

Clash Of Commuters Promotion Terms and Conditions

Promoter	Samsung Electronics Australia Pty Ltd (ABN 63 002 915 648), 3 Murray Rose Avenue, Sydney Olympic Park NSW 2127.
Who can enter?	Only Australian residents who are aged 18 or over and who are opted-in to receive marketing communications during the Competition Period and at the time of the determination of winners.
Who can't enter?	Directors, officers, management and employees (and their immediate families) of: (a) the Promoter; and (b) the agencies, companies or participating premises associated with this competition.
Overall Competition Period	12pm (AEST) on 02/05/2024 to 12pm (AEST) on 30/05/2024.
Where and when will the activations run?	The activations will run at locations in Melbourne and Sydney which are displaying promotional material, as follows: <ul style="list-style-type: none"> • Southern Cross Station, Spencer St, Docklands VIC 3008 • Parramatta Square, Darcy St &, Macquarie St, Parramatta NSW 2150 (each, an Activation).
Participation instructions	There are two elements as part of this competition, as follows: <ul style="list-style-type: none"> • entry to go into a draw (see "Regular Rider Draw Entry Instructions" section below); and/or • test your skills by playing the Clash of Commuters game (see "Game Play Instructions" section below). Instructions for each element are set out below.
Website	www.clashofcommuters.com.au
Regular Rider Draw Entry instructions	<p>There are two ways of entering this competition, as set out below.</p> <p>1. Online Entry</p> <p>To enter via Online Entry, you must, during the Competition Period:</p> <ol style="list-style-type: none"> (a) access the Clash of Commuters game via Fortnite on your preferred gaming device (wherever Fortnite is available) by searching for the map code, game name or clicking through from the Fortnite landing page; (b) play the game and once you have finished playing the game, take a screenshot of your results (see "Game Play" section below for game instructions); and (c) visit clashofcommuters.com.au, fill out and submit the online entry form, including by attaching a screenshot of your results from playing the Clash of Commuters game, providing all other requested information and opt-in to the Promoter's database. <p>Your screenshot must be unique per gameplay entry. It must clearly show the in-game end screen showing your gamer tag, your device details, your completion time, individual score, and your side quest completion score. If your screenshot details are not able to be clearly seen/legible then your entry/ies may be disqualified for any Game Play prize.</p> <p>Only entrants who enter via Online Entry are eligible to win a Game Play prize (see "How are Game Play prizes awarded" section below). However:</p> <ul style="list-style-type: none"> • you will only be eligible to win the "The ultimate on-the-go gamer Mobile Prize" Game Play prize if you enter using a mobile device; • if you win a Game Play prize, you will not be eligible to enter the prize draw nor win a Draw Prize; and

