## Samsung Electronics New Zealand Limited ("Promoter")

## Samsung External Value Program (EPP) External Partner Store Promotion Terms and Conditions

## Buy a selected Samsung product to receive a Bonus Gift

("External Value Program (EPP) Promotion")

1. Subject to the terms and conditions set out below, all orders or purchases paid in full by an Eligible Claimant between 12:00pm on 9<sup>th</sup> October 2024 and 11:00am on 24<sup>th</sup> October 2024 or while stocks last ("Promotional Period") from the Promoter's External Value Program (from the Promoter's online EPP site) of the products set out in Table 1 below "Participating Products" qualify for the applicable bonus (the "Bonus Gift"):

Table 1

Participating Product	Bonus (if any)
Galaxy Z Fold 6	
	A trade-in boost of \$250 that can be applied towards the Participating
SM-F956BDBDXNZ	Product when you trade-in an eligible device (see further information on
SM-F956BLIDXNZ	trade in terms and conditions in footnote 1) <sup>1</sup>
SM-F956BZSDXNZ	
SM-F956BDBGXNZ	and
SM-F956BLIGXNZ	
SM-F956BZSGXNZ	Fold6 Silicone Case (select from EF-MF956TJEGWW or
SM-F956BDBHXNZ	EF-MF956TWEGWW) at the Promoter's online EPP site at the time of
SM-F956BLIHXNZ	purchasing the Participating Product
SM-F956BZSHXNZ	
SM-F956BAKDXNZ	
SM-F956BZWDXNZ	
SM-F956BAKGXNZ	
SM-F956BZWGXNZ	
SM-F956BAKHXNZ	
SM-F956BZWHXNZ	
Galaxy Z Flip 6 256GB	
	A trade-in boost of \$150 that can be applied towards the Participating
SM-F741BLBAXNZ	Product when you trade-in an eligible device (see further information on
SM-F741BZSAXNZ	trade in terms and conditions in footnote $1)^1$
SM-F741BLGAXNZ	
SM-F741BZYAXNZ	and
SM-F741BLBEXNZ	
SM-F741BZSEXNZ	
SM-F741BLGEXNZ	

 $<sup>^1 \, [</sup>https://images.samsung.com/is/content/samsung/assets/nz/samsung-instant-trade-intncs/samsung_instant\_trade_in\_tncs_070723\_002.pdf]$ 

