for any variation in value.
  - b. "**Participating Purchase**" means the purchase of a Participating Product during the Promotional Period, either:
    - i. outright (in which case full payment must be made during the Promotional Period by the Eligible Claimant); or
    - ii. through the entry by an Eligible Claimant (defined below) into a mobile telephone connection plan linked to the Participating Product.
  - c. "**Participating Product**" means a new Samsung Galaxy S8 or S8+ with model numbers specified in the table below:

<b>Participating Product Name</b>	<b>Model Number</b>
Samsung Galaxy S8	SM-G950F
Samsung Galaxy S8+	SM-G955F

Samsung Galaxy S8 or S8+ that are imported outside of a Participating Retail Store or Samsung Online Store, refurbished, second-hand, demonstrator or display models, non-Australian stock or grey/parallel imports are not Participating Products.

- d. "**Participating Retail Store**" means the Samsung Online Store, Telstra, Optus, Vodafone, JB Hi Fi, Harvey Norman, Woolworths, The Good Guys, Bing Lee, Virgin Mobile, Qantas Q Store, Amaysim but excludes any online bidding or auction websites (including [www.ebay.com.au](http://www.ebay.com.au)) or any unauthorised retailers or second hand store. The Promoter may, at its absolute discretion, add or remove any retailers, including Samsung Experience Stores, from the 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.
  - e. "**Samsung Online Store**" means the Samsung online store, accessible via <http://www.samsung.com/au/shop/>
5. To be eligible to claim the free Gear VR, claimants must during the Promotional Period:
    - a. be an Australian resident with an Australian residential address or, an Australian business or company with a registered office in Australia;

- b. if the claimant is a natural person, be aged 18 years old or over, or if under the age of 18, have obtained the consent of their parent or legal guardian;
  - c. 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); or
  - d. follow any other reasonable directions provided by the Participating Retail Store or the Promoter in relation to the claim process,
- (hereafter referred to as “**Eligible Claimants**”).

6. Subject to the following, Eligible Claimants are permitted to enter this Promotion more than once. There will be a maximum of one Gear VR per Participating Purchase.
7. Subject to the Eligible Claimant complying with these Terms and Conditions:
- a. the Participating Retail Store will send the Gear VR to the address nominated by the Eligible Claimant and notified to the Participating Retail Store from which the Participating Product was purchased by the Eligible Claimant; and
  - b. the Participating Retail Store will endeavor to supply the Gear VR to the Eligible Claimant in accordance with clause within twenty eight (28) days of 28<sup>th</sup> of April 2017
8. Incomplete, indecipherable or ineligible claims will be deemed invalid. Eligible Claimants are responsible for ensuring their correct contact email and address details are provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should an Eligible Claimant fail to receive their Gear VR because of a failure to notify the Promoter of correct details or of a change to those details.
9. It is the responsibility of each Eligible Claimant to complete the steps outlined in clause 5, above.
10. The Promotion may be extended at the Promoter’s absolute discretion, subject to the approval of any relevant regulatory authorities.
11. The Promoter reserves the right, at any time, to verify the validity of claims or claimants (including a claimant’s identity, age, place of residence) and to disqualify any claimant who makes a claim 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.
12. The Promoter reserves the right to reclaim the Gear VR from any Eligible Claimant if the initially purchased Participating Product is returned after the claim has been fulfilled. This clause does not limit or affect the Eligible Claimant’s rights with regards to warranties on the Participating Product, either from the manufacturer or implied by legislation.
13. The Gear VR is not transferable or exchangeable and is not redeemable for cash.
14. 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, subject to the approval of any relevant regulatory authorities.
15. Any cost associated with accessing the promotional website is the claimant’s responsibility and is dependent on the internet service provider used by the claimant. The Promoter makes no guarantee of the availability of its web services and will not be held responsible for interruption of service that may interfere with the ability to participate in this Promotion.

16. Subject to clause 17, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence) to the fullest extent permitted by law, 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 variation in the Gear VR's value to that stated in these Terms and Conditions; (d) any tax liability incurred by a claimant; or (e) the use of the Gear VR.

17. 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**") and the Australian Consumer Law 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 to (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.

18. The Promoter may 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, offer suppliers and, as required, to Australian regulatory authorities. Validity of a claim is conditional on providing this information. All claimants consent to their personal information being collected and stored for the purposes of administering the Promotion in accordance with the Promoter's privacy policy available at [www.samsung.com.au](http://www.samsung.com.au), which forms part of these Terms and Conditions. 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. Claimants should direct any request to access, update, correct information or to opt out of receiving marketing material to the Promoter. All claims become the property of the Promoter.

19. The Promoter is Samsung Electronics Australia Pty Ltd ABN 63 002 915 648 of 3 Murray Rose Avenue, Sydney Olympic Park, NSW 2127.

**Consumer promotion support is available at:**

**Phone: 1300 362 603**