	<ul style="list-style-type: none"> • if you do not win a Game Play Prize, you will automatically be entered into the prize draw. <p>OR</p> <p>2. Activation Entry</p> <p>To enter via Activation Entry, you must visit a Clash of Commuters Activation, and during the Activation:</p> <p>(a) queue at the front of the Activation until instructed by a staff member to proceed;</p> <p>(b) scan the QR code with your smartphone or with a tablet provided by a staff member, visit the webform samsung.com/au/clash-of-commuters/ and locate the entry page, fill out and submit the entry form, including by providing all requested information and opt-in to the Promoter's database to receive 1 entry into the draw;</p> <p>(c) then, locate a spot within the Activation with a Galaxy S24 Ultra handset to either:</p> <p>(i) play the Clash of Commuters game (see "Game Play" section below for game instructions); or</p> <p>(ii) play the Asphalt 9: Legends game; or</p> <p>(iii) Engage with the Generative AI Photo Moment by taking a photo at the Activation and using the various AI features to edit the photo. You will be provided with either a Quickshare Link or QR Code if you would like to download your photo;</p> <p>and</p> <p>(d) before you exit the Activation, return the Galaxy S24 Ultra handset to its designated location/charger at the Activation.</p> <p>For clarity, you must complete all of the steps above 2(a) – (d) but you only need to complete one of the steps in 2(c), either (i), (ii) or (iii), in order to receive 1 entry into the draw. You do not need to complete all 3 steps (2(c)(i) – (iii)) to enter.</p> <p>If you enter via Activation Entry, you will be automatically entered into the prize draw (see "How many draw winners will there be and how will they be chosen?" section below). However, you will not be eligible for any of the Game Play prizes, unless you also enter via Online Entry.</p> <p>For both Activation Entry and Online Entry:</p> <p>You must remain 'opted-in' to receive Promoter marketing communications for the entire Overall Competition Period and at the time of winner determination. If, after you opt-in, you then opt-out during the Overall Competition Period or at time of winner determination, your entry/ies may be deemed invalid.</p> <p>The Promoter is not responsible if your mobile device/desktop/gaming device is not sufficiently capable for the purpose of gameplay and/or submitting an entry, including having the requisite photograph capability and application functions.</p> <p>For the avoidance of doubt, this competition is not sponsored, endorsed, or administered by Epic Games, Inc.</p>
<p>Game Play instructions</p>	<p>Players must successfully escort a Battle Bus ("Battle Bus") through 5 distinct bus stops in a uniquely Australian landscape in the fastest time possible without the Battle Bus being destroyed by hordes of crazed henchmen.</p> <p>Players: You can play with up to 4 people. Each player has 1x life each.</p> <p>Where can you play? You can play on any Fortnite compatible mobile device, desktop or gaming device. If you attend an Activation, you can play on the handset devices provided at the Activation.</p> <p>How to play:</p> <p>a) Click on the Clash of Commuters game icon and follow the prompts to load the game and to start playing;</p> <p>b) Once the Battle Bus leaves the first bus stop, you must defend the Battle Bus from hordes of crazed henchmen;</p>

	<p>c) If you clear the hordes of crazed henchmen and clear the checkpoint blockade, the Battle Bus will move through to the next checkpoint, but if the Battle Bus is destroyed or if your player is eliminated then you will lose the game;</p> <p>d) If you are successful, game play will continue and you must defend the Battle Bus against the hordes of crazed henchmen once again through each of the rounds (checkpoints 2 – 5). The game will increase in difficulty as you move through each round; and</p> <p>e) If you make it successfully through to bus stop 5, you must eliminate all remaining henchmen to complete the game.</p> <p>Side Quests: During the Clash of Commuters game, you will have the opportunity to find and collect all 40 Samsung Galaxy S24 phone devices hidden around the map. Each device can only be collected once by a single player, and once it is collected it will not be available for other players within your session. The devices will be restored for each new gameplay session.</p> <p>For clarity, each round of game play will continue until either the Battle Bus is destroyed or until all players are eliminated. Scores are calculated at a team level and at an individual player level. However, for the purpose of determining Game Play prize winners, only completion time and a player's individual score will be considered.</p> <p>For clarity, each team member will receive the same completion time and the winner will be determined by a player's individual score (which is completion time, number of 'eliminations' and 'damage dealt'). 'Eliminations' refers to the number of henchmen eliminated during Game Play. 'Damage dealt' refers to the total damage inflicted on the health of the henchmen throughout the game, whether or not the damage results in an elimination.</p>
<p>How are Game Play prizes awarded?</p>	<p>There are 3 Game Play prizes available to be won.</p> <p>For clarity, only entrants who enter via Online Entry are eligible to win a Game Play prize.</p> <p>Each Game Play prize is awarded based on skill. Chance plays no part in how the Game Play prizes are awarded. All winners of Game Play prizes will be determined at the end of the Competition Period, that is, after 11.59pm (AEST) on 30/05/2024.</p> <p>The Shortest Haul Prize (fastest time overall):</p> <p>To win the Shortest Haul Prize, you must have successfully completed all 5 rounds of the Clash of Commuters game and have the overall fastest completion time.</p> <p>If a tie breaker is required due to 2 or more players completing the game and having the same overall fastest completion time, the overall winner of the Shortest Haul Prize will be awarded to the player who also has the highest individual score. If a tie breaker is still required after this process, the winner will be determined by the player with the highest number of 'eliminations' and then, if required, the highest amount of 'damage dealt'.</p> <p>The Ultimate On-The-Go Gamer Prize (fastest time on mobile):</p> <p>To win the Ultimate On-The-Go Gamer Prize, you must have successfully completed all 5 rounds of the Clash of Commuters game, and you must have the overall fastest completion time on a mobile device.</p> <p>If a tie breaker is required due to 2 or more players completing the game and having the same overall fastest completion time on a mobile device, the overall winner of the Ultimate On-The-Go Gamer Prize will be awarded to the player who has the highest individual score. If a tie breaker is still required after this process, the overall winner will be determined by the player with the highest number of 'eliminations' and then, if required, the highest amount of 'damage dealt'.</p> <p>Seat Scavenger Prize:</p> <p>To win a Seat Scavenger Prize, you must be the player who has the highest number of Samsung Galaxy S24 phone devices collected in a single game play session/entry.</p> <p>If a tie breaker is required due to 2 or more players having collected the same number of Samsung Galaxy S24 phone devices, the overall winner of the Seat Scavenger Prize will be the player who was the fastest at completing the overall game. If a tie breaker is still required after this process, the overall winner will be determined by the player with the</p>

