

SAMSUNG GALAXY TAB 2 10.1 MAGSHOP PROMOTION TERMS AND CONDITIONS

1. Instructions on how to claim and the offer form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. This offer is not valid in conjunction with any other offer.
2. Claims are only open to Australian residents aged 18 years old or over. Employees (and their immediate families) of Samsung Electronics Australia Pty Ltd ABN 63 002 915 648 ("**Promoter**"), participating retailers and agencies associated with this promotion are ineligible to claim. In these Terms and Conditions "**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.
3. The promotion commences at 9:00 am AEST on 13 August 2012 and closes at 5:00 pm AEST on 28 February 2013, or such earlier time as the total number of valid claims submitted equals the number of Bonus Gifts (defined below) available (being 3,000), as shown on the Promoter's website counter (see clause 4, below), or such earlier or later time and date as determined by the Promoter in its sole discretion by notice thereof on the Promoter's website ("**Promotion Period**").
4. A counter on the Promoter's website (at www.samsung.com.au/promotions) will display the remaining number of respective Bonus Gifts available for redemption ("**Website Counter**"). The Website Counter will operate as follows:
 - a. the Website Counter will be updated daily, based on the number of valid claims submitted in accordance with the process outlined in clause 7 below; and
 - b. once the 3,000 limit for Bonus Gifts is reached, this will be indicated on the Website Counter and the Promotion Period will be terminated (unless extended to a later date as determined by the Promoter in its sole discretion by notice thereof on the Promoter's website).
5. To be eligible to claim, eligible claimants must purchase a Samsung Galaxy Tab 2 10.1 GT-P5100TSAVAU ("**Participating Product**") from any participating Australian Vodafone Hutchison Australia Pty Ltd ACN 76 096 304 620 retail store ("**Vodafone**") during the Promotion Period. For the purpose of these Terms and Conditions, "**purchase**" means payment in full of the Participating Product during the Promotion Period or the entry by a claimant into a mobile telephone connection plan with Vodafone linked to the Participating Product. For clarity, the definition of a Participating Product expressly excludes "C grade" or "seconds" products. The Promoter recommends that prior to purchase the customer verify that the retailer is authorised to participate in this promotion.
6. The promotion excludes participating products purchased through online bidding or auction websites (including www.ebay.com.au) or otherwise purchased through unauthorised retailers.

7. To claim, eligible claimants must, following the purchase of the Participating Product, follow the steps below carefully:
- (i) Download the “Magshop Application” (“**App**”) from the Samsung Apps application (which is already pre-loaded on the Participating Product) onto the Participating Product within twenty-one (21) days of purchasing the Participating Product. If an eligible claimant does not receive the Participating Product at the time of purchase, the eligible claimant must complete the steps outlined in this clause 7 within twenty-one (21) days of receiving the Participating Product. **Claimants are responsible for any internet connection, data download and usage charges which may apply.**
 - (ii) Once the App has been downloaded, claimants must open the App and select one of the thirteen (13) digital magazine titles available for a bonus six (6)-month subscription.
 - (iii) Once the claimant has selected the desired magazine product they wish to purchase, the claimant will then be prompted to log-in or register to Magshop in order to perform any transactions. If the claimant does not have an existing Magshop account, the claimant will be required to register a new account.
 - (iv) Once logged in or registered, the “Payment” screen will be displayed requiring the claimant to enter the single-use Vodafone Redemption Code into the optional ‘Redemption Code’ field presented in the user interface during the purchase process. The Vodafone Redemption Code is the last nine (9) digits of the Participating Product’s International Mobile Equipment Identity or “IMEI” number. 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. If the Vodafone Redemption Code is valid, the claimant will receive a receipt on-screen and a copy of the receipt will be sent to the claimant’s registered email address. Please note the Vodafone Redemption Code is single-use only and will be rejected by Magshop if a claimant attempts to re-use the Code.
 - (v) The purchased magazine title will be automatically downloaded onto the Participating Product and will be stored in the “My Mags” section of the App which can be accessed by the claimant.
8. The first three thousand (3,000) valid claims received by Magshop where the Participating Product has been purchased in accordance with these Terms and Conditions will be awarded the gift of a bonus six (6) month magazine subscription to one of thirteen (13) digital magazine titles available (defined below) with Magshop (“**Bonus Gift**”). Once the three thousand (3,000) limit is reached, this promotion will then be closed unless extended at the Promoter's absolute discretion, subject to any state regulatory authority. Purchases of Participating Products after termination of this promotion will not give rise to a valid claim. Prior to purchasing a Participating Product, the customer is advised to verify with the Vodafone retailer that the Bonus Gift offer is still available.
9. The Bonus Gift has a maximum value of between \$10.95 and \$39.95. The Bonus Gift value is correct as at 27 July 2012 and the Promoter accepts no responsibility for any variation in value. The Bonus Gift can be redeemed once the claimant has successfully completed the steps in clause 7 above.

