SAMSUNG

Samsung Electronics New Zealand Limited ("Promoter") Promotion Terms and Conditions Odyssey Neo G9 Pre-Order Promotion 2021

- 1. Instructions on how to claim the Bonus Bundle Gift form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. The Bonus Bundle Gift is not valid in conjunction with any other offer or transferable for cash.
- 2. Claims are only open to New Zealand residents. Claimants under 18 years old must have a parent's/guardian's permission to make a claim. The Promoter may require the parent or guardian to sign these Terms and Conditions as a condition of entry. 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 to claim.
- 3. The promotion purchase period commences at 9.00am on November 15th 2021 and finishes at 9.00pm on November 30th 2021 ("Promotional Period").
- 4. Claims must be registered with Samsung (14) days from the date of purchase of the Participating Product. The registration period closes on 14th December 2021. A completed claim requires evidence of purchase and the serial number of the product, which is obtained when the product is delivered emailed to NZ Promotions <u>nzpromotions@samsung.com</u>

PARTICIPATING PRODUCTS AND BONUS BUNDLE

5. To be eligible to claim the Bonus Bundle set out below, eligible claimants must purchase a participating Samsung Odyssey Neo G9 49" Monitor ("Participating Product") at a participating retailer. The Bonus Bundle Gift comprises of 1x Logitech G PRO X SUPERLIGHT Wireless Gaming Mouse and 1x Logitech G POWERPLAY Wireless Charging System worth RRP \$579.80.

Participating Retailers:

- PB Tech
- Computer Lounge
- Play Tech
- Extreme PC
- Samsung Estore

Participating Product: Odyssey Neo G9 49" Gaming Monitor LS49AG950NEXXY

HOW TO CLAIM

6. Bonus Bundle Gift is not available at the time of purchase. To register for the Bonus Bundle
Gift, claimants must:
□ have purchased between 15 th November and 30 th November 2021
☐ Email <u>nzpromotions@samsung.com</u> to register their claim before 14 th December 2021 and
must include all of the below details in their email:
o the claimant's full name, email address, physical address and day time phone number

- o provide an image of the product serial number once received
- o provide an image of the proof of purchase clearly showing retailer, product purchased, date of purchase, payment total, and invoice number.
- 7. Claimants will be sent their Bonus Bundle Gift via courier. If the proof of purchase and serial numbers were not emailed to nzpromotions@samsung.com, claimants can alternatively send a copy of their proof of purchase to:

SAMSUNG PROMOTIONS PO BOX 36645 Northcote AUCKLAND 0627

- 8. All required documentation must be sent and received by the Promoter within fourteen (14) days from the purchase date of the Participating Product, for the claim to be deemed valid.
- 9. Claimants should allow 30 days from the date the claim documentation is received by the Promoter for delivery of the Bonus Bundle Gift.
- 10. The Promoter reserves the right to reclaim from any claimant, the relevant Bonus Bundle Gift; 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

- 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) 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.
- 12. Multiple entries are permitted, subject to the following:
 - a. a maximum of two claims permitted per household; and
 - b. each claim must be submitted separately and in accordance with claim requirements.
- 13. 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 redemption Bonus Bundle Gift.
- 14. 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.
- 15. The Promoter's decision is final and no correspondence will be entered into.
- 16. Claimants may be required to first sign acceptance of these terms and conditions before any Bonus Bundle Gift is provided to them.
- 17. The Promoter will use its best endeavors to provide the Bonus Bundle Gifts listed. If any of the Bonus Gifts are unavailable for whatever reason, the Promoter reserves the right to substitute that Bonus Gift for another item of an equivalent value.

- 18. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet Service Provider used.
- 19. 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.
- 20. 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 unauthorized 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.
- 21. 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.
- 22. 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 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 relevant Bonus Bundle 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 relevant Bonus Bundle Gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of the relevant Bonus Bundle Gift.
- 23. 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 a Participating Product or relevant Bonus Bundle Gift.
- 24. 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. Telephone: 09 4777111. Email: nzpromotions@samsung.com.
- 25. 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.

26. The Promoter is Samsung Electronics New Zealand Limited, 24 The Warehouse Way Northcote Auckland. 0627 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. Telephone: 09 4777111 Email: nzpromotions@samsung.com.