	<p>highest number of team phones collected and then, if required, by the highest number of team eliminations.</p> <p>The Promoter may judge additional reserve entries and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed (Reserve Entrants).</p>																																				
How many draw winners will there be and how will they be chosen?	<p>There will be 4 drawn winners determined in respect of this competition.</p> <p>There will be 1 draw conducted.</p> <p>The draw will be held at 12pm (AEST) on 20/06/2024 at Gadens Lawyers, L13 447 Collins Street, Melbourne, VIC 3000.</p> <p>The first valid entry drawn randomly from the entries received during the Competition Period (excluding any previous winning entries of the Game Play prizes) will win Regular Rider Draw Prize 1. The next 3 valid entries drawn randomly will each win a Draw Prize as follows:</p> <ul style="list-style-type: none"> • The second valid entry drawn will win Regular Rider Draw Prize 2; • The third valid entry drawn will win Regular Rider Draw Prize 3; and • The fourth valid entry drawn will win Regular Rider Draw Prize 4. <p>Please see the "What can I win?" section below for prize information.</p> <p>The Promoter may draw additional reserve entries in a draw and record them in order, in case a winning entry/entrant is deemed invalid or a Draw Prize is unclaimed (Reserve Entrants).</p>																																				
What can I win?	<p>There are up to 7 prizes available to be won – 3 Game Play prizes (Shortest Haul - Fastest Time Prize, The ultimate on-the-go gamer - Mobile Prize and Seat Scavenger - Side Quest Prize) and 4 Regular Rider Draw Prizes, as set out in the table below:</p> <table border="1"> <thead> <tr> <th>Prize</th> <th>Prize Type</th> <th>Prize Value (AUD)</th> <th>No. of Prizes Available</th> </tr> </thead> <tbody> <tr> <td>Shortest Haul - Fastest Time Prize</td> <td>1 x Galaxy S24 Ultra (Grey) \$2,199 1 x Galaxy Buds2Pro (Graphite) \$349 1 x OLED-65"55" QN90D NEO QLED 4K Smart TV \$2,999 1 x 57" Odyssey Neo G95NC Curved Odyssey QLED QLED G9 Monitor \$3,199</td> <td>\$8,746</td> <td>1</td> </tr> <tr> <td>The ultimate on-the-go gamer - Mobile Prize</td> <td>1 x Galaxy S24 Ultra (Black) \$2,199 1 x Galaxy Buds2Pro (White) \$349 1 x Galaxy Tab S9 Ultra \$2,499</td> <td>\$4,997</td> <td>1</td> </tr> <tr> <td>Seat Scavenger - Side Quest Prize</td> <td>1 x Galaxy S24 Ultra (Violet) \$2,199 1 x Galaxy Buds2Pro (Purple) \$349</td> <td>\$2,548</td> <td>1</td> </tr> <tr> <td>Regular Rider - Draw Prize 1</td> <td>1 x Galaxy S24 Ultra (Yellow) \$2,199</td> <td>\$2,199</td> <td>1</td> </tr> <tr> <td>Regular Rider - Draw Prize 2</td> <td>1 x Galaxy S24 Ultra (Grey)</td> <td>\$2,199</td> <td>1</td> </tr> <tr> <td>Regular Rider - Draw Prize 3</td> <td>1 x Galaxy Buds2Pro (BlackGraphite)</td> <td>\$349</td> <td>1</td> </tr> <tr> <td>Regular Rider - Draw Prize 4</td> <td>1 x Galaxy Buds2Pro (White)</td> <td>\$349</td> <td>1</td> </tr> <tr> <td></td> <td style="text-align: right;">Total:</td> <td>\$22,197</td> <td>7</td> </tr> </tbody> </table> <p>There is a limit of one prize per person for the entire competition (except for SA residents in relation to the Draw Prizes).</p>	Prize	Prize Type	Prize Value (AUD)	No. of Prizes Available	Shortest Haul - Fastest Time Prize	1 x Galaxy S24 Ultra (Grey) \$2,199 1 x Galaxy Buds2Pro (Graphite) \$349 1 x OLED-65"55" QN90D NEO QLED 4K Smart TV \$2,999 1 x 57" Odyssey Neo G95NC Curved Odyssey QLED QLED G9 Monitor \$3,199	\$8,746	1	The ultimate on-the-go gamer - Mobile Prize	1 x Galaxy S24 Ultra (Black) \$2,199 1 x Galaxy Buds2Pro (White) \$349 1 x Galaxy Tab S9 Ultra \$2,499	\$4,997	1	Seat Scavenger - Side Quest Prize	1 x Galaxy S24 Ultra (Violet) \$2,199 1 x Galaxy Buds2Pro (Purple) \$349	\$2,548	1	Regular Rider - Draw Prize 1	1 x Galaxy S24 Ultra (Yellow) \$2,199	\$2,199	1	Regular Rider - Draw Prize 2	1 x Galaxy S24 Ultra (Grey)	\$2,199	1	Regular Rider - Draw Prize 3	1 x Galaxy Buds2Pro (BlackGraphite)	\$349	1	Regular Rider - Draw Prize 4	1 x Galaxy Buds2Pro (White)	\$349	1		Total:	\$22,197	7
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Total prize pool	<p>The Game Play prize pool (awarded based on skill) is \$16,291.</p> <p>The Draw Prize pool (awarded based on chance via a draw) is \$5,906.</p> <p>The overall total prize pool is \$22,197.</p>																																				

