

## SAMSUNG GEAR S3 COMPETITION TERMS AND CONDITIONS

1. Instructions on how to enter form part of these terms and conditions ("**Terms and Conditions**"). Participation in this "Samsung Gear S3 Competition" is deemed acceptance of these Terms and Conditions. This competition is not valid in conjunction with any other offer.
2. The promoter is Dan Moore, 198 Kiora Rd, Yowie Bay 2228, Sydney ("**Promoter**") in conjunction with 1000heads, Suite 8/26a Lime Street, Sydney, NSW, 2000 ("**1000heads**").
3. The Promotion commences at **12:00** (AEDT) on **20/02/2017** and closes at **12:00** (AEDT) on **27/02/2017** ("**Promotional Period**").

### Definitions

4. For the purpose of these Terms and Conditions:
  - a) "**Business Day**" means a day which is not a Saturday, Sunday or public holiday in New South Wales.
  - b) "**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.
  - c) "**YouTube**" means the digital video hosting and communication platform owned by Google, accessible via the website "[www.youtube.com](http://www.youtube.com)".
  - d) "**YouTube Account**" means an account established and maintained on YouTube.
  - e) "**Prize**" means a Samsung Gear S3, Classic model valued at RRP \$598.99 AUD.
  - f) "**Promoter's YouTube Account**" means the YouTube Account accessible via the website: "[www.youtube.com/danandmoore](http://www.youtube.com/danandmoore)".

### Privacy

5. Validity of an entry is conditional on providing this information. Samsung 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 an entrant. Entrants acknowledge that the information they provide will be collected by or on behalf of Samsung and may be disclosed to other group companies and to third parties that help Samsung deliver its products and services (including suppliers, contractors, dealers, agents and business partners) or as required by law. Some of these parties may be located outside of Australia, including in Singapore, Korea and the Philippines. Entrants acknowledge that by giving consent to the disclosure of his/her personal information to the overseas recipients, Samsung will not have an obligation to take reasonable steps to ensure that these overseas recipients do not breach Australian privacy law in relation to that information. In particular, the entrant acknowledges that in providing their consent, Samsung will not be accountable under the *Privacy Act 1988* (Cth) and the entrant will not be able to seek redress under the *Privacy Act 1988* (Cth). However, where practicable in the circumstances, Samsung will take reasonable steps to ensure that overseas recipients use and disclose such information in a manner consistent with Samsung's privacy policy. Entrants should direct any request to access, update or correct information to Samsung's Privacy Officer at the details provided below. These Terms and Conditions are deemed to incorporate Samsung's privacy policy and by entering the Promotion (whether or not as an Eligible Entrant), each entrant accepts the terms and conditions of Samsung's privacy policy. For further details see [www.samsung.com/au/info/privacy.html](http://www.samsung.com/au/info/privacy.html).

### Eligibility and entries

6. To be eligible to enter the Promotion, each entrant must:
- a) be aged 13 years or over (subject to clause 7)
  - b) not be an employee of the Promoter or Samsung or of any participating agency associated with this Promotion, or an immediate family member of the same, or a business, club, organisation, association, company or trust;
  - c) hold a YouTube Account in their personal capacity;
  - d) visit and Subscribe to the "danandmoore" channel
  - e) respond to the post ("**Question**"):  

"If you could make a smart watch do anything... which features would you add to it?"
  - f) the entrant's response to the Question must at all times be non-offensive, appropriate and consist of the entrant's own words that do not include any third party intellectual property or for which moral rights are not attributable to any third party ("**Response**"); and,
  - g) follow any other reasonable directions provided by the Promoter in relation to the Promotion.

(each eligible entry an "**Entry**" and each eligible entrant an "**Eligible Entrant**").

7. An entrant aged under 18 years is not an Eligible Entrant unless their parent/s or legal guardian/s have first read and agreed to these Terms and Conditions (including, without limitation, the privacy provisions in clause 5) and consent to them entering the Promotion. The Promoter may request this consent in writing at any time as part of administering the Promotion and determining if an entrant is an Eligible Entrant.
8. Each Eligible Entrant is permitted to lodge only one (1) Entry, as determined by the Promoter using information available to the Promoter through the Promoter's Facebook Account. If an Eligible Entrant submits more than one (1) Entry (whether deliberately or mistakenly), that Eligible Entrant's first Entry will apply and any additional Entry will be void. The Promoter may, in its absolute discretion, ignore any Entry which it deems to be offensive or inappropriate, or not otherwise made in accordance with these Terms and Conditions.
9. The time of each Entry will, in each case, be the time that each Entry is successfully uploaded and appears as a notification to the Promoter on the Promoter's YouTube Account. The Promoter accepts no responsibility for any late, lost or misdirected Entries due to technical disruptions, network congestion or for any other reason.
10. All Entries will be reviewed by no later than 13:00 (AEDT) on 27/02/2017 by the Promoter and/or an agency commissioned by the Promoter. The Eligible Entrant who is judged to have submitted the best Response based on creative merit, originality, adherence to the word limit and adherence to these Terms and Conditions, as determined by the panel of judges in its absolute discretion, will win the Prize (the "**Winner**").
11. By no later than 13:00 (AEDT) on 28/02/2017, the Winner will be contacted by a comment to their winning entry on the post "Question", and may be required to provide further information, including the Winner's delivery address, and in the Promoter's absolute discretion, proof of identity. At any time during communication with the Winner, the Promoter may reasonably request further contact information and proof of identity.
12. The Promoter's decision is final and no correspondence will be entered into.
13. If a Winner is not contactable, fails to respond to the comment on their post on their Facebook Account sent from the Promoter to the Winner by 12:00 (AEDT) on 06/03/2017, is unable to satisfy these Terms and Conditions, or forfeits or fails to accept their Prize by 12:00 (AEDT) on

06/03/2017, then the Winner will be deemed to have forfeited their entitlement to the Prize. In those circumstances, a panel of judges comprising employees of the Promoter and/or an agency commissioned by the Promoter will, in its absolute discretion, select the next best Response submitted as part of an Entry to win the forfeited Prize ("**Second Chance Winner**").

14. A Second Chance Winner will be contacted in the same manner as a Winner. If a Second Chance Winner is not contactable, is unable to satisfy these Terms and Conditions, or forfeits or fails to accept the Prize within five (5) Business Days after being sent a post to their Facebook Account advising them that they are the winner, then they will be deemed to have forfeited the Prize. These Terms and Conditions apply to a Second Chance Winner as if they were a Winner.
15. The Prize will be sent to the nominated address of the Winner or Second Chance Winner (if any).
16. The total Prize value is \$598.99 AUD. The Prize value is correct on 7<sup>th</sup> of February 2017 and the Promoter accepts no responsibility for any variation in Prize value.
17. If a Prize is unavailable for any reason, the Promoter in its discretion, reserves the right to substitute the Prize with a prize of equal value and/or specification.
18. Each Prize is not transferable or exchangeable and is not redeemable for cash. The Winner (or Second Chance Winner) is responsible for all ancillary costs associated with their Prize, including but not limited to costs in connection with accessories, network services