

SAMSUNG GEAR Fit 2 PROMOTION 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 Gear Fit2 Promotion ("**Promotion**") is deemed acceptance of these Terms and Conditions. This Promotion is not valid in conjunction with any other offer.
2. The Promotion is for a Gift deliverable to each Eligible Claimant who Purchases a Participating Product from a Participating Retailer and submits an Online Claim Form in accordance with these Terms and Conditions (capitalised terms are as defined in these Terms and Conditions).
3. The promoter is Samsung Electronics Australia Pty Ltd ABN 63 002 915 648 of 3 Murray Rose Avenue, Homebush Bay, NSW 2127 ("**Promoter**" or "**Samsung**").
4. The Promotion commences at 9:00am (AEST) on Thursday, 12 January 2017, and closes at 11:59pm (AEST) on Monday, 27 March 2017 ("**Promotional Period**"), unless extended by the Promoter.
5. Registrations for the promotion open at 9.00am (AEST) Thursday, 12 January 2017, and close 11:59pm (AEST) on Monday, 17 April 2017 ("**Registration Period**") unless extended by the Promoter at its absolute discretion, either generally in relation to all claimants or one or more individual claimants.

Definitions

6. For the purposes of these Terms and Conditions:
 - a) "**Gift**" means a Samsung Gear Fit 2 SM-R360 valued at \$289.00;
 - b) "**IMEI Number**" means an International Mobile Equipment Identity Number, which can be found on a Participating Product by entering "*#06#" on the dial pad.
 - c) "**Participating Product**" means either of the following products:
 - i. Samsung GS7 SM-G930F; or
 - ii. Samsung GS7 Edge SM-G935F,and for clarity, expressly excludes "grey imports", "C grade" or "seconds" products, second-hand, refurbished or demonstration products, and any costs, fees, expenses or liability of any description to pay any amount for installation, insurance, warranty or extended warranty, financing, delivery or any other cost which is, at the determination of the Promoter in its absolute discretion, additional or ancillary to the models listed in the table above;
 - d) "**Participating Retailer**" means a retail store, operator or an online retailer in Australia that sells the Participating Product, and is authorised by Samsung for the purposes of the Promotion, and excludes online bidding or auction websites (including www.ebay.com.au), any unauthorised retailer/operator, or a second hand store. The Promoter recommends that prior to purchasing a Participating Product, the customer verify that the retailer is a Participating Retailer authorised to participate in this Promotion, and that the product is a Participating Product;
 - e) "**Proof of Purchase**" means either:
 - i. a tax invoice clearly stating the name and model of the Participating Product, the Participating Retailer (including the relevant store details) from which the

Participating Product was Purchased, the price paid for the Participating Product, and the time and date of Purchase; or

- ii. a binding contract, lease, payment plan or welcome letter in relation to a mobile phone plan from a telecommunications company, telecommunications service provider, or telecommunications operator, (a **Telco**) or retailer, clearly showing:
 - A. the claimant's name;
 - B. the name, model and IMEI of the Participating Product;
 - C. the name of the Telco or retailer from which the Participating Product was Purchased;
 - D. the terms of the contract or lease; and
 - E. the time and date of Purchase;
- f) "**Purchase**" means either:
 - i. where the Participating Product is Purchased outright, payment in full for the Participating Product during the Promotional Period; or
 - ii. where the Participating Product is Purchased through a contract, lease or other payment plan, the agreement is fully executed and becomes binding during the Promotional Period; and
- g) "\$" is a reference to Australian Dollars.