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How many times can I enter?	You can enter multiple times, including via Activation Entry and/or Online Entry, provided you only enter once per game play. Each entry must be submitted separately in accordance with these Terms and Conditions.
How and when will the winner/s be informed?	Winners will be notified in writing by email within 5 business days of determination and will have their name and state/territory of residence/postcode published on the Website on 27/06/2024 for a period of 28 days.
Unclaimed prize/s	<p>Prize claim date: By 5pm (AEST) on 18/07/2024.</p> <p>Unclaimed prize determination: 12pm (AEST) on 19/07/2024 at the same location as the original draw.</p> <p>If a prize has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the Promoter can't contact a winner (or a winner does not contact the Promoter) by the prize claim date above, the relevant entry/ies will be discarded and the Promoter will:</p> <ul style="list-style-type: none"> • In relation to the Game Play prizes, re-award the relevant Game Play prize/s to applicable Reserve Entrant/s and/or withdraw the Game Play prize/s as unawarded; and • In relation to the Draw Prizes, re-award the Draw Prize/s to applicable Reserve Entrant/s and/or carry out an unclaimed prize draw at the date, time and place stated above to randomly distribute the Draw Prize/s to valid entrant/s who (if possible) have not already won an unclaimed prize. <p>Any winners will be informed in writing by email within 5 business days of determination and will also have their name and state/territory of residence/postcode published on the Website on 22/07/2024 for a period of 28 days.</p> <p>If any prize remains un-won at the end of this competition, or if a prize winner cannot be found, that information will be published on the Website on 19/08/2024.</p>
Collection and use of your personal information	<p>The Promoter may ask you to consent to take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. In this case, you will be asked to consent to the Promoter using your names and images in any promotional or advertising activity before such activity takes place. Participation in any of the above promotional activity is not mandatory and you may opt-out at any time.</p> <p>The Promoter (and/or third parties on the Promoter's behalf) collect personal information in order to conduct this 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. The validity of an entry is conditional on providing this information. The Promoter may use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning a winner.</p> <p>If you have marked the "opt-in" box on the entry form, you acknowledge that the information provided will be collected by or on behalf of the Promoter and may be disclosed to other companies within the Samsung group of companies and to third parties that help the Promoter deliver Samsung's 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 South Korea, the Philippines, Singapore, Malaysia, the United States of America, Germany, China, the Netherlands, Vietnam, India, Japan, Denmark, Mexico or Canada. You acknowledge that by giving consent to the disclosure of their personal information to the overseas recipients, the Promoter 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, you acknowledge that in providing your consent, the Promoter will not be accountable under the <i>Privacy Act 1988</i> (Cth) and you will not be able to seek redress under the <i>Privacy Act 1988</i> (Cth). However, where practicable in the circumstances, the Promoter will take reasonable steps to ensure that overseas recipients use and disclose such information in a manner consistent with its privacy policy.</p> <p>You should direct any request to access, update or correct information to the Promoter's by emailing privacy.au@samsung.com. These Terms and Conditions incorporate the Promoter's privacy policy and by entering the promotion, you accept the terms and conditions of the Promoter's privacy policy. For further details see https://www.samsung.com/au/info/privacy/.</p>
Permit numbers	<p>Authorised under:</p> <p>ACT Permit No. TP24/00792</p>

