

**Samsung Electronics New Zealand Limited (“Promoter”)**

**Promotion Terms and Conditions**

THE SAMSUNG FREESTYLE LAUNCH 2022 PROMOTION (“Promotion”)

**Defined Terms**

In these Promotion Terms and Conditions:

**Bonus Prize** means the prize identified in the below Participating Products and Bonus Prize matrix.

**Claimant** means an individual that submits a claim to the Promoter for this Promotion.

**Participating Product** means the Samsung TV model identified in the below Participating Products and Bonus Prize matrix.

**Participating Retailer** means the retailers a promotional prize can be purchased from to qualify for this promotion which are listed below;

- Noel Leeming
- Harvey Norman
- 100% appliances
- Heathcotes Appliances
- Smiths
- JB-Hi-Fi
- PB Tech
- ACL
- Samsung NZ Estore

**Promoter** means Samsung Electronics New Zealand Limited, 24 The Warehouse Way Northcote Auckland.

**Promotional Period** means the period between 9:00am on August 3<sup>rd</sup> 2022 until 9:00pm on September 14<sup>th</sup> 2022.

1. Participation in this Promotion is deemed acceptance of these Terms and Conditions. The bonus prize is not valid in conjunction with any other offer.
2. The Promotion is only open to New Zealand residents who have purchased a Samsung Freestyle Portable Projector from a Participating Retailer during the Promotional Period. Employees (and their immediate families) of the Promoter, the Promoter's New Zealand branch office, participating retailers, and agencies associated with this promotion are ineligible for this promotion.

**PARTICIPATING PRODUCTS AND BONUS PRIZE**

The table below shows the participating product that must be purchased for a claimant to be eligible for the bonus prize giveaway for this promotion. No part of this prize can be substituted for cash.

<b>Participating Product</b>	<b>Bonus Prize</b>
Samsung Freestyle Portable Projector SP-LSP3BLAXNZ	Freestyle Battery Base VG-FBB3BA/XY

**Promotional Terms and Conditions**

1. Bonus item is not available at the time of purchase and must be redeemed from the promoter’s website.
2. The Promoter reserves the right to reclaim from any Claimant, the relevant Bonus Item; if the initially purchased Freestyle Portable Projector is returned after the claim has been processed and fulfilled. This clause does not limit or affect the Claimant’s rights with regards to warranties either from the manufacturer or implied by legislation.

## HOW TO CLAIM

1. Bonus Prizes are not available at the time of purchase. To claim the Bonus Prize, claimants must:
  - have purchased a Participating Product between 9:00am on August 3<sup>rd</sup> 2022 until 9:00pm on September 14<sup>th</sup> 2022; and
  - visit <http://www.samsung.com/nz/offer/>
  - select the promotion banner that relates to this Promotion;
  - **register their claim before October 14<sup>th</sup> 2022**, (claims without serial numbers must still be registered by entering '0000' into the serial number field) complete and submit into the Online Redemption Form the details of their claim including:
    - the Claimant's full name, email address, physical address and day time phone number;
    - the invoice details and serial numbers of each product in the Promotion Bundle purchased.
    - upload a copy of the proof of purchase and a photo of the serial numbers, then click submit. All required documentation must be sent and received by the Promoter within thirty (30) days from the purchase date of the Participating Product, for the claim to be deemed valid.
2. Claimants should allow up to 30 days from the date the claim documentation is received by the Promoter, for delivery of the Bonus Prize. If a claimant is unable to provide the serial number of the purchased Participating Product at the time of emailing their claim, the claim may still be submitted. In such cases, claimants are required to register all details except for the serial number by emailing [nzpromotions@samsung.com](mailto:nzpromotions@samsung.com) by the registration date, with a copy of the proof of purchase, and a copy of the promotional email, within 30 days of purchasing the Participating Product for their claim to be valid. Once the claimant takes delivery of their Participating Product, the claimant must, within 7 days from delivery, and no later than **March 14<sup>th</sup> 2023**, email the serial number to Samsung at [nzpromotions@samsung.com](mailto:nzpromotions@samsung.com). Any claims that do not submit the serial number of the Participating Product within the 7 day deadline will be deemed invalid. **No outstanding claims will be accepted by the Promoter after March 14<sup>th</sup> 2023.**
3. If the serial number and the proof of purchase do not match the details submitted by the claimant to [nzpromotions@samsung.com](mailto:nzpromotions@samsung.com), the claim will be deemed invalid and will result in an ineligible claim. The eligible Claimant will not be entitled to receive the allocated Bonus Prize until the Promoter has received the required documentation and verified the claim.
4. The Promoter reserves the right to reclaim from any claimant, the relevant Bonus Prize; if the initially purchased Participating Product is returned after the claim has been processed and fulfilled. This clause does not limit or affect the claimant's rights with regards to warranties on the Participating Product either from the manufacturer or implied by legislation.

