SAMSUNG

Samsung Electronics New Zealand Limited ("Promoter")

Promotion Terms and Conditions

Samsung Home Appliances – Winter Promotion 2022 (**"Promotion**")

1. Instructions on how to claim the Bonus Gift form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. The Bonus Gift is not valid in conjunction with any other offer.
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 1 June2022 and finishes at 9.00pm on 9 August 2022** ("**Promotional Period**").
4. Claims must be registered with Samsung (30) days from the date of purchase of the Participating Product. The **registration period closes on 9 September 2022**. Incomplete claims must be **completed before 9 February 2023**. A completed claim requires evidence of purchase and the serial number of the product, which is obtained when the product is delivered.

PARTICIPATING PRODUCTS AND BONUS GIFT

5. To be eligible to claim a Bonus Gift set out below, eligible claimants must spend at least $3,000 on two or more Samsung Home Appliance Products (excluding accessories) set out in clause 7 below ("**Participating Products**") in one transaction at a Participating Retailer (described in clause 8 below), being the ("Entry Criteria").
6. Subject to clause 7 of these terms, eligible Claimants that meet the Entry Criteria and able to elect to receive either an Air Purifier (AX4T3020WW/SA) or $300 Cashback (each, a "Bonus Gift").
7. Eligible claimants that meet the Entry Criteria by purchasing the Participating Products at Harvey Norman are eligible only for $300 Cashback as the Bonus Gift, and are not eligible to elect for the Air Purifier as the Bonus Gift.
8. Participating products for this promotion are set out in the table below.

Participating Products
Samsung Air Dresser
Samsung Clothes Dryers
Samsung Cooktops
Samsung Dishwashers
Samsung Refrigerators
Samsung Microwaves
Samsung Ovens

Samsung Vacuum Cleaners
Samsung Washing Machines
Samsung Vacuum Cleaning Station
Samsung Air Purifier

9. For the purposes of this promotion, the Participating Retailers are:

- Noel Leeming
- Farmers
- Harvey Norman
- 100%
- Smiths City
- DTR
- Kitchen Things
- Appliance Plus
- Heathcotes
- Magness Benrow
- Cherrytree
- Alf Downs Appliances
- Wairoa Appliance Centre
- Selectrix
- Smith & Church

10. Bonus Gifts are not transferable or exchangeable and cannot be redeemed for cash.

HOW TO CLAIM

11. Bonus Gifts are not available at the time of purchase. To claim the Bonus Gift, claimants must:
    - have purchased two or more Participating Products for $3,000 or more in a single purchase from a Participating Retailer between **1 June 2022 and 9 August 2022**
    - visit http://www.samsung.com/nz/promotions/
    - select the promotion banner that relates to the Promotion;
    - **register their claim within 30 days of purchase of the Participating Products, and in any event before 9 September 2022**, complete and submit into the Online Redemption Form the details of their claim, which includes:
        - selecting the Bonus Gift they wish to receive (Note: if the Participating Products were purchased at Harvey Norman, $300 Cashback is the only Bonus Gift available to select);

- the claimant's full name, email address, physical address and day time phone number;
- valid New Zealand bank account details if the Bonus Gift selected is the $300 Cashback;
- the invoice details and serial numbers of the Participating Products purchased; and
- uploading a copy of the proof of purchase and a photo of the serial numbers.

12. Claimants will be sent their Bonus Gift via courier. If the proof of purchase and serial numbers were not uploaded online, or emailed to nzpromotions@samsung.com, claimants can alternatively send a photo of the serial numbers and a copy of their proof of purchase to:

    SAMSUNG PROMOTIONS

    PO BOX 36645

    Northcote

    AUCKLAND 0627

13. All required documentation must be sent and received by the Promoter within thirty (30) days from the purchase date of the Participating Product (and in any event, before 26 August 2022), for the claim to be deemed valid.
14. Claimants should allow up to 30 days from the date the claim documentation is received by the Promoter, for delivery of the Bonus Gift. If a claimant is unable to provide the serial number of the purchased Participating Product at the time of submitting the Online Redemption Form, the claim may still be submitted. In such cases, claimants are required to register all details via the Online Redemption Form, by the registration date, without the serial number, and email or post to the address set out at clause 10 above, with a copy of the proof of purchase, 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 **9 February 2023**, email the serial number to Samsung at 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 9 February 2023.**
15. If the serial number and the proof of purchase do not match the details submitted by the claimant on the Online Redemption Form, 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 Gift until the Promoter has received the required documentation and verified the claim.
16. The Promoter reserves the right to reclaim from any claimant, the relevant Bonus 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

17. 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.

18. Multiple entries are permitted, subject to the following:

    - a maximum of two claims permitted per household; and
    - each claim must be submitted separately and in accordance with claim requirements.

19. 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 Gift.
20. 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.
21. The Promoter's decision is final and no correspondence will be entered into.
22. All Bonus Gift claimants may be required to first sign acceptance of these terms and conditions before any Bonus Gift is provided to them.
23. The Promoter will use its best endeavors to provide the Bonus 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.
24. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet Service Provider used.
25. 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.
26. 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.
27. 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.
28. 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 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 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 Gift.
29. 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 Gift.

30. 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: 0800 715030. Email: nzpromotions@samsung.com.
31. 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.
32. 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: 0800 715 5030 Email: nzpromotions@samsung.com.