Eligibility and claims

- 7. To be eligible to claim a Gift, a claimant must:
 - a) be either:
 - i. a natural person aged 18 years or over with an Australian delivery address; or
 - ii. an individual with an ABN and access to mobile telecommunication services through a plan promoted expressly by a Participating Retailer to small and/or medium sized businesses;
 - b) Purchase a Participating Product from a Participating Retailer during the Promotional Period, subject to clause 22, either:
 - i. as a natural person, in the claimant's own name; or
 - ii. as an individual through a business or company; and
 - c) visit www.samsung.com/au/gearfit2 ("**Website**") during the Registration Period, follow the prompts to the online claim form ("**Online Claim Form**"), and:
 - i. input the required personal information, including, but not limited to, the claimant's name, email address, Australian delivery address and telephone number;
 - ii. subject to clause **Error! Reference source not found.**, provide a copy of the Proof of Purchase in respect of the Participating Product Purchased, which may be in the form of a scanned copy or photograph;

- iii. subject to clause 10, input the IMEI Number of the Participating Product Purchased and upload a photo of that IMEI Number; and
- iv. submit the completed Online Claim Form,

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

- 8. Following submission of an Online Claim Form, a claimant (whether or not an Eligible Claimant) will receive a unique claim reference number ("**Reference Number**"). That claimant may use his/her Reference Number to access the track claim page ("**Track Claim Page**") on the Website. For clarity, a claimant must have a Reference Number in order to be an Eligible Claimant or have an Eligible Claim, but, receiving a Reference Number from the Promoter does not make a claim an Eligible Claim or claimant and Eligible Claimant.
- 9. Multiple Eligible Claims are permitted, subject to the following:
 - a) only one (1) Eligible Claim is permitted per Participating Product;
 - b) only five (5) Eligible Claims are permitted per Eligible Claimant;
 - c) only five (5) Eligible Claimants are permitted for any business or company; and
 - d) each Eligible Claim must be submitted separately and in accordance with these Terms and Conditions.

IMEI Number and Proof of Purchase

- 10. Claimants must provide the IMEI Number of their Participating Product and upload a photo of that IMEI Number on their Online Claim Form at the time of lodging their claim. The IMEI Number can be found on a Participating Product by entering "*#06#" on the dial pad.
- 11. The Promoter has deliberately allowed an extended the Registration Period to allow sufficient time for claimants' Eligible Products to be delivered. If a claimant has ordered their Participating Product and it has not been delivered before the Registration Period expires, the claimant must contact the Promoter directly using the contact information at the bottom of these Terms and Conditions. If the Claimant can show that they were prevented from lodging their claim during the Registration Period due to a delay in the delivery of their Participating Product, caused by the Promoter, a Participating Retailer or other postal delays outside the claimant's control, the Promoter will allow the claimant to submit a claim directly to the Promoter if the claimant provides their IMEI number, Proof of Purchase and any other necessary information within 7 days of the Participating Product being delivered. In all other circumstances, the Promoter may refuse the claim, assess the claim or otherwise deal with the claim as it sees fit in its absolute discretion.
- 12. The Promoter (or its agent) will validate all IMEI Numbers and photos of those IMEI Numbers submitted by claimants and will inform any claimants who have provided an invalid IMEI Number and/or photo of that IMEI Number by email ("**Invalid IMEI Email**"). Each such claimant will then have fourteen (14) days from the date of the Invalid IMEI Email to inform the Promoter (or its agent) of the correct IMEI Number of their Participating Product and/or provide a photo of that IMEI Number, in the manner requested by the Promoter. The Promoter may choose to extend this period at its absolute discretion.
- 13. The Promoter may invalidate a claim if a claimant (whether or not an Eligible Claimant) has failed to provide a valid IMEI Number and/or photo of that IMEI Number within fourteen (14) days of receipt of an invalid IMEI Email.

Claim validity

14. Without limiting clause 16, within a reasonable period of time after the submission of each Online Claim Form, the Promoter (or its agent) will validate each submitted Online Claim Form by verifying the:
 - a) IMEI Number and the photo of that IMEI Number; and
 - b) Proof of Purchase.
15. Without limiting clause 16, if the Promoter (or its agent) requires any further information in order to validate a submitted Online Claim Form, including where any of the details stated in or submitted with an Online Claim Form are missing, incorrect or illegible, the Promoter (or its agent) will inform the relevant claimant of the required information by email ("**Information Request Email**"). The claimant will then have fourteen (14) days from the date of the Information Request Email to provide the requested information to the Promoter (or its agent), unless expressly stated otherwise in the Information Request Email. The Promoter may invalidate any claim, or determine that a claim is not an Eligible Claim, if a claimant fails to provide the further requested information within fourteen (14) days of the Information Request Email from the Promoter (or its agent).
16. The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including but not limited to a claimant's identity, age and place of residence, and the Participating Product's Proof of Purchase and IMEI Number) 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 is not otherwise an Eligible Claimant. 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.
17. Eligible Claimants will be notified by email to their nominated email address if their claim is deemed to be valid.