## GENERAL TERMS AND CONDITIONS

1. 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) 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. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
2. Only one (1) claim may be made per Participating Product purchased.

3. Claimants must retain proof of purchase. Failure to produce proof of purchase for each claim when requested may, in the absolute discretion of the Promoter, result in invalidation of a Claimant's claim or entries and forfeiture of any right to a Bonus Item.
4. In the event of any disputes in relation to entries online and identification of the person making the redemption by email the Promoter reserves the right to award the redemption to the email account holder.
5. The Promoter's decision is final and no correspondence will be entered into.
6. All Claimants may be required to first sign acceptance of these terms and conditions before any Bonus Prize is provided to them.
7. Any cost associated with accessing the promotional website is the Claimant's responsibility and is dependent on the Internet Service Provider used.
8. The use of any automated claim software or any other mechanical or electronic means that allows a Claimant to automatically claim repeatedly is prohibited and will render all entries submitted by that claimant invalid.
9. The Promoter assumes no responsibility for: (i) any error, omission, interruption, or delay in the operation or transmission of any communication including any email communication sent to (or by) the Promoter to any Claimant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise; (ii) any theft, destruction or unauthorised access to, or alteration of such communications; and (iii) any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Promotion.
10. The Promoter accepts no responsibility for any tax liability incurred as a result of a Claimant participating in the Promotion. Claimants should obtain independent tax and financial advice.
11. Except for any liability that cannot be excluded by law, 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 relevant Bonus Prize Amount 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 relevant Bonus Prize to that stated in these Terms and Conditions; (e) any tax liability incurred by a Claimant; or (f) use of the relevant Bonus Prize.
12. Nothing in these Terms and Conditions is intended to exclude, restrict or modify a consumer's rights under the Consumer Guarantees Act 1993. These Terms and Conditions must be read subject to those statutory provisions and will not affect any statutory rights that a claimant may have in relation to the return of any products within the Promotion Prize or relevant Bonus Prize Amount.
13. 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 New Zealand 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. All claims become the property of the Promoter. Claimants have the right of access to, and right to request correction of, their personal information held by the Promoter. Claimants should direct any request to access, update or correct information

to the Promoter at: Samsung Electronics New Zealand Ltd 24 The Warehouse Way, Northcote, Auckland 0627 or any other address as notified on the Promoter's website: [www.samsung.com/nz](http://www.samsung.com/nz). Email: [nzpromotions@samsung.com](mailto:nzpromotions@samsung.com).

14. The Promoter, in its sole discretion, reserves the right to cancel, suspend, terminate or modify the Promotion or any part of the promotion if fraud, technical failures or any other factor beyond the Promoter's reasonable control adversely affects the Promoter's ability to conduct the Promotion or part of the Promotion as contemplated in these terms and conditions, subject to any written directions from any regulatory authority. Any cancellation or modification to the Promotion will be notified on the Promoter's website: [www.samsung.com/nz](http://www.samsung.com/nz).
15. Administration of the promotion will take place at the offices located at 24 The Warehouse Way, Northcote, Auckland 0627 or any other office as notified on the Promoter's website: [www.samsung.com/nz](http://www.samsung.com/nz). Email: [nzpromotions@samsung.com](mailto:nzpromotions@samsung.com).