

SAMSUNG PAY 15% OFF GEAR 360 (2017) VOUCHER PROMOTION (AUGUST 2017) 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 "Samsung Pay 15% Off Gear 360 (2017) Voucher Promotion (August 2017)" ("**Promotion**") is deemed acceptance of these Terms and Conditions. This Promotion is not valid in conjunction with any other offer.
2. The Promotion is a game of skill for a Voucher that may be won by an Eligible Claimant who submits an Eligible Claim in accordance with these Terms and Conditions.
3. 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**").
4. The Promotion commences at 00:00:01 (AEST) on 1 August 2017 and closes at 23:59:59 (AEST) on 31 August 2017 ("**Promotional Period**").
5. The Promotional Period may be extended in the Promoter's absolute discretion subject to any written directions from a relevant regulatory authority.

Definitions

6. For the purposes of these Terms and Conditions:
 - a) "**Eligible Device**" means a Samsung Galaxy S6 (SM-G920I), S6 Edge (SM-G925I), S6 Edge+ (SM-G928I), Note 5 (SM-N920I), S7 (SM-930F), S7 Edge (SM-G935F), A5 (SM-A520F), A7 (SM-A720F), S8 (SM-G950) and S8+ (SM-G955F).
 - b) "**Payment Card**" means any of the following:
 - i. Westpac Visa credit or debit card;
 - ii. Westpac MasterCard credit or debit card;
 - iii. American Express credit card;
 - iv. Citi Visa credit or debit card;
 - v. Citi MasterCard debit or credit card;
 - vi. Visa credit or debit cards issued by:
 - i. Australian Unity;
 - ii. Bank Australia;
 - iii. Bank of Sydney;
 - iv. Beyond Bank Australia;
 - v. Big Sky Building Society;
 - vi. Catalyst Money;
 - vii. Central Coast Credit Union;
 - viii. Central Murray Credit Union;
 - ix. Community First Credit Union;
 - x. Credit Union SA;
 - xi. CUA;
 - xii. Customs Bank;
 - xiii. Defence Bank;
 - xiv. Firefighters Mutual Bank;
 - xv. First Option Credit Union;
 - xvi. Holiday Coast Credit Union;
 - xvii. Horizon Credit Union;
 - xviii. Illawarra Credit Union;
 - xix. Intech Bank;
 - xx. MyState;
 - xxi. Nexus Mutual;
 - xxii. Northern Beaches Credit Union;
 - xxiii. P&N Bank;

- xxiv. People's Choice Credit Union;
- xxv. Police Bank;
- xxvi. QT Mutual Bank;
- xxvii. Queenslanders Credit Union;
- xxviii. Reliance Bank;
- xxix. SCU;
- xxx. Select ENCOMPASS Credit Union;
- xxxi. South West Slopes Credit Union;
- xxxii. Teachers Mutual Bank;
- xxxiii. The Mac;
- xxxiv. The Rock;
- xxxv. UniBank;
- xxxvi. Unity Bank;
- xxxvii. WAW Credit Union Co-Operative; and
- xxxviii. Woolworths Employees' Credit Union Limited.

- c) **"RRP"** means recommended retail price.
- d) **"Samsung Online Shop"** means the online store of Samsung, accessible at the URL <http://shop.samsung.com/au>.
- e) **"Samsung Pay"** means version 2.6.14, 2.5.57, 2.4.33, 2.0.32 or above of Samsung's mobile application known as 'Samsung Pay'.
- f) **"Voucher"** means a voucher for 15% off the RRP of one (1) Samsung Gear 360 2017 (SM-R210NZWAXSA), valued at RRP \$399, from the Samsung Online Shop.
- g) **"\$"** is a reference to Australian Dollars.

