### Samsung Electronics New Zealand Limited

# ("Promoter") Promotion Terms and Conditions

THE SAMSUNG "2025 TV x Soundbar Cashback Promotion" ("Promotion")

#### **HOW TO CLAIM**

- 1. Terms referred to in this "How to Claim" section are defined in the Terms and Conditions of this Promotion. By participating in the Promotion, you agree to comply with these Terms and Conditions.
- 2. The Cashback is not available at the time of purchase of the Participating Product. Cashback amounts are different for each Participating Product (see Terms and Conditions for details). To claim a Cashback for a Participating Product, claimants must:
  - have purchased the corresponding Participating Product eligible for Cashback in one transaction from a Participating Retailer between 5<sup>th</sup> March 2025 to 15<sup>th</sup> April 2025.
  - visit http://www.samsung.com/nz/offer/
  - select the promotion banner that relates to the Promotion;
  - register their claim before 15<sup>th</sup> July 2025 (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:
    - o the claimant's full name and day time phone number;
    - the invoice details confirming Participating Product purchased, serial number, store/branch that the product was purchased from;
    - o date of purchase and purchased store (i.e., Participating Store);
    - o the claimant's bank account number;
    - o Upload a copy of the proof of purchase and a photo of the serial numbers.
- 3. The Cashback will be applied directly to the claimant's bank account, please allow up to 30 working days for your Cashback to appear.
- 4. All required documentation must be sent and received by the Promoter within fourteen (14) days from the date of purchase of a Participating Product for the claim to be valid. The claim request period closes on 15<sup>th</sup> July 2025. A completed claim requires evidence of purchase and the serial number of the Participating Product, which is obtained when the product is delivered. No outstanding claims will be accepted by the Promoter after 15<sup>th</sup> October 2025.
- 5. If the serial number and the proof of purchase do not match the details submitted by the claimant, the claim will be deemed invalid and will result in an ineligible claim. The eligible Claimant will not be entitled to receive the allocated Cashback until the Promoter has received the required documentation and verified the claim.
- 6. The Promoter reserves the right to reclaim from any claimant, the relevant Cashback; 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 a Participating Product either from the manufacturer or implied by legislation.

### For the purposes of these Terms and Conditions:

"Cashback" means the respective Cashback amounts for Participating Soundbar Products listed in Table 1

"Claimant" means an individual that has met the Eligibility Criteria;

"Eligibility Criteria" means these Terms and Conditions;

"Participating Product" means the Samsung products identified below in Table 1 and Table 2;

## "Participating Retailers" means the following retailer:

- Harvey Norman
- Noel Leeming
- ACL
- Smith City
- Heathcotes
- PB Tech
- JB Hi Fi
- Samsung.com

"Promoter" means Samsung Electronics New Zealand Limited, a New Zealand registered company with its registered office at 24 The Warehouse Way, Northcote, Auckland 0627;

"Promotion" means the promotion for Claimant(s) to qualify for corresponding Cashback for orders or purchases of Participating Products paid in full.

"Promotional Period" means the period 9:00am on 5<sup>th</sup> March 2025 until 9:00pm on 15<sup>th</sup> April 2025; and

"Terms and Conditions" means the terms and conditions contained in this document; and

## **PARTICIPATING PRODUCTS**

Table 1 below sets out the Participating Soundbar Products eligible for the Promotion and the corresponding cashback amount (all \$ amounts in NZD):

Qualifying Soundbar Models	Cashback Value
HW-LS60D/XY	\$ 100.00
HW-Q700D/XY	\$ 100.00
HW-Q800D/XY	\$ 150.00
HW-Q930D/XY	\$ 200.00
HW-Q990D/XY	\$ 300.00
HW-S700D/XY	\$ 100.00
HW-S701D/XY	\$ 100.00
HW-S800D/XY	\$ 150.00
HW-S801D/XY	\$ 150.00

Table 2 sets out the Participating TV products eligible for the promotion. To claim the above cashback, the selected Soundbar must be purchased in the same transaction as one of the following TV models:

Qualifying TV Models				
QA43LS03DASXNZ	QA55QN90DASXNZ	QA75Q60DASXNZ	QA85QN900DSXNZ	
QA43Q60DASXNZ	QA55S90DASXNZ	QA75Q70DASXNZ	QA85QN90DASXNZ	
QA43QN90DASXNZ	QA55S95DASXNZ	QA75QE1DASXNZ	QA98Q80CASXNZ	
QA48S90DAEXNZ	QA65LS03DASXNZ	QA75QN85DBSXNZ	QA98QN90DASXNZ	
QA50LS03DASXNZ	QA65Q60DASXNZ	QA75QN900DSXNZ	UA43DU8000SXNZ	
QA50Q60DASXNZ	QA65Q70DASXNZ	QA75QN90DASXNZ	UA50DU8000SXNZ	
QA50QE1DASXNZ	QA65Q80DASXNZ	QA77S90DAEXNZ	UA55DU8000SXNZ	
QA50QN90DASXNZ	QA65QE1DASXNZ	QA77S95DASXNZ	UA65DU8000SXNZ	
QA55LS03DASXNZ	QA65QN85DBSXNZ	QA83S90DAEXNZ	UA75DU8000SXNZ	
QA55Q60DASXNZ	QA65QN900DSXNZ	QA85LS03DASXNZ	UA85DU8000SXNZ	
QA55Q70DASXNZ	QA65QN90DASXNZ	QA85Q60DASXNZ	UA98DU9000SXNZ	
QA55Q80DASXNZ	QA65S90DASXNZ	QA85Q70DASXNZ		
QA55QE1DASXNZ	QA65S95DASXNZ	QA85QE1DASXNZ		
QA55QN85DBSXNZ	QA75LS03DASXNZ	QA85QN85DBSXNZ		

- 1. Instructions on how to claim the Cashback form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
- 2. 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 Retailer(s), and agencies associated with this Promotion are ineligible to claim.
- 3. This Promotion is open to New Zealand residents who have purchased a Participating Product from a Participating Retailer during the Promotional Period in a single transaction.
- 4. Claimants must purchase one Participating Soundbar Product and one Participating TV product from a Participating Retailer no later than 15<sup>th</sup> April 2025, and complete the online redemption form with requested information before 15<sup>th</sup> July 2025 to complete the claim. The claim request period closes on 15<sup>th</sup> July 2025 and no claim requests will be accepted after this date. A completed claim requires evidence of purchase and the serial number of the product, which is obtained when the Participating Product is delivered.
- 5. Total Cashback amount will vary depending on Participating Product(s) purchased.
- 6. The Cashback is not transferable or exchangeable.
- 7. The return or refund of any Participating Product shall also oblige the claimant to return the Cashback. The claimant agrees to be liable for all costs, including but not limited to debt recovery, if the Cashback is not returned with any returned or refunded Participating Product.

# **GENERAL TERMS AND CONDITIONS**

- 7. 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.
- 8. 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.
- 9. 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 of Cashback.
- 10. In the event of any disputes in relation to entries online and identification of the person making the claim by email the Promoter reserves the right to award the redemption to the email account holder.
- 11. The Promoter's decision is final and no correspondence will be entered into.
- 12. All claimants may be required to first sign acceptance of these terms and conditions before any Cashback is provided to them.
- 13. The Promoter will use its best endeavors to provide the Cashback listed. If any of the Cashback are unavailable for whatever reason, the Promoter reserves the right to substitute that Cashback for another item of an equivalent value.
- 14. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet Service Provider used.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. 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 Cashback 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 Cashback value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of the relevant Cashback.
- 19. 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 Cashback.
- 20. 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, the Participating Retailers or any of the

Promoter's 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 will not retain personal information for longer than is necessary for the purpose for which it was collected, unless otherwise required by applicable law. This means that personal information will be destroyed or erased from the Promoter's system when it is no longer required. 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: privacy.nz@samsung.com.

- 21. 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.
- 22. 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.