

**SAMSUNG – TV TRADE UP CASH BACK PROMOTION
TERMS AND CONDITIONS**

1. Instructions on how to make a claim form part of these terms and conditions ("**Terms and Conditions**"). Participation in this "Samsung – TV Trade Up Cash Back 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 cashback Gift payable or deliverable (as applicable) to each Eligible Claimant who delivers a Trade-In TV to a Recycling Centre, Purchases a Participating Product from a Participating Retailer and submits and Online Claim Form in accordance with 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 24 September 2015 and closes at 11:59pm (AEDT) on 8 November 2015 ("**Promotional Period**"), unless extended by the Promoter.

Definitions

5. For the purposes of these Terms and Conditions:
 - a) "**EFT**" means an electronic funds transfer in AU\$ to the bank account nominated by each Eligible Claimant (who nominates to receive the Gift by EFT) in accordance with these Terms and Conditions;
 - b) "**Eligible Claim**" has the meaning given to that term in clause 6;
 - c) "**Eligible Claimant**" has the meaning given to that term in clause 6;
 - d) "**Gift**" means either an EFT or a Physical Gift Card for the respective amounts set out in the "Cashback Amount" right column of the table in clause 5g), as nominated by each Eligible Claimant;
 - e) "**immediate families**" 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) "**Online Claim Form**" has the meaning given to that term in clause 6b)i);
 - g) "**Participating Product**" means each of the Samsung television models set out in the left column of the table below:

Participating Product	Cashback Amount
Samsung Series 8 55 inch SUHD TV (model: UA55JS8000WXXY)	\$300.00
Samsung Series 8 65 inch SUHD TV (model: UA65JS8000WXXY)	\$300.00
Samsung Series 9 55 inch Curved SUHD TV (model: UA55JS9000WXXY)	\$500.00
Samsung Series 9 65 inch Curved SUHD TV (model: UA65JS9000WXXY)	\$500.00
Samsung Series 9 65 inch Curved SUHD TV (model: UA65JS9500WXXY)	\$500.00
Samsung Series 9 78 inch Curved SUHD TV (model: UA78JS9500WXXY)	\$500.00
Samsung Series 9 88 inch Curved SUHD TV (model: UA88JS9500WXXY)	\$500.00

which must be new, and which expressly excludes "C grade" or "seconds" products;

- h) **"Participating Retailer"** means a retailer authorised by Samsung to sell new Samsung televisions, and trading in Australia under one of the following trading names, business names or brands:

2nds World	Dick Smith	Winning Appliances
Betta Home Living	Harvey Norman	Whitfords Electrical Discounts
Big Brown Box	JB Hi-Fi	Wills the Quadrant
Bing Lee	Myer	Domayne
Camberwell Electrics	Radio Rentals	Joyce Mayne
Coogans	RT Edwards	Video Pro
Costco	Retravision	World Digital Arcade
David Jones	The Good Guys	World's Best Technology
Kambo's	Bi-rite	

- i) **"Physical Gift Card"** means a prepaid Citibank Mastercard® credited in AU\$ delivered to the address nominated by each Eligible Claimant (who nominates to receive the Gift by Physical Gift Card) in accordance with these Terms and Conditions;
- j) **"Promotional Period"** has the meaning given to that term in clause 4;
- k) **"Promoter"** has the meaning given to that term in clause 3;
- l) **"Purchase"** means payment in full;
- m) **"Recycling Centre"** means any one of the recycling centres listed on <http://recyclingnearyou.com.au/televisions>, which include some (but not all) of the retail stores operated by some of the Participating Retailers;
- n) **"Samsung"** has the meaning given to that term in clause 3;
- o) **"Terms and Conditions"** has the meaning given to that term in clause 1; and
- p) **"Trade-In TV"** means a television of any brand, size and condition (including whether working or not) solely-owned by an Eligible Claimant that is delivered to a Recycling Centre in accordance with clause 6a)v.

Eligibility and claims

6. To be eligible to claim a Gift (corresponding to a relevant Participating Product Purchased), a claimant must:
- a) during the Promotional Period:
- i. be a natural person aged 18 years old or over and be an Australian resident with an Australian residential address;
 - ii. not be a company, business or organisation of any description, or an employee of the Promoter, a Participating Retailer, or any agency associated with this Promotion, or any immediate family member of such person;
 - iii. Purchase a Participating Product from a Participating Retailer;
 - iv. record and retain:

- A. the name and location of the Recycling Centre where they have delivered their Trade-In TV under clause 6v; and
 - B. the brand name and screen size of their Trade-In TV;
 - v. attend a Recycling Centre (in person) and deliver their Trade-In TV to that Recycling Centre; and
- b) within fourteen (14) days of their Purchase of a Participating Product from a Participating Retailer:
 - i. visit www.samsung.com/au/tv-tradeup and follow the prompts to the online claim form ("**Online Claim Form**");
 - ii. input the required personal information, including but not limited to the claimant's name, email address, address and telephone number;
 - iii. input the name and store location of the Participating Retailer where they Purchased a Participating Product;
 - iv. input the name and location of the Recycling Centre that they delivered their Trade-In TV to, and the brand name and size of their Trade-In TV;
 - v. provide the serial number for the Participating Product that they Purchased and a photo of the Participating Product's serial number in accordance with clauses 8 to 10 (inclusive);
 - vi. provide a copy of their tax invoice for the Participating Product that they Purchased in accordance with clauses 11 to 15 (inclusive);
 - vii. select between receipt of an EFT Gift or a Physical Gift Card Gift. If the claimant selects EFT they must also enter their Australian bank account name, bank-state-branch code and account number; and
 - viii. submit the completed Online Claim Form,

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

- 7. A claim must be carried out by the actual purchaser of the Participating Product to be an Eligible Claim. A claim or registration by any other person will not be accepted.