10. The thirteen (13) digital magazine titles available are:
- 4X4;
 - Australian Dirt Bike;
 - APC;
 - Cleo;
 - Dolly;
 - Good Food;
 - Money;
 - Motor;
 - TechLife;
 - Recipes Plus;
 - Rolling Stone;
 - Street Machine; and
 - Wheels.
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 work) 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. Incomplete, indecipherable or illegible claims will be deemed invalid. Claimants are responsible for ensuring their correct contact and address details are provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should a claimant fail to receive their Bonus Gift because of a failure to notify the Promoter of the change to these details.
13. Only one (1) Bonus Gift redemption permitted per claimant.
14. The Promoter reserves the right to reclaim from any claimant and cancel the Bonus Gift redemption offer 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 regard to warranties on the Participating Product either from the manufacturer or implied by legislation.
15. If this offer 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 offer, as appropriate, and subject to any state regulatory authority.

16. Any cost associated with accessing Magshop's website for the purpose of registering a claim and accessing the App is the claimant's responsibility and is dependent on the internet service provider used. The Promoter makes no guarantee of the availability of its web services or any web services of any third parties and will not be held responsible for interruption of service that may interfere with the ability to participate in the offer.
17. The Promoter's decision is final and no correspondence will be entered into.
18. If the Bonus Gift is unavailable, the Promoter, in its discretion, reserves the right to substitute the Bonus Gift with a gift of the equal value and/or specification. This includes the right to transfer a magazine subscription to any equivalent period publication in the event ACP (the publisher of the magazines which form part of the Bonus Gift) ceases to publish or otherwise make available the magazine subscription originally redeemed by the claimant, subject to any state regulatory authority.
19. The Bonus Gift or other gift is not transferable or exchangeable and cannot be taken as cash.
20. Each Bonus Gift redemption will be subject to the standard terms applicable to subscriptions entered into via the App (available at <http://www.magshop.com.au/about/terms-and-conditions>). Any associated free gifts and tip-ons that may be available with physical retail copies are not provided with this Bonus Gift offer.
21. Subject to clause 22, the Promoter (including its officers, employees, suppliers 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 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 Bonus Gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of the Bonus Gift.
22. 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: (1) in the case of supply of goods, the Promoter doing any one or more of the following: (a) replacing the goods or supplying equivalent goods (b) repairing the goods (c) paying the cost of replacing the goods or of acquiring equivalent goods; and/or (d) paying the cost of having the goods repaired; or (2) in the case of supply of services, the Promoter doing either or both of the following; (a) supply the services again; and/or (b) paying the cost of having the services supplied again.
23. 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 subject to the Promoter's privacy policy, available at www.samsung.com.au.

24. All personal information provided in connection with a redemption of the Bonus Gift becomes the property of ACP Magazines Limited (ABN 18 053 273 546) (**ACP**). The collection, use and disclosure of personal information provided in connection with the redemption of the Bonus Gift is governed by the Privacy Notice of ACP.

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:

Phone: 136 116

Website: <http://www.acpmagazines.com.au/Digital/support.htm>
<http://www.magshop.com.au/about/contact-us>

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