| Samsung Galaxy A53 Pre-order Promotion 2022 (Promotion) | | | | | | | | | |
|--|---|----------------|--------------------------------|---|---|---------------|--------|----------------|--|
| Terms and Conditions (T&Cs) | | | | | | | | | |
| Offer Eligible | Eligible Entrants who Purchase a Participating Product during the Promotional Period will either: a) For Samsung Online Purchases - Receive a Gift if their purchase was made on the Samsung Online Store (<u>https://shop.samsung.com/au/</u>) or a Participating Samsung Enhanced Partnership Portal. The Gift will be automatically added to the cart when they checkout; or b) For Retail Purchases - Be eligible to receive a Gift in-store at the time of purchase if their Participating Product was purchased from a Participating Retail Store, subject to these T&Cs. Australian residents aged 18 years and over who Purchase a Participating Product from either the Samsung Online Store, a | | | | | | | as | |
| Entrants | Participating Samsung Enhanced Partnership Portal or a Participating Retail Store during the Promotional Period. | | | | | | | | |
| Participating Products | Product name SKU | | Participating Products Memory | | ts | Colour | | | |
| | Galaxy A53 5G | SM-A536ELBAATS | | 6GB + 128GB | | Awesome Blue | | | |
| | | SM-A536EZ | KAATS | 6GB + 128GB | | Awesome Black | k | | |
| | <u>Note</u> : Please note that non-genuine or non-Australian models of the Participating Products and Excluded Products are not eligible for this Promotion. Samsung recommends that, prior to purchasing a Participating Product, entrants verify that the product is a genuine and Australian model that is eligible for this Promotion. Further information on the benefits of purchasing Australian models can be found at www.samsung.com/au/made-for-australia | | | | | | | | |
| Excluded Products | Participating Product expressly excludes "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. | | | | | | | | |
| Participating Samsung Enhanced Partnership Portals (EPP) | The following list of Samsung's Enhanced Partnership Portals are included in this Promotion: Samsung's Government Store (https://shop.samsung.com/au/multistore/auepp/government_au/login/multistore) and Samsung Education Store (https://shop.samsung.com/au/multistore/auepp/samsung_education_au/login/multistore) | | | | | | | | |
| | | | Participating Retail Stores | | | | | | |
| | Samsung Retail Stores | | JB Hi-Fi | | | | | | |
| | Vodafone and Vodafone partners | | Samsung Store - eBay Australia | | | | | | |
| Participating Retail Stores | Harvey Norman | | The Good Guys | | Amazon Australia (https://www.amazon.com.au/samsung) Note: Amazon Marketplace is excluded from the Promotion | | | | |
| | Bing Lee | | Officeworks | | Woolworths Mobile | | | | |
| | Joyce Mayne | | Domayne | | Qantas Q Store | | | | |
| | Catch of the Day | | Flybuys | | Retravision | | | | |
| | Big W | | Snaffle | | | | | | |
| | a) "Samsung Retail Stores" means a Samsung-branded physical store or studio in Australia, a list of which is available at the URL www.samsung.com/au/samsungstore b) Samsung recommends that, prior to purchasing a Participating Product, entrants verify with the retailer that the retailer is a Participating Retail Store for the purposes of this Promotion. | | | | | | | | |
| Promotional | Start Time and Date End Time and Date | | 09 | 09:00 AM AEST 18 th March 2022 | | | | | |
| Period | | | 11 | 1:59 PM AEST 31 st | March 2 | 2022 | | | |
| Gift | Eligible Entrants who Purchase a Participating Product from the Samsung Online Store, a Participating Samsung Enhanced Partnership Portal or a Participating Retail Store during the Promotional Period, will be entitled to claim a Gift (as outlined below), subject to stock availability. | | | | | | | | |
| | In the event that the Gift is unavailable, the Participating Retail Store reserves the right to substitute the Gift with a gift in an alternative colour or an alternative product of equal value or greater value in its absolute discretion. | | | | | | | | |
| | Gift description | | Model N | Model Number | | | Colour | Value (RRP) | |
| | Galaxy Buds2 | | SM-R177NZWAASA | | | | White | \$219 | |
| | Note for Samsung Online Purchases: Eligible Entrants who Purchase a Participating Product from the Samsung Online Store or a Participating Samsung Enhanced Partnership Portal during the Promotional Period will automatically have the Gift added to the cart when they add the Participating Product. Samsung will endeavour to deliver the Gift at the same time that the entrant receives their Participating Product, however there may be some delays. | | | | | | | | |