Serial number

- 8. Subject to clause 9, to be able to claim a Gift, each claimant must provide the serial number of their Participating Product and a photo of the Participating Product's serial number on their Online Claim Form within fourteen (14) days of Purchasing their Participating Product to be an Eligible Claimant (Online Claim Forms will not be accepted after 11:59pm (AEDT) on 22 November 2015).
- 9. If a claimant is unable to provide the serial number of their Participating Product and a photo of the Participating Product's serial number at the time of submitting the Online Claim Form, the claimant must still submit the Online Claim Form within fourteen (14) days of Purchasing their Participating Product and check the relevant field to indicate they have not yet received their Participating Product. The claimant must then provide the Promoter with the serial number of their Participating Product and a photo of the Participating Product's serial number within seven (7) days of receiving their Participating Product.
- 10. The Promoter will validate all serial numbers submitted by claimants and will inform any claimant who has provided an invalid serial number by email. The claimant will then have fourteen (14) days from

the date of the notification email to inform the Promoter of the correct serial number for their Participating Product, after which period the Promoter may invalidate the claim.

Copy of tax invoice

11. For a claim to be an Eligible Claim, a claimant must either:
 - a) upload a scanned copy of the original tax invoice for their Participating Product prior to submitting their Online Claim Form;
 - b) upload a scanned copy of the original tax invoice for their Participating Product via the track claim page after submitting their Online Claim Form; or
 - c) send a copy of the original tax invoice for their Participating Product to the Promoter by mail.
12. A claimant who chooses to send a copy of their original tax invoice by mail must include their unique claim reference number (provided following submission of their Online Claim Form), name and telephone number on the copy of the original tax invoice and send it in a stamped envelope to the following address for validation:

TV Trade Up Cash Back Promotion
PO Box 688,
Eastern Suburbs MC, NSW 2004
13. A copy of a tax invoice must be received by the Promoter within fourteen (14) days of the claimant submitting their Online Claim Form. Copies of tax invoices will not be accepted after 11:59pm (AEDT) on 7 December 2015.
14. The Promoter will validate all tax invoices and reserves the right to invalidate a claim if the claimant has not provided a valid tax invoice within fourteen (14) days of submitting their Online Claim Form.
15. The Promoter recommends that Eligible Claimants retain their original tax invoice for their records. No responsibility is accepted for late, lost or misdirected mail.

Claim validity

16. Multiple Eligible Claims are permitted, subject to the following:
 - a) only one (1) Eligible Claim is permitted per Participating Product;
 - b) only three (3) Eligible Claims are permitted per household; and
 - c) each Eligible Claim must be submitted separately and in accordance with these Terms and Conditions.
17. Without limiting clause 19, 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 checking the:
 - a) Trade-In TV brand and size;
 - b) the Participating Product serial number; and
 - c) copy of the tax invoice,

as stated in or submitted with the Online Claim Form against trade-in and purchase information available to the Promoter from the relevant Participating Retailer.

18. Without limiting clause 19, 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. The claimant will then have fourteen (14) days from the date of the notification email to provide the requested information to the Promoter (or its agent), unless expressly stated otherwise in the notification email. The Promoter reserves the right to invalidate any claim, or to 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 notification email from the Promoter (or its agent).
19. 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, the brand and size of the Trade-In TV, and the Participating Product's tax invoice and serial 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.

Gifts

20. Eligible Claimants will be notified by email to their nominated email address if their claim is deemed to be an Eligible Claim. The Promoter will then issue, subject to the Eligible Claimant's nomination of an EFT or a Physical Gift Card:
 - a) an EFT to the nominated bank account provided by the Eligible Claimant to the Promoter on the Online Claim Form, subject to these Terms and Conditions (including but not limited to clause 23); or
 - b) a Physical Gift Card to the nominated address provided by the Eligible Claimant to the Promoter on the Online Claim Form, subject to these Terms and Conditions (including but not limited to clause 25).