Gifts

18. The Promoter will only deliver a Gift to the Australian delivery address submitted in the Online Claim form. The Promoter will not deliver to a PO box. Eligible Claimants should allow thirty (30) days from the date their claim is deemed valid by the Promoter to receive delivery of their Gift to their nominated Australian address. It is the responsibility of each Eligible Claimant to provide the correct delivery address and personal information on the Online Claim Form in order to receive their Gift. Without limiting clause 28, the Promoter is not liable for any Gift not being delivered to, or received by, an Eligible Claimant because that Eligible Claimant has not provided a correct delivery address or has provided a PO box.
19. Gifts must be signed for at the time of delivery.
20. Each Eligible Claimant is responsible for all ancillary costs associated with their Gift, including but not limited to costs in connection with accessories, network services of any description, data charges, delivery, postage or storage.

General

21. Subject to clauses 14 and 15, incomplete, indecipherable or illegible claims will be deemed invalid. Each Eligible Claimant is responsible for ensuring that their correct contact email, telephone number and Australian delivery address are provided in their Online Claim Form, and that the Promoter (or its agent) is notified of any change in details. The Promoter accepts no responsibility should an Eligible Claimant fail to receive their Gift because of a failure to notify the Promoter of a correction or change to their contact details, or failure to provide correct information in their Online Claim Form. Errors or omissions may be accepted in the sole discretion of the Promoter.

22. Subject to clause 29, the Promoter may reclaim from an Eligible Claimant the Gift, or take account of the Gift in calculating any refund payable, if the initially Purchased Participating Product is returned for a refund or exchange after the Eligible Claim has been processed and fulfilled.
23. If a Gift is unavailable, the Promoter, in its absolute discretion, may substitute that Gift with a gift of equal value and/or specification.
24. Each Gift is not transferable or exchangeable and cannot be redeemed for cash, and each Gift may only be claimed by the Eligible Claimant who Purchased the Participating Product, and will only be delivered to the relevant Eligible Claimant whose name appears on the Online Claim Form.
25. 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 Eligible Claimant; or (b) modify, suspend, terminate or cancel the Promotion, as appropriate.
26. This Promotion may be extended at the Promoter's absolute discretion.
27. Any cost associated with accessing the Promoter's website for the purpose of submitting the Online Claim Form is the responsibility of the Eligible Claimant and is dependent on the internet service provider used. The Promoter makes no guarantee of the availability of its web services and is not responsible for interruption of service that may interfere with the ability to participate in the Promotion or to receive a Gift. The Promoter is not responsible for any disruption to, or failure of, postage services, and is not responsible in the event of a delayed, lost or misdirected Gift.
28. Subject to clause 29, 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, original Purchase documentation or Gift 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 the Gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant or Eligible Claimant; or (f) any use of a Gift.
29. 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.
30. 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, offer suppliers, Participating Retailers and, as required, to Australian regulatory authorities. Validity of an Eligible 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 an Eligible Claimant. Eligible Claimants should direct any request to access, update or correct information to the Promoter. All claims (whether or not Eligible Claims) become the property of the Promoter. These Terms and Conditions are deemed to incorporate the Promoter's privacy policy and, by making a claim (whether or not an Eligible Claim) under the Promotion, each claimant and Eligible Claimant accepts the terms and conditions of the Promoter's privacy policy, accessible at <http://www.samsung.com/au/info/privacy.html>.

31. This Promotion is governed by the laws of New South Wales and each claimant (whether or not an Eligible Claimant) submits to the non-exclusive jurisdiction of the courts of that State.

Consumer promotion support is available at:

Email: gearfit2@Samsung-Promotions.com.au

Phone: 1800 900 730