SM-F741BZYEXNZ	Flipsuit card (select from GP-TOF741HIBBW or GP-TOF741SBAYW or GP-
SM-F741BAKAXNZ	TOF741SBCLW or GP-TOF741SBCOW or GP-TOF741SBCRW or GP-
SM-F741BZWAXNZ	TOF741HIAWW) at the Promoter's online EPP site at the time of purchasing
SM-F741BZOAXNZ	the Participating Product
SM-F741BAKEXNZ	
SM-F741BZWEXNZ SM-F741BZOEXNZ	and
SIVI-I 741BZOLXIVZ	
	Flipsuit Case (EF-ZF741CWEGWW) at the Promoter's online EPP site at the
	time of purchasing the Participating Product
Galaxy Z Flip 5	
	A trade-in boost of \$150 that can be applied towards the Participating
SM-F731BZAAXNZ	Product when you trade-in an eligible device (see further information on
SM-F731BLGAXNZ	trade in terms and conditions in footnote 1) <sup>1</sup>
SM-F731BLIAXNZ	and .
SM-F731BZEAXNZ	and
SM-F731BZBAXNZ	Z Flip5 Front Protection Film (EF-UF731CTEGWW) at the Promoter's online
SM-F731BZGAXNZ	EPP site at the time of purchasing the Participating Product
SM-F731BZYAXNZ	Livisite at the time of parchasing the randipating rioduct
SM-F731BLGEXNZ	and
SM-F731BLIEXNZ	und
SM-F731BZAEXNZ	Flipsuit Case (EF-ZF731CTEGWW) at the Promoter's online EPP site at the
SM-F731BZEEXNZ	time of purchasing the Participating Product
SM-F731BZBEXNZ	time or paronasing the ratherpating research
SM-F731BZGEXNZ	
SM-F731BZYEXNZ	
Galaxy Z Fold5 256GB and	
512GB	
	A trade-in boost of \$200 that can be applied towards the Participating
SM-F946BZKDXNZ	Product when you trade-in an eligible device (see further information on
SM-F946BLBDXNZ	trade in terms and conditions in footnote 1) <sup>1</sup>
SM-F946BZEDXNZ	
SM-F946BZUDXNZ	and
SM-F946BLBGXNZ	
SM-F946BZEGXNZ	Z Fold5 Front Protection Film (EF-UF946CTEGWW) at the Promoter's online
SM-F946BZKGXNZ	EPP site at the time of purchasing the Participating Product
SM-F946BZUGXNZ	and
SM-F946BZBGXNZ	allu
SIVI-I SHUDZDUNINZ	Z Fold5 Clear Gadget Case (EF-XF946CTEGWW) at the Promoter's online EPP
	site at the time of purchasing the Participating Product
Galaxy S24	A trade-in boost of \$100 that can be applied towards the Participating
	Product when you trade-in an eligible device (see further information on
SM-S921BLGCXNZ	trade in terms and conditions in footnote $1)^1$
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SM-S921BZOCXNZ	
SM-S921BLBCXNZ	and
SM-S921BZACXNZ	Carroon Prostanton (FE UCO21CTFCM/M/) at the Dramaton's puline FDD site at
SM-S921BZKCXNZ	Screen Protector (EF-US921CTEGWW) at the Promoter's online EPP site at the time of purchasing the Participating Product
SM-S921BZVCXNZ	the time of purchasing the raiticipating Froduct
SM-S921BZYCXNZ	and
SM-S921BLGQXNZ	
SM-S921BZOQXNZ	Case (EF-PS921TEEGWW) at the Promoter's online EPP site at the time of
SM-S921BLBQXNZ	purchasing the Participating Product
SM-S921BZAQXNZ	
SM-S921BZKQXNZ	
SM-S921BZVQXNZ	
SM-S921BZYQXNZ	
Galaxy S24+	
SM-S926BLGBXNZ	A trade-in boost of \$100 that can be applied towards the Participating
SM-S926BZOBXNZ	Product when you trade-in an eligible device (see further information on
SM-S926BLBBXNZ	trade in terms and conditions in footnote 1) <sup>1</sup>
SM-S926BZABXNZ	
SM-S926BZKBXNZ	and
SM-S926BZVBXNZ	Carean Protector (FF UCO2CCTFCM/M/) at the Drawater's puline FDD site at
SM-S926BZYBXNZ	Screen Protector (EF-US926CTEGWW) at the Promoter's online EPP site at the time of purchasing the Participating Product
SM-S926BLGCXNZ	the time of parchasing the ratherpating Froduct
SM-S926BZOCXNZ	and
SM-S926BLBCXNZ	
SM-S926BZACXNZ	Case (EF-PS926TEEGWW) at the Promoter's online EPP site at the time of
SM-S926BZKCXNZ	purchasing the Participating Product
SM-S926BZVCXNZ	
SM-S926BZYCXNZ	
Galaxy S24 Ultra	A trade-in boost of \$150 that can be applied towards the Participating
	Product when you trade-in an eligible device (see further information on
SM-S928BLGCXNZ	trade in terms and conditions in footnote 1) <sup>1</sup>
SM-S928BZOCXNZ	
SM-S928BLBCXNZ	and
SM-S928BZKCXNZ	Screen Protector (EE USO29CTECMAN) at the Protector's pulling EDD site at
SM-S928BZTCXNZ	Screen Protector (EF-US928CTEGWW) at the Promoter's online EPP site at the time of purchasing the Participating Product
SM-S928BZVCXNZ	the time of parchasing the ratherpating Froduct
SM-S928BZYCXNZ	and
SM-S928BLGQXNZ	
SM-S928BZOQXNZ	Case (EF-PS928TEEGWW) at the Promoter's online EPP site at the time of
SM-S928BLBQXNZ	purchasing the Participating Product

SM-S928BZKQXNZ	
SM-S928BZTQXNZ	
SM-S928BZVQXNZ	
SM-S928BZYQXNZ	
Galaxy Tab S6 Lite	A trade-in boost of \$100 that can be applied towards the Participating
•	Product when you trade-in an eligible device (see further information on
SM-P625NZAAXNZ	trade in terms and conditions in footnote 1) <sup>1</sup>
SM-P620NZAEXNZ	
SM-P620NZAAXNZ	and
	Book Cover (EF-BP610PJEGWW) at the Promoter's online EPP site at the
	time of purchasing the Participating Product
Galaxy Buds3 Pro	Buds Case (Select from GP-FPR630SBGPW or GP-FPR630SBDTW or GP-FPR6
	FPR630SBKPW or GP-FPR630SBFBW or GP-FPR630SBLCW) at the Promoter's
SM-R630NZAAASA	online EPP site at the time of purchasing the Participating Product
SM-R630NZWAASA	
Galaxy Buds3	
SM-R630NZAAASA	Buds Case (Select from GP-FPR630SBGPW or GP-FPR630SBDTW or GP-
SM-R630NZWAASA	FPR630SBKPW or GP-FPR630SBFBW or GP-FPR630SBLCW) at the Promoter's
SM-R530NZAAASA	online EPP site at the time of purchasing the Participating Product
SM-R530NZWAASA	
Galaxy Watch Ultra	A trade-in boost of \$100 that can be applied towards the Participating
	Product when you trade-in an eligible device (see further information on
SM-L705FDAAXNZ	trade in terms and conditions in footnote 1) <sup>1</sup>
SM-L705FZTAXNZ	
SM-L705FZWAXNZ	and
	Watch Band (select from ET-SNL70MBEGWW or ET-SNL70MOEGWW or ET-
	SNL70MWEGWW or ET-SBL70MBEGWW or ET-
	SBL70MWEGWW or ET-SVL70MBEGWW or ET-SVL70MOEGWW or ET-
	SVL70MWEGWW) at the Promoter's online EPP site at the time of
Colour Wetch 7	purchasing the Participating Product  A trade-in boost of \$50 that can be applied towards the Participating
Galaxy Watch 7	Product when you trade-in an eligible device (see further information on
CNA LOAFEZ CAVALZ	trade in terms and conditions in footnote 1) <sup>1</sup>
SM-L315FZGAXNZ	dade in terms and conditions in foothote 17
SM-L315FZSAXNZ	and
SM-L305FZGAXNZ	
SM-L305FZEAXNZ	Watch Band (select from ET-SVL30SWEGWW or ET-SNL31LBEGWW or ET-
SM-L310NZGAXNZ	SNL31LKEGWW or ET-SNL31LSEGWW or ET-SNL31LWEGWW or ET-
SM-L310NZSAXNZ	SNL30SBEGWW or ET-SNL30SKEGWW or ET-SNL30SOEGWW or ET-