| | (a) Participation in this Promotion is deemed acceptance of these T&Cs. | | | | | | |
|---|---|--|--|--|--|--|--|
| | (b) This Promotion is not valid in conjunction with any other Samsung offer or promotion. (c) This Promotion is available to individuals only and is not open to companies, businesses, commercial ventures, | | | | | | |
| | organisations or anyone acting on their behalf. This does not prevent an individual on a business phone plan from | | | | | | |
| | entering the Promotion. | | | | | | |
| | (d) To redeem this offer in a Participating Retail Store, the Eligible Entrant must purchase a Participating Product from a | | | | | | |
| | Participating Retail Store during the Promotional Period, and subject to them complying with these T&Cs, the Entrant will be provided the relevant Gift at the time of purchase (subject to availability). In the event that the Eligible Entrant | | | | | | |
| | purchases a Participating Product from the Samsung Online Store or a Participating Samsung Enhanced Partnership | | | | | | |
| | Portal, the Gift will be automatically added to their cart at the checkout at no additional cost. | | | | | | |
| | (e) There is a limit of one (1) Gift per Participating Product purchased. | | | | | | |
| | (f) There is a limit of five (5) claims for a Gift under this Promotion per Eligible Entrant. (g) All prices guoted in these T&Cs are inclusive of GST. | | | | | | |
| | (g) All prices quoted in these T&Cs are inclusive of GST. (h) The Gift is not transferable, exchangeable or redeemable for cash. For the avoidance of doubt, Eligible Entrants are | | | | | | |
| | expressly excluded from returning their Gift under Samsung's Change of Mind policy. | | | | | | |
| | (i) An Eligible Entrant is not entitled to a Gift if that Eligible Entrant returns the Participating Product to Samsung for a | | | | | | |
| | refund or exchange. The Eligible Entrant must return the Gift in accordance with the relevant Samsung online store's or Participating Retail Store's terms and conditions of sale at the same time the Participating Product is returned to be | | | | | | |
| | entitled to a refund or exchange. This clause does not limit or affect the Eligible Entrants rights with regards to | | | | | | |
| | warranties on the Participating Product either from the manufacturer or implied by legislation. | | | | | | |
| | (j) If this Promotion is interfered with or cannot be conducted as planned, Samsung may disqualify any entrant and/or | | | | | | |
| | modify, suspend or terminate the Promotion as applicable. (k) If the Gift is unavailable, Samsung and the Participating Retail Store may substitute a reasonably equivalent item at its | | | | | | |
| | discretion. However, the Promotion ends if Participating Product and/or Gift stocks run out. | | | | | | |
| | (I) The Promotional Period may be extended in Samsung's absolute discretion. | | | | | | |
| Other Matters | (m) The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant's | | | | | | |
| | identity, contact number and place of residence, tax invoice or other Proof of Purchase and serial number) using all other information available to the Promoter, and to disqualify any claimant who submits 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. (n) Subject to paragraph (o), the Promoter (including its officers, employees and agents) excludes all liability (including | | | | | | |
| | Subject to paragraph (o), 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 Bonus Gift Bundle that is late, lost, 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 Bonus Gift Bundle value to that stated in these Terms | | | | | | |
| | and Conditions; (e) any tax liability incurred by a claimant; or (f) any use of the Bonus Gift Bundle. | | | | | | |
| | (o) 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 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) supplying | | | | | | |
| | the services again; and/or (ii) paying the cost of having the services supplied again. | | | | | | |
| | (p) These Terms and Conditions are governed by the laws of New South Wales. Entrants submit to the non-exclusive jurisdiction of the courts of New South Wales. The Participating Products are subject to stock availability at each | | | | | | |
| | individual Participating Retailer Store | | | | | | |
| | Samsung (or third parties on its behalf) may collect personal information to conduct the Promotion and disclose such information | | | | | | |
| | to third parties for this purpose, including agents, contractors, service providers and offer suppliers. Validity of an eligible entry is | | | | | | |
| Privacy | conditional on providing this information. Some of these entities may be outside Australia, including in Singapore, Korea and the Philippines. Entrants acknowledge that by consenting to this disclosure, Samsung is not obliged to take reasonable steps to ensure | | | | | | |
| ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | overseas recipients do not breach Australian privacy law. All entrants consent to their personal information being collected and | | | | | | |
| | stored for this purpose in accordance with Samsung's privacy policy available at www.samsung.com/au, which forms part of these | | | | | | |
| Company of the | T&Cs. | | | | | | |
| Samsung/ the Promoter | Samsung Electronics Australia Pty Ltd (ACN 002 915 648) 3 Murray Rose Avenue, Sydney Olympic Park NSW 2127, Australia | | | | | | |
| | For issues relating to your Gift, contact: | | | | | | |
| | Ear nurshaaan mada an tha Camaung Online store. Comaung Datail store and Destining the Comaung Edition | | | | | | |
| Promotion | For purchases made on the Samsung Online store, Samsung Retail stores and Participating Samsung Enhanced Partnership Portals: contact Samsung Customer service, email: onlinesupport@samsung.com or phone: 1300 362 603 | | | | | | |
| Support | (Option 9 then 4) | | | | | | |
| | • For purchases made from any other Participating Retailer: contact the retailer who sold you the Galaxy A53 directly. | | | | | | |
| | | | | | | | |

Version Updated: 07 March 2022

Short form T&C

Offer available on eligible purchases of the new Galaxy A53 5G from the 18.3.22 - 31.3.22. Available in participating retailers only when you purchase a participating product. For full T&Cs visit www.samsung.com/au/offer/galaxy-a53-offer/terms

Long form T&C

Offer available on eligible Participating Products purchased from the Samsung Online Store, participating EPPs or in Participating Retail Stores 18th-31st March 2022. Customers will be entitled to claim a gift from Participating Retail Stores, subject to stock availability, at the time of purchase. Gift will be automatically added to cart on the Samsung Online Store or participating Samsung EPPs. Offers available while stocks last. This Offer

(including the offer period) may be modified in Samsung's sole discretion. Offer subject to full <u>Terms of Sale</u>. For Full T&Cs visit <u>www.samsung.com/au/offer/galaxy-a53-offer/terms/</u>