EFT Gifts

21. EFT payments will only be made to valid Australian bank accounts. If an Eligible Claimant does not hold an Australian Bank account, the Eligible Claimant must choose the Physical Gift Card option to receive their Gift. Without limiting clause 36, the Promoter is not liable for any EFT payment not being made to, or received by, an Eligible Claimant because that Eligible Claimant does not hold an Australian bank account.
22. If an Eligible Claimant becomes aware that they have submitted incorrect bank account information, the Eligible Claimant must immediately notify the Promoter of the Eligible Claimant's error and provide correct bank account information. If an EFT is made to a bank account which was erroneously submitted by an Eligible Claimant, the Promoter will attempt to reverse the EFT, which, if reversed, will be credited to the Promoter, which will then make an EFT to the Eligible Claimant's resubmitted bank account. If an EFT is reversed and then retransferred because of an error of an Eligible Claimant, a \$7.95 bank re-issuing fee will be deducted from the amount of the Gift transferred to the Eligible Claimant's resubmitted bank account. The Promoter does not warrant or represent that it will be able to effect an EFT reversal and Eligible Claimants agree that if they submit incorrect bank account information, and an EFT is paid to an incorrect bank account, their relevant Gift may be forfeited.
23. Eligible Claimants who have selected to receive their Gift by EFT should allow twenty eight (28) days from the date their claim is deemed valid by the Promoter for the EFT to be made to their nominated bank account, and may need to allow several days thereafter for the funds to clear.

Physical Gift Card Gifts

24. Physical Gift Cards are issued by Citigroup Pty Ltd ACN 004 325 080 ("**Citigroup**") pursuant to a license from MasterCard® International Incorporated, and are managed by Citi Prepaid Services.

Physical Gift Cards will not have cash access. Physical Gift Cards can only be used where MasterCard® Prepaid Cards are accepted. For information regarding the Citibank cards, including terms of use, claimants should visit www.samsung.com/au/offer/tv-tradeup. The Promoter is not responsible or liable for any loss suffered by any claimant as a direct or indirect result of Citigroup's conduct.

25. The Promoter will only mail a Physical Gift Card to an Australian address. Eligible Claimants who selected to receive a Physical Gift Card should allow sixty (60) days from the date their claim is deemed valid by the Promoter to receive delivery of their Physical Gift Card to their nominated Australian address. It is the responsibility of each Eligible Claimant to provide the correct mailing address and personal information on the Online Claim Form in order to receive their Gift. Without limiting clause 36, the Promoter is not liable for any Physical Gift Card not being delivered to, or received by, an Eligible Claimant because that Eligible Claimant has not provided a correct mailing address.

Trade-In TVs

26. Each claimant (whether or not an Eligible Claimant) transfers all right, title and interest in their Trade-In TV immediately upon parting with possession of their Trade-In TV at the Recycling Centre at which they deliver their Trade-In TV.
27. Each claimant (whether or not an Eligible Claimant):
 - a) represents and warrants to the Promoter that they are the sole owner of the Trade-In TV that they deliver to a Recycling Centre, and that they have all power, right and authority to transfer all right, title and interest in the Trade-In TV to the Recycling Centre; and
 - b) indemnifies the Promoter against any actual or anticipated claim, loss, cost or expense (including legal expenses on a full indemnity basis) which the Promoter, its employees and/or its agents (including but not limited to Participating Retailers) may suffer in connection with a breach by the claimant (whether or not an Eligible Claimant) of these Terms and Conditions, including but not limited to the representation and warranty in clause 27a).
28. Each claimant (whether or not an Eligible Claimant) acknowledges and agrees that their Trade-In TV will be recycled soon after it is delivered to a Recycling Centre, and cannot be recovered by or returned to that claimant, irrespective of whether or not the claimant is deemed to be an Eligible Claimant or is deemed to have made an Eligible Claim, and whether or not they are entitled to a Gift.

General

29. Subject to clauses 17 and 18, incomplete, indecipherable or illegible claims will be deemed invalid. Each Eligible Claimant is responsible for ensuring that their correct contact email, bank account details (if relevant) and address details are provided in their Online Claim Form, and that any updated details are notified to the Promoter. The Promoter accepts no responsibility should an Eligible Claimant fail to receive their Gift because of a failure to notify the Promoter of correct details or of a change to those details.
30. Subject to clause 37, the Promoter reserves the right to reclaim from an Eligible Claimant the Gift, or to take account of the Gift in calculating any refund payable, if the initially Purchased Participating Product is returned for a refund after the Eligible Claim has been processed and fulfilled.
31. If a Gift is unavailable, the Promoter, in its discretion, reserves the right to substitute that Gift with a gift to the equal value and/or specification.
32. Each Gift is not transferable or exchangeable and each Gift can only be paid or delivered (as applicable) to the relevant Eligible Claimant whose name appears on the Online Claim Form.
33. 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.

34. This Promotion may be extended at the Promoter's absolute discretion.
35. Any cost associated with accessing the Promoter's website for the purpose of registering a claim is the Eligible Claimant'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 or to receive a Gift. The Promoter is not responsible for any disruption to, or failure of, banking services or postage services, and will not be held responsible in the event of a delayed, lost or misdirected EFT Gift or Physical Gift Card Gift.
36. Subject to clause 37, 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 claim, loss, cost or expense in connection with a Trade-In TV, any tax liability incurred by a claimant or Eligible Claimant; or (f) any use of a Gift.
37. 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: (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.
38. 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. For further details see www.samsung.com.au.
39. 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: contact@promotions-samsung.com

Phone: 1800 900 730