	SA Licence No. T24/599 NSW Authority No. TP/03250
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- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

Entry

- 2 Your entry must be received during the Competition Period and will be deemed to be received only when received by the Promoter. You will receive a return message confirming your entry. The Promoter is not liable for any problems with communications networks outside its reasonable control. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

Prizes

- 3 Prizes and all elements of prizes must be taken as specified, as and when offered and cannot be altered or changed in any way by you or will be forfeited, and if forfeited, the Promoter will not be liable. If you forfeit the prize or any element of the prize for whatever reason, you will not be given cash or any alternative prize as a substitute. Prize/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter.
- 4 You are responsible for all other unspecified costs related to the prize, including insurance (including excesses), additional taxes, mobile or data plans, installation costs, costs associated with ongoing use of the prize, etc.
- 5 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a prize.

General

- 6 Any material failure by you to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).
- 7 You must, if required by the Promoter, sign disclaimer and release forms provided by the Promoter in favour of the Promoter and other parties before taking the prize. If you do not sign, your entry will be deemed invalid and you will lose any entitlement to a prize.
- 8 If you or your entry are deemed by the Promoter to breach these Terms and Conditions materially your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's reasonable satisfaction the validity of your entries and/or verifying your identity (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 9 You must not:
- (a) tamper with the entry process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the entry process);
 - (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
 - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
 - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
 - (e) breach any law; or
 - (f) behave in a way that is otherwise inappropriate.
- 10 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted for reasons outside the Promoter's reasonable control, including failure of any third parties to forward entry forms for inclusion in the draw, where relevant.
- 11 If any dispute arises between you and the Promoter concerning the conduct of this competition or claiming a prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this competition is final.
- 12 Prizes cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these

Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.

- 13 By entering, you request that your full address not be published.
- 14 If this competition cannot run as planned for any reason beyond the Promoter's control (for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, government directives, a pandemic, public health orders and the like), the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.
- 15 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

Liability

- 16 You may have consumer rights under statute including under the *Competition and Consumer Act 2010* (Cth), which may be relevant to any issue or problem you encounter in relation to this competition and cannot be excluded or restricted. Nothing in these Terms and Conditions excludes or restricts those rights. See www.accc.gov.au for more information about those rights.
- 17 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 18 Without limiting the previous paragraphs, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant), due to circumstances beyond the Promoter's reasonable control. Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
- 19 This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.