

WIN A SAMSUNG GALAXY S5

TERMS AND CONDITIONS

1. Instructions on how to participate in the “**WIN A SAMSUNG GALAXY S5**” prize draw (**Competition**) and the Prize(s) (defined below) form part of these Terms and Conditions. Participation in this Competition is deemed acceptance of these Terms and Conditions. This offer is not valid in conjunction with any other offer or promotion.
2. For the purposes of these Terms and Conditions, location means the location at which the Competition is being held, being Samsung GS5 Experiential Pop Up Stand, First Fleet Park, Sydney, NSW, Australia (“**Location**”).
3. The Competition commences at 8:00 pm (AEDT) on 26 March 2014 and will close at 5:00 pm (AEDT) on 27 March 2014, (**Competition Period**).
4. To enter the Competition, entrants must, during the Competition Period:
 - (a) be an Australian resident with an Australian residential address, aged 18 years old or over and not an employee of the Promoter, of any participating agency associated with this Competition, or an immediate family member of the same (where “**immediate family member**” 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) visit the Location and sign up to the Promoter's database, including by providing the entrant's full name, address, email address and phone number, and consenting to receipt of further communications from the Promoter (“**Entry Form**”); and
 - (c) follow any other reasonable directions provided by Samsung representatives in relation to the entry process,(hereafter referred to as “**Eligible Claimants**”).
5. Eligible Claimants may enter this Competition once only.
6. Each Eligible Claimant will enter the draw to win a Samsung GALAXY S5 smartphone (model number G900IZKAXSA) RRP AUD\$929.00 (“**Prize**”). The Competition draw will take place at 10:00 am (AEST) on 7 April 2014 at Level 7, 120 Pacific Highway, St Leonards, NSW 2065, by a representative of the Promoter, Traffik Marketing Pty Ltd ABN 30 100 897 550 from the entries received from the Eligible Claimants (“**Draw**”).
7. The Eligible Claimant with the first valid entry drawn from the Draw will be the winner (“**Winner**”) and will be awarded the Prize. The Prize value is correct as at 21 March 2014 and the Promoter accepts no responsibility for any variation in Prize value.
8. If the Prize is unavailable, the Promoter, in its absolute discretion, reserves the right to substitute the Prize with a prize of equivalent or superior specification and value, subject to any written directions from a regulatory authority.
9. The Prize is not transferable or exchangeable and is not redeemable for cash.
10. The Winner will be notified in writing by email within two (2) days of completion of the Draw via the email address provided in the Entry Form at the time of signing up to the Promoter's database. The Winner will also be published on the Promoter's website (www.samsung.com.au) within ten (10) business days of completion of the Draw.
11. The Promoter will arrange and pay for delivery of the Prize within twenty eight (28) days of the Draw. The Prize will be delivered to the address provided by the Winner to the Promoter in response to the winner notification email. It is the responsibility of the Winner to provide

the correct mailing address and personal information in order to receive the Prize and to be available to receive the delivery as organised by the Promoter and notified to the Winner.

12. If the Winner cannot be contacted by email by 11:59 pm (AEST) on 7 May 2014, is not able to satisfy these Terms and Conditions, or forfeits or fails to accept their Prize by 11:59 pm (AEST) on 7 July 2014, then they will be deemed to have forfeited their entitlement to their Prize. In those circumstances, a redraw of the entries which were entered into the Draw will be held at 10.00 am (AEST) on 8 July 2014 by the Promoter's representative, Traffik Marketing Pty Ltd ABN 30 100 897 550, at their address, being Level 7, 120 Pacific Highway, St Leonards, NSW 2065. The winner of the second chance draw ("**Redraw Winner**") will be notified by email within two (2) days of the second chance draw via the email address nominated in the Entry Form. The name of the Redraw Winner will also be published on the Promoter's website (www.samsung.com.au) within ten (10) business days of completion of the second chance draw. The Promoter reserves the right to redraw a Prize from the second chance draw in the event that the Redraw Winner is not contactable, is not able to satisfy these Terms and Conditions, or forfeits or fails to accept their Prize within three (3) months of the second chance draw. These Terms and Conditions apply to a Redraw Winner as if they were a Winner.
13. The Prize does not include mobile network services or other ancillary costs associated with the Prize and it is the Winner's responsibility to obtain such ancillary services.
14. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
15. Incomplete entries will be deemed invalid. Entrants are responsible for ensuring their correct contact and email address details are provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should the Winner fail to receive their Prize, because of a failure to notify the Promoter of the change to these details.
16. The Promoter's decision is final and no correspondence will be entered into.
17. If this Competition 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, including but not limited to, technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Competition, as appropriate.
18. Subject to clause 19, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence) to the fullest extent permitted by law, 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 Competition, 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 entry or Prize 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 Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant; or (f) use of a Prize.
19. 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.

20. The Promoter collects personal information in order to conduct the Competition and may, for this purpose, disclose such information to third parties, including but not limited to, agents, contractors, service providers and, as required, to Australian regulatory authorities. 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 entrant. Entry is conditional upon providing this information. In addition, entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter. Entrants should direct any request to opt out, access, update or correct personal information to the Promoter through www.samsung.com.au. These Terms and Conditions are deemed to incorporate our privacy policy. All entries become the property of the Promoter. For further details see the Promoter's privacy policy at www.samsung.com.au.
21. 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: competition@traffik.com.au

Permit numbers: NSW **LTPS/14/02301**

