**SAMSUNG REFRIGERATOR & WASHING MACHINE ENJOY MORE GIFT CARD PROMOTION**

**TERMS AND CONDITIONS**

1. Instructions on how to claim and the offer form part of these Terms and Conditions. Participation in this Samsung Refrigerator & Washing Machine Enjoy More Gift Card Promotion (“**Promotion**”) is deemed acceptance of these Terms and Conditions. This Promotion is not valid in conjunction with any other offer.
2. For the purpose of these Terms and Conditions:

a) “**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.

b) “**purchase**” means that full payment is made for the Participating Product during the Promotional Period.

c) “**participating Australian retail store**” excludes any online bidding or auction websites (including [www.ebay.com.au](http://www.ebay.com.au)) or any unauthorised retailers. The Promoter recommends that prior to purchasing a Participating Product the customer verify that the retailer is authorised to participate in this Promotion.

d) “**Participating Products**” means each Tier 1 Participating Products and the Tier 2 Participating Products for the respective Samsung refrigerator and washing machine models set out in column one of the table below.

e) “**Cash Back**” means the Tier 1 Cash Back and the Tier 2 Cash Back for the respective amounts set out in column two of the table below.

| **“Participating Products”** | **“Cash Back”** |
| --- | --- |
| Samsung Refrigerator Model Numbers(s):  SRS600NLS  SRF579DLS  SRS710GNLS  SRS713GNIS  SRS580DHLS  SRS683GDHLS  SRS684GDHSS  SRS690GDLS  SRS691GDIS  SRS639GDSS  SRF801GDLS  SRS877GDHLS  SRS606DHLS  (each a **“Tier 1 Participating Product**”) | $200.00 cash back (to be mailed to the Eligible Claimant in the form of a Citibank Card valued at $200.00) (each a **“Tier 1 Cash Back**”).  Only 6,600 Tier 1 Cash Back redemptions are available in total. |
| Samsung Washing Machine Model Numbers(s):  WD0754W8E  WD1102XVM  WF1104XAC  WF8750LSW1  WF1752WPC  WF1804WPC  WF0854W8E1  WF856UHSAGD  WF856UHSAWQ  WF0754W7V1  WF756UMASWQ  WA5471ABP  WA5471ABW  WA406DJHDWR  WA456DRHDWR  (each a **“Tier 2 Participating Product**”) | $75.00 cash back (to be mailed to the Eligible Claimant in the form of a Citibank Card valued at $75.00) (each a **“Tier 2 Cash Back**”).  Only 18,000 Tier 2 Cash Back redemptions available in total. |

For clarity, the definition of a Participating Product expressly excludes "C grade" or "seconds" products.

1. a) The Promotion commences at 9:00 am AEST on 3 August 2012 and closes at 5:00 pm AEST on 3 October 2012, or such earlier time for each respective Participating Product as follows:
   * 1. for Tier 1 Participating Products, when the total claims for Tier 1 Participating Products equals the number of Tier 1 Cash Back redemptions available (being6,600); and
     2. for Tier 2 Participating Products, when the total claims for Tier 2 Participating Products equals the number of Tier 2 Cash Back redemptions available (being18,000),

as shown by Samsung Electronics Australia Pty Ltd ABN 63 002 915 648 (“**Promoter**”) website counter (see clause 8 below) (“**Promotional Period**”).

* 1. Claims regarding Participating Products after termination of this Promotion will be invalid. Prior to purchasing a Participating Product, the customer should verify with the participating Australian retail store that the Cash Back redemption is still available.

1. To be eligible to claim a Cash Back, claimants must:
2. aged 18 years old or over (employees, and their immediate families, of the Promoter, participating retailers and agencies associated with this Promotion, are ineligible to claim);
3. be Australian residents with an Australian residential address;
4. purchase a Participating Product from any participating Australian retail store during the Promotional Period;
5. visit [www.samsung.com.au/promotions](http://www.samsung.com.au/promotions), follow the prompts to the online claim form page (“**Online Claim Form**”), input the requested details and submit the fully completed Online Claim Form within fourteen (14) days of purchase of the Participating Product (Online Claim Forms will not be accepted after 11:59 pm AEST on 17 October 2012); and
6. send the serial number and a copy of the original purchase receipt of the Participating Product to the Promoter in accordance with clause 5 below,

(hereafter referred to as “**Eligible Claimants**”).

