

**SAMSUNG NOTE 4 FACEBOOK PROMOTION
TERMS AND CONDITIONS**

1. Instructions on how to claim and the offer form part of these Terms and Conditions. Participation in this Samsung Note 4 Facebook Competition 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**").
3. The Promotion commences at 12:00pm on Tuesday 16th of September 2014 and closes at 11.59pm on Thursday 18th September 2014 ("**Promotional Period**").
4. During the Promotional Period, claimants are offered the opportunity to win a Samsung GALAXY Note 4 SM-N910F and two (2) tickets to the Note 4 Media Launch Event. The Note 4 Media Launch Event will commence at 7.00pm on Tuesday the 23rd of September at the Sydney Opera House. Prize winners will be responsible for arranging their own accommodation and transport to and from the event (the "**Prize**").
5. To be eligible to participate in the Promotion, claimants must:
 - a) 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 (where "**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);
 - b) during the Promotional Period, visit www.facebook.com/SamsungAustralia (the "**Promoter's Facebook Page**") and respond to the Promoter's Facebook post by telling us in 25 words or less "*Why you want to attend our exclusive Note 4 launch party in Sydney?*" for your opportunity to win ("**Post**"). Comments will not be accepted after 11.59pm on Thursday 18th of September; and
 - c) follow any other reasonable directions provided by Samsung representatives in relation to the claim process,(hereafter referred to as "**Eligible Entries**" or "**Eligible Entry**").
6. Only one (1) entry is permitted per person during the Promotional Period, as determined by the claimant's Promoter's Facebook account. Any entry which is not posted as a comment to the Post will be not be Eligible Entry.
7. The time of entry will, in each case, be the time the claimant's comment is registered on the Promoter's Facebook Page. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
8. All Eligible Entries will be reviewed by a panel of judges from the Promoter or commissioned by the Promoter at 9.00am on Friday the 19th of September 2014 at Samsung Head Office 8 Parkview Drive Olympic Park NSW 2127. The entrant who

submits the top 1 most creative and unique entry to the Post during the Promotional Period, as determined by the Promoter's panel of judges in its absolute discretion, will be the winner ("**Winner**") and will be awarded a Prize. There will be one (1) Prize in total. The Prize value is correct as at 16/09/2014 and the Promoter accepts no responsibility for any variation in Prize value.

9. Within two (2) days of selection, the Winner will be contacted via Samsung's Facebook Page with a request to contact the Promoter via private Facebook message ("**Notification**").
10. If a Winner is not contactable (including failing to private Facebook message the Promoter) by 5:00pm on Monday 22nd of September 2014, is unable to satisfy these Terms and Conditions, or forfeits or fails to accept their Prize by 5:00pm on Monday 22nd of September 2014, then they will be deemed to have forfeited their entitlement to their Prize. In those circumstances, the Promoter will select another Winner from the Eligible Entries, being the next most creative and unique entry selected from the Eligible Entries. Each winner of a second chance Prize (each a "**Second Chance Winner**") will be contacted via Samsung's Facebook Page with a request to contact the Promoter via private Facebook message within one (1) day of the Promoter's decision. The Promoter reserves the right to select another Winner in the event a Second Chance Winner is not contactable (including failing to private Facebook message the Promoter) within one (1) week of the notification to Second Chance Winner(s), is unable to satisfy these Terms and Conditions, or forfeits or fails to accept their Prize within one (1) week of the notification to Second Chance Winner(s). These Terms and Conditions apply to a Second Chance Winner as if they are a Winner.
11. The Promoter will endeavour to publish the names of the Winners on the Promoter's Facebook Page within seven (7) days of the Winner claiming their Prize in accordance with clauses 9 and 10 above.
12. The Promoter will arrange and pay for delivery of the Prize within ninety (90) days of the Notification. It is the responsibility of the entrant to provide the correct mailing address and personal information in order to receive their Prize. The Promoter will only deliver to the Prize to an Australian address.
13. If the Prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize with a prize of equal or greater value and/or specification.
14. The Prize is not transferable or exchangeable and not redeemable for cash.
15. The Prize does not include mobile network services which are to be obtained at the cost to the entrant. The entrant is responsible for all ancillary costs associated with the Prize.
16. The Promotion may be extended at the Promoter's absolute discretion.
17. The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant's identity 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 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.

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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any claimant; or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.
19. Subject to clause 20, each participant releases the Promoter and Facebook (including their respective officers, employees and agents) from 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 entry 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 Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant; or (f) use of a Prize.
20. 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) supply the services again; and/or (ii) paying the cost of having the services supplied again.
21. 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 and the Promoter's ability to deliver the Prize to the Winner is conditional on providing this information. All Participants 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, 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.
22. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. By participating in this Promotion you are providing information to the Promoter and not to Facebook.

Consumer promotion support is available at:

Web: <https://www.facebook.com/SamsungAustralia?fref=ts> **or**
<http://www.samsung.com/au/info/contactus.html>

Phone: 1300 362 603