Privacy

7. Samsung (and/or third parties on its behalf) collects personal information in order to conduct the Promotion, and to operate Samsung Pay and Samsung Accounts, 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 a 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. 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, Vietnam 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, the claimant acknowledges 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 Samsung's Privacy Officer by calling (02) 9763 9700 or emailing privacy.au@samsung.com. These Terms and Conditions are deemed to incorporate Samsung's privacy policy and by entering or claiming under this 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 claims

8. To be eligible to claim a Voucher, a claimant must, during the Promotional Period:

- a) be a natural person:
 - i. aged 18 years or over and be legally capable of entering into binding contracts; or
 - ii. aged 13 years or over and less than 18 years and (1) be legally capable of entering into binding contracts, and (2) have received the consent of their parent or guardian permitting them to use Samsung Pay (including the consent of their parent or guardian to the Samsung Pay Terms of Service (available at the URL <http://www.samsung.com/au/samsungpay/policy/Samsung-Pay-Terms-of-Service.pdf>);
- b) be an Australian resident, with an Australian residential address and a valid email address;
- c) create an account with Samsung in their personal capacity by following the prompts on Samsung Pay or online at the URL <https://webapp.mysamsung.com> and agreeing to any terms and conditions, complying with any requests and directions, and entering all personal information reasonably required by Samsung for the purposes of the Promotion, including, without limitation, the Eligible Claimant's full name, residential address, delivery address, age, email address and contact phone number ("**Samsung Account**");
- d) own or have the legal right to use a smartphone compatible with Samsung Pay, and, if they have not previously downloaded and activated Samsung Pay, download and activate Samsung Pay on their compatible smartphone (including by following all applicable steps to set-up a Samsung Account for the purposes of Samsung Pay);
- e) upload a Payment Card into Samsung Pay on their Eligible Device;
- f) follow the prompts in Samsung Pay to register to participate in the Promotion, including agreeing to these Terms and Conditions; and
- g) use a Payment Card on Samsung Pay to make at least five (5) payments during the Promotional Period, each of any sum, to purchase any good or service through any retailer that accepts the Payment Card on Samsung Pay,

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

9. Each Eligible Claimant is permitted to submit a maximum of one (1) Eligible Claim during the Promotional Period.

Voucher

10. Each Eligible Claimant who makes an Eligible Claim will, shortly after the fifth (5th) payment is made in accordance with clause 8 above, receive a pop-up notification in Samsung Pay on their Eligible Device containing a voucher code (**Voucher Code**).

11. Each Eligible Claimant who receives a Voucher Code can follow the steps in Samsung Pay to provide further details (including the Voucher Code) in order to redeem the Voucher on the Samsung Online Shop.

12. Each Voucher Code is from the time it is issued to an Eligible Claimant and expires three (3) months after the end date of the Promotional Period.

13. Each Voucher Code can only be used once.

14. Multiple claims for Vouchers are not permitted.

15. If the Samsung Gear 360 2017 (SM-R210NZWAXSA) is unavailable, the Promoter, in its discretion, reserves the right to substitute the Voucher with a voucher or other prize of equal value subject to any written directions from a relevant regulatory authority.
16. Vouchers are not transferable or exchangeable for cash or otherwise, and may be claimed only by Eligible Claimants.
17. Each Eligible Claimant is responsible for all ancillary costs in claiming and using their Voucher, including any internet service or data charges.

General

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, including, but not limited to, technical difficulties, unauthorised intervention or fraud, 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. Subject to any written directions from a relevant regulatory authority, the Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant's identity, contact details, and Samsung Pay account details and payment method) and to disqualify any claimant who submits a claim that is not in accordance with these Terms and Conditions, who tampers with the claim process or who holds a Samsung Pay account fraudulently or using any item of false information. 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 time does not constitute a waiver of those rights.
20. Samsung reserves the right to disqualify any claimant suspected of fraud or misconduct, or if Samsung believes that claimant's entry and/or results has been manipulated in any way, including by machines or computers.
21. Each Claimant is responsible for ensuring their correct contact details are provided with their claim. The Promoter accepts no responsibility should an otherwise Eligible Claimant fail to receive their Voucher because of a failure to provide correct contact details.
22. Any cost associated with downloading, installing and/or accessing Samsung Pay for the purpose of registering a claim is each claimant's responsibility and is dependent on the internet service provider used. The Promoter makes no guarantee of the availability of Samsung Pay 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 a Voucher.
23. By participating in this Promotion, each claimant grants to the Promoter an irrevocable, indefinite licence to use any content provided in their claim anywhere in the world for promotional, marketing or publicity purposes without remuneration, fees or royalties of any type or description.
24. Subject to clause 23, 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 or Voucher 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 a Voucher value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) any use of a Voucher
25. 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.

Consumer support is available at:

Email: onlinesupport@samsung.com

Phone: 1300 362 603 (8am to 6pm weekdays AEST)