1. All claims must be carried out by the actual purchaser of the Participating Product. Claims or registrations by any other person will not be accepted. In addition to completing the Online Claim Form, the Promoter must receive the following from an Eligible Claimant for their claim to be valid: i) a valid serial number of the Participating Product purchased; and ii) a copy of the original purchase receipt with respect to the Participating Product purchased.
2. Serial Number:
3. To be able to claim the Cash Back, Eligible Claimants must provide the serial number of their Participating Product on the Online Claim Form within 14 days of purchasing their Participating Product (Online Claim Forms will not be accepted after 11:59 pm AEST on 17 October 2012);
4. If an Eligible Claimant is unable to provide the serial number of their Participating Product at the time of submitting the Online Claim Form, the Eligible Claimant must still submit the Online Claim Form within fourteen (14) days of purchasing their Participating Product and tick the relevant box to indicate they have not yet received their Participating Product. The Eligible Claimant must then provide the Promoter with the serial number of their Participating Product within seven (7) days of receiving the Participating Product.
5. The Promoter will validate all serial numbers submitted by Eligible Claimants and will inform any Eligible Claimants who have provided an invalid serial number by email. The Eligible Claimant will then have fourteen (14) days from the date of the notification email to inform the Promoter of their correct serial number.
6. The Promoter reserves the right to invalidate any claims if the Eligible Claimant has failed to provide a valid serial number within fourteen (14) days of notification of an invalid serial number by the Promoter.
7. Copy of Original Purchase Receipt:
8. For a claim to be valid, Eligible Claimants must either A) upload a scanned copy of the original purchase receipt prior to submitting the Online Claim Form; B) upload a scanned copy of the original purchase receipt via the track claim page after having submitted the Online Claim Form; or C) send a copy of the original purchase receipt to the Promoter by mail.
9. Should the Eligible Claimant choose to send in a copy of the original purchase receipt by mail, Eligible Claimants must include their Unique Claim Reference Number, name and telephone number on a copy of the original purchase receipt and send it in a stamped envelope to the following address for validation:

**Samsung Refrigerator & Washing Machine Enjoy More Gift Card Promotion**

**PO Box 1632**

**North Sydney, NSW, 2059**

1. All copies of purchase receipts must be received by the Promoter within fourteen (14) days of the Eligible Claimant submitting their Online Claim Form. Purchase receipts will not be accepted after 11:59 pm (AEST) on 31 October 2012.
2. The Promoter will validate all purchase receipts and reserves the right to invalidate any claims if the Eligible Claimant has not provided a valid purchase receipt within fourteen (14) days of submitting their Online Claim Form.
3. The Promoter recommends that Eligible Claimants retain their original purchase receipt for their records. No responsibility is accepted for late, lost or misdirected mail.
4. If the Promoter requires any further information in order to validate a submitted Online Claim Form, the Promoter will inform the Eligible Claimant by email. The Eligible Claimant will then have fourteen (14) days from the date of the notification email to provide the requested information to the Promoter. The Promoter reserves the right to invalidate any claims if the Eligible Claimant has failed to provide the further requested information within fourteen (14) days of the notification email by the Promoter.
5. All eligible claims sent by Eligible Claimants in relation to a purchase of a Tier 1 Participating Product and/or Tier 2 Participating Product, will each receive the respective Cash Back amount stated in the table set out in clause 2 above. Only 6,600 Tier 1 Cash Back and 18,000 Tier 2 Cash Back are available for redemption in total.
6. A counter on the Promoter's website will display the remaining number of respective Tier 1 Cash Back and Tier 2 Cash Back redemptions available for redemption (“**Website Counter**”). The Website Counter will operate as follows:
7. the Website Counter will update every five (**5**)seconds, based on the number of Online Claim Forms submitted. The displayed number will include in the reduction all registered and pending claims as well as dispatched Cash Back redemptions. Claims that are invalid will not be deducted from this counter;
8. once the 6,600 limit for Tier 1 Cash Back is reached, this will be indicated on the Website Counter, the Online Claim Form for Tier 1 Participating Products will be closed and the Promotional Period with respect to the Tier 1 Participating Products will be terminated; and
9. once the 18,000 limit for Tier 2 Cash Back is reached, this will be indicated on the Website Counter, the Online Claim Form for Tier 2 Participating Products will be closed and the Promotional Period with respect to the Tier 2 Participating Products will be terminated.
10. The Promotion may be extended at the Promoter’s absolute discretion, subject to the approval of relevant regulatory authorities.
11. The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant’s identity, age and place of residence, purchase receipt and serial number) 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.
12. Incomplete, indecipherable or illegible claims will be deemed invalid. Eligible Claimants are responsible for ensuring their correct contact address details are provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should an Eligible Claimant fail to receive their Cash Back because of a failure to notify the Promoter of the change to these details, or for providing an invalid serial number.
13. Eligible Claimants will be notified by email to their nominated email address if their claim is deemed valid. The Promoter will then arrange for the payment of the Cash Back amount to the Eligible Claimant by issuing a Citibank Card to the nominated address provided to the Promoter on the Online Claim Form.
14. Citibank Cards are issued by Citigroup Pty Ltd ACN 004 325 080 ('Citigroup') pursuant to a license from MasterCard® International Incorporated and is managed by Citi® Prepaid Services. MasterCard® is a registered trademark of MasterCard International Incorporated. Cards will not have cash access and can only be used where MasterCard Prepaid Cards are accepted. For information regarding the Citibank Cards, including terms of use, claimants can visit www.promotions-samsung.com/cititcs. The Promoter is not responsible or liable for any loss suffered by any claimant as a direct or indirect result of Citigroup's conduct.
15. It is the responsibility of the Eligible Claimant to provide the correct mailing address and personal information on the Online Claim Form in order to receive their Cash Back. The Promoter will only mail the Cash Back to an Australian address.
16. Eligible Claimants should allow twenty-eight (28) days from the date their claim is deemed valid by the Promoter (as referred to in clause 12 above) to receive their Cash Back in the post.
17. Multiple entries are permitted, subject to the following:
    1. only one (1) claim permitted per Participating Product;
    2. only one (1) claim permitted per household for a Tier 1 Participating Product and only claim (1) claim per permitted per household for a Tier 2 Participating Product; and
    3. each claim must be submitted separately and in accordance with claim requirements.
18. The Promoter reserves the right to reclaim from any Eligible Claimant the Cash Back, if the initially purchased Participating Product is returned after the claim has been processed and fulfilled. This clause does not limit or affect the Eligible Claimant’s rights with regards to warranties on the Participating Product either from the manufacturer or implied by legislation.
19. If the Cash Back is unavailable, the Promoter, in its discretion, reserves the right to substitute the Cash Back with a gift to the equal value and/or specification subject to the approval of relevant regulatory authorities.
20. The Cash Back offer is not transferable or exchangeable and can only be made out to the claimant whose name is stated on the receipt or invoice.
21. 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.
22. 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.
23. Subject to clause 23, 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 offer, 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 Cash Back 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 Cash Back value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of the Cash Back redemption.
24. 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.
25. The Promoter collects personal information in order to conduct the offer 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 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 the claimant. Claimants should direct any request to access, update or correct information to the Promoter. All claims become the property of the Promoter. These Terms and Conditions are deemed to incorporate our privacy policy and by entering the Promotion, you accept the terms and conditions of our privacy policy. For further details see our privacy policy at [www.samsung.com.au](http://www.samsung.com.au).
26. The Promoter is Samsung Electronics Australia Pty Ltd ABN 63 002 915 648 of Quad Samsung, 8 Parkview Drive, Homebush Bay, NSW 2127.

**Consumer promotion support is available at:**

**Email:** [**cashback@promotions-samsung.com**](mailto:cashback@promotions-samsung.com)

**Phone:** 1800 900 730

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