

“HANG WITH HARRY” PROMOTION

TERMS AND CONDITIONS

1. Instructions on how to enter and information about the prizes form part of these terms and conditions ("**Terms and Conditions**"). Participation in this "Hang with Harry" promotion ("**Promotion**") is deemed acceptance of these Terms and Conditions. This Promotion is not valid in conjunction with any other offer.
2. The promoter is Samsung Electronics Australia Pty Ltd ABN 63 002 915 648 of Quad Samsung, 8 Parkview Drive, Homebush Bay, NSW 2127 ("**Promoter**" or "**Samsung**").
3. The Promotion commences at 9:00am (AEDT) on Friday, 9 January 2015 and ends at 11:59pm (AEDT) on Friday, 23 January 2015 ("**Promotional Period**").

Definitions

4. For the purposes of these Terms and Conditions:
 - a) "**AFC Asian Cup Final**" means the Asian Football Confederation Asian Cup Final football match to be held at 8:00pm (AEDT) on Saturday, 31 January 2015 at ANZ Stadium, Olympic Park, Homebush Bay, NSW 2127.
 - b) "**Daily Prize**" means two (2) general admission tickets to the AFC Asian Cup Final, valued at RRP \$1,598. There are fifteen (15) Daily Prizes in total, one for each calendar day comprising the Promotional Period, together valued at a total of \$23,970. For clarity each Daily Prize includes two tickets only and does not include any flights, transport or accommodation, and costs associated with the same or any other cost whatsoever, and does not includes spending money.
 - c) "**Draw**" means either a Daily Draw or the Major Prize Draw, as the context requires.
 - d) "**Hospitality Suite**" means a corporate spectators' box at the AFC Asian Cup Final.
 - e) "**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.
 - f) "**Major Prize**" means:
 - i. 3 return business class airfares to Sydney, NSW, departing from the Major Prize Winner's nearest major Australian city of Adelaide, Brisbane, Canberra, Darwin, Hobart, Melbourne or Perth on Saturday, 31 January 2015 and returning from Sydney to the major Australia city of origin on Monday, 2 February 2015. If the Major Prize Winner's nearest major Australian city is Sydney, NSW, then the Major Prize does not include airfares and the airfare component of the Major Prize will be forfeited and is not redeemable for cash;
 - ii. two (2) nights of 5-star hotel accommodation in and around Sydney, NSW (with the hotel to be determined by the Promoter in its absolute discretion);
 - iii. 3 hospitality tickets to the Hospitality Suite to watch the AFC Asian Cup Final;
 - iv. lunch at a gourmet restaurant (on a set menu) for three (3) people prior to the AFC Asian Cup Final;

- v. a potential "meet and greet" with Harry Kewell in the Hospitality Suite at a time during the AFC Asian Cup Final (to be determined by the Promoter in its absolute discretion);
- vi. return transfers for three (3) people from the accommodation to the AFC Asian Cup Final venue;
- vii. three (3) soccer jerseys (one for each person), with the size to be determined by the Promoter in its absolute discretion; and
- viii. \$2,997 spending money in total, awarded to the Major Prize Winner only (and for clarity not to each or any of the three friends) in the form of a visa per-paid card,

and the Major Prize is valued at up to \$19,089, depending on the Major Prize Winner's city of origin for the purposes of paragraph i, above.

- g) "**Participating Product**" means each of the Promoter's products listed in the following table:

Participating Products	Model Number
Samsung Galaxy S5 Electric Blue	SM-G900IZBATEL
Samsung Galaxy S5 Copper Gold	SM-G900IZDATEL
Samsung Galaxy S5 Charcoal Black	SM-G900IZKATEL
Samsung Galaxy S5 Shimmery White	SM-G900IZWATEL
Samsung Galaxy Note 4 Black	SM-N910GZKETEL
Samsung Galaxy Note 4 White	SM-N910GZWETEL
Samsung Galaxy Note 4 Gold	SM-N910GZDETEL
Samsung Galaxy Note Edge Black	SM-N915GZKETEL
Samsung Galaxy Note Edge White	SM-N915GZWETEL

- h) "**Prize**" means either a Daily Prize or the Major Prize, as the context requires.
- i) "**Qualifying Purchase**" means the purchase of a Participating Product during the Promotional Period on a Telstra twenty-four (24) month \$70 per month (or above) Mobile Accelerate plan or with a Device Payment Contract (DPC), or \$85 Business Share plan with Mobile Repayment Option (MRO) either in person in a Telstra retail store or through Telstra's website www.telstra.com.au.
- j)
- k) "**Telstra**" means Telstra Corporation Limited ABN 33 051 775 556 of 242 Exhibition Street, Melbourne, Victoria 3000.
- l) "**Winner**" means each Daily Prize Winner and the Major Prize Winner, as the context requires.