SM-L300NZGAXNZ	SNL30SSEGWW or ET-SNL30SWEGWW) at the Promoter's online EPP site at
SM-L300NZEAXNZ	the time of purchasing the Participating Product
Galaxy Watch FE	A trade-in boost of \$50 that can be applied towards the Participating
	Product when you trade-in an eligible device (see further information on
SM-R861NZKAXNZ	trade in terms and conditions in footnote 1) <sup>1</sup>
SM-R861NIDAXNZ	
SM-R861NZSAXNZ	and
	Watch Band (select from ET-SVL30SWEGWW or ET-SNL31LBEGWW or ET-
	SNL31LKEGWW or ET-SNL31LSEGWW or ET-SNL31LWEGWW or ET-
	SNL30SBEGWW or ET-SNL30SKEGWW or ET-SNL30SOEGWW or ET-
	SNL30SSEGWW or ET-SNL30SWEGWW) at the Promoter's online EPP site at
	the time of purchasing the Participating Product

- 2. Participation in this Samsung External Value Program (EPP) Promotion is deemed acceptance of these Terms and Conditions.
- 3. The Samsung External Value Program (EPP) Promotion is only available 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 are ineligible to claim. Purchases for commercial purposes, for use in trade or for or on behalf of a business, will be ineligible for the Samsung External Value Program (EPP) Promotion. Claimants that meet all of these criteria will be considered an "Eligible Claimant".
- 4. Eligible Claimants are entitled to the Samsung External Value Program (EPP) Promotion on the following terms and conditions:
  - a. All purchases must be made with New Zealand details, including a New Zealand credit card and a New Zealand delivery address; and
  - b. All Eligible Claimants must provide a valid email, physical address, and phone number.
- 5. The Samsung External Value Program (EPP) Promotion is not available in conjunction with any other offer including discounts or vouchers for purchase at the Samsung External Value Program (EPP).
- 6. If the Bonus Gift, or any part of the Bonus Gift, is not available for any reason, the Bonus Gift may be substituted at the discretion of the Promoter for another or equal or greater value.

- 7. Fulfilment of any Participating Product will be processed as per normal lead times as and when the Promoter is able to supply stock. The Promoter will try to fulfil the orders as quickly as possible.
- 8. The Bonus Gift is not transferable, exchangeable and cannot be redeemed for cash.
- 9. The return or refund of any Participating Product shall also oblige the claimant to return the Bonus Gift. The claimant agrees to be liable for all costs, including but not limited to debt recovery, if the Bonus Gift is not returned with any returned or refunded Participating Product.

## **GENERAL TERMS AND CONDITIONS**

- 10. 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 Promotion process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 11. The Promoter's decision is final and no correspondence will be entered into.
- 12. 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 Samsung External Value Program (EPP) Promotion.
- 13. The Promoter accepts no responsibility for any tax liability incurred as a result of a claimant participating in the Samsung External Value Program (EPP) Promotion. Claimants should obtain independent tax and financial advice.
- 14. 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 any bonuses, 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 that the original purchase documentation or relevant Samsung External Value Program (EPP) Promotion 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 Samsung External Value Program (EPP) Promotion value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of the relevant Samsung External Value Program (EPP) Promotion.

- 15. 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 product or relevant Samsung External Value Program (EPP) Promotion.
- 16. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, agents, contractors, service providers, suppliers and as required, to New Zealand regulatory authorities. Validity of a claim is conditional on providing this information. The Promoter may, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the claimant. 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. Claimants should direct any request to access, update or correct information to the Promoter at: Samsung Electronics, New Zealand branch office, 24 The Warehouse Way, Northcote, Auckland 0627 or any other address as notified on the Promoter's website: www.samsung.com/nz. Telephone: 0800 726 786. Email: privacy.nz@samsung.com.
- 17. The Promoter, in its sole discretion, reserves the right to cancel, suspend, terminate or modify the promotion or any part of the promotion for any reason, including but not limited to 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: <a href="https://www.samsung.com/nz">www.samsung.com/nz</a>
- 18. The Promoter is Samsung Electronics New Zealand Limited, 24 The Warehouse Way, Northcote, Auckland 0627. Administration of the Samsung External Value Program (EPP) 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 726 786. Email: <a href="mailto:estorenz@samsung.com">estorenz@samsung.com</a>