Entry Process

- 5. To be eligible to enter the Promotion, an entrant must, during the Promotional Period:
 - a) be a natural person (and not a company, business, trust or any other organisation of any description) and be an Australian resident with an Australian residential address

and not an employee of the Promoter, of any participating agency associated with this Promotion, or an immediate family member of the same;

- b) make a Qualifying Purchase;
- c) ensure that premium short message service (**SMS**) is enabled on their Participating Product;
- d) using their Participating Product, send a SMS to 877 (which costs 55 cents to send) and includes the following information:
 - i. the entrant's full first and last name and contact telephone number; and
 - ii. the international mobility equipment identity (**IMEI**) number for their Participating Product. Each Participating Product's IMEI number can be located on the unique sticker on the Participating Product's packaging or each Participating Product's "Settings" menu under "Settings/AboutDevice/Status/IMEI"; and
- e) receive a confirmation SMS from the Promoter (at no cost) confirming entry into the Promotion,

(Entry).

- 6. Only one (1) Entry is permitted per eligible entrant.
- 7. An entrant may be under 18 years of age provided that their parent/guardian has approved their entry and further, that their parent/guardian has read and consented to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement to consent to the minor accepting a Prize.
- 8. Each entrants must retain their original Telstra purchase receipt as proof of a Qualifying Purchase. Failure to produce such proof of a Qualifying Purchase when requested may, in the absolute discretion of the Promoter, result in invalidation of an entrant's Entry and forfeiture of any right to a Prize. An entrant's original purchase receipt must clearly specify the Telstra retail store or online store of Qualifying Purchase and that the Qualifying Purchase was made during the Promotional Period and prior to the entrant's Entry.
- 9. Incomplete or indecipherable Entries will be deemed invalid (irrespective of whether a confirmation SMS is received from the Promoter).

Daily Draws

- 10. Telstra, on behalf of the Promoter, will from Telstra's Sydney, NSW premises of 176 Liverpool Street, Sydney, NSW 2000 (**Telstra Sydney Premises**) conduct draws for each Daily Prize from the Entries received each calendar day of the Promotional Period (each calendar day ending at 11:59pm (AEDT), at 9:00am (AEDT) on the following business day (each a **Daily Draw**). There will be a Daily Draw in respect of each of the fifteen (15) calendar days comprising the Promotional Period.
- 11. The first Entry drawn from each Daily Draw will win a Daily Prize (**Daily Prize Winner**).

Major Prize Draw

- 12. Telstra, on behalf of the Promoter, will from the Telstra Sydney Premises conduct a draw of all Entries (including those of Daily Prize Winners) at 9:00am (AEDT) on Tuesday, 27 January 2015 (**Major Prize Draw**), being the first business day following the end of the Promotional Period. The first Entry drawn from the Major Prize Draw will win the Major Prize (**Major Prize Winner**).

Prize Conditions

13. Each Winner will be notified that they are a Winner by a telephone call to the telephone number that they used to send their SMS Entry within one (1) business day of the relevant Draw and in writing. If the Winner does not answer the call the Promoter or one of its agencies will leave a voice message, which will provide details for the Winner to contact the Promoter.
14. The names of the Winners will be published in *The Australian* newspaper on 28 January 2015.
15. Other than the inclusions stated above, any spending money, meals, insurance, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included in any Prize. The Major Prize Winner may be required to present a credit card at the time of checking-in to their accommodation to meet any charges they or their companions incur. Each Prize must be taken to coincide with the AFC Asian Cup Final and in the case of the Major Prize, is subject to booking and flight availability.
16. During the entire duration of each Prize, a nominated parent/guardian must accompany any Winner's guest who is under 18 years of age, or any Winner who is under 18 years of age.
17. The Major Prize Winner and their companions must depart from and return to the same departure city and travel together. The itinerary for the Major Draw prize will be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the Major Prize.
18. All Prizes are subject to the standard terms and conditions of individual prize and service providers.
19. All Prizes are subject to the AFC Asian Cup Final venue and ticket terms and conditions, including any applicable age restriction. The Promoter and/or event organisers may eject any Winner (and/or his/her companion/s) from the AFC Asian Cup Final, or deny their entry to the AFC Asian Cup Final, for any inappropriate behaviour, including but not limited to intoxication.
20. The "meet and greet" element of the Major Prize provides the Major Prize Winner (and their companions) with an opportunity to meet Harry Kewell, and an opportunity to have a photograph taken with him. These elements of the Major Prize are not guaranteed and are subject to the availability of Harry Kewell and the Major Prize Winner acknowledges and agrees that Harry Kewell may be unavailable for any one of a number of possible reasons beyond the control of the Promoter. The Promoter accepts no responsibility and will not offer any alternative prize in the event that these elements of the Major Prize cannot be offered for any reason.
21. As a condition of accepting a Prize, each Winner (and their companions where applicable) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a release and indemnity form, and/or a consent on substantially the same terms as the terms in clause 33 in respect of a Winner. In the event a Winner's companion/s is under the age of 18 years of age, a nominated parent/legal guardian of such person will be required to sign the documentation required under this clause on their behalf.
22. Each Prize is transferrable once only to a Winner's nominee provided that the Winner notifies the Promoter of their nominee within one (1) business day of the Winner being notified by the Promoter that they have won a Prize.

Unclaimed Prize Draw

23. In the event that an originally drawn Winner is not contactable, or forfeits or fails to accept their Prize by 9:00am (AEDT) on Thursday, 29 January 2015, they will be deemed to have forfeited their Prize and a draw for any such unclaimed Prize(s) will take place at that time and at the same place as the original Draws, subject to any directions from a regulatory

authority (**Second Chance Draw**). The winner(s) of the any Second Chance Draw, if any (**Second Chance Draw Winners**) will be notified by telephone call to the telephone number that they used to send their SMS Entry within 2 hours of the conclusion of the Second Chance Draw and in writing.

24. If a Second Chance Winner does not answer the call the Promoter or one of its agencies will leave a voice message, which will provide details for the Winner to contact the Promoter.
25. A Second Chance Winner must accept their Prize by 10:00am (AEDT) on Friday, 30 January 2015, otherwise they will be deemed to have forfeited their Prize.
26. The names of the Second Chance Draw Winners will be published in *The Australian* newspaper on 30 January 2015.

General Conditions

27. The Promoter's decision is final and no correspondence will be entered into.
28. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.
29. Subject to the unclaimed prize draw clause, if for any reason a Winner does not accept a Prize (or an element of a Prize) at the time stipulated by the Promoter, then the Prize (or that element of the prize) will be forfeited.
30. If any Prize (or element of any Prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize (or element of that Prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
31. Total Prize pool value is up to \$43,059.00. All Prize values are in Australian dollars. Prizes, or any unused portion of a Prize, are not exchangeable and cannot be taken as cash, unless otherwise specified.
32. The Promoter reserves the right, at any time, to verify the validity of Entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an Entry that is not in accordance with these Terms and Conditions or who tampers with the Entry process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
33. Entrants consent to the Promoter using their name and/or image in the event they are a Winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promotion of this Promotion (including any outcome) and promoting any products manufactured, distributed and/or supplied by the Promoter.
34. 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: (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate, subject to the approval of relevant regulatory authorities.
35. Any cost associated with accessing the Promoter's website for the purpose of entering this Promotion is the entrant's responsibility and is dependent on the internet service provider used. 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 the Promotion.

36. Subject to clause 38, the Promoter is not responsible or liable for any loss suffered by a Winner (or any person accompanying the Winner) as a direct or indirect result of the conduct of any third party that is associated with the provision of any part of the prize in accordance with this Promotion.
37. Subject to clause 38 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 prize 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 prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant; or (f) use of a prize.
38. 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: (1) in the case of supply of goods, the Promoter doing any one or more of the following: (a) replacing the goods or supplying equivalent goods; (b) repairing the goods; (c) paying the cost of replacing the goods or of acquiring equivalent goods; and/or (d) paying the cost of having the goods repaired; or (2) in the case of supply of services, the Promoter doing either or both of the following: (a) supply the services again; and/or (b) paying the cost of having the services supplied again.
39. 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, Promotion suppliers and as required, to Australian regulatory authorities. Validity of an Entry 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 entrant. Entrants should direct any request to access, update or correct information to the Promoter. All Entries become the property of the Promoter. These Terms and Conditions are deemed to incorporate the Promoter's privacy policy and by entering the Promotion, entrants accept the terms and conditions of the Promoter's privacy policy. For further details, see the Promoter's privacy policy at www.samsung.com.au.

Consumer Competition support is available via:

Email: Via Samsung support page at www.samsung.com.au/support

Phone: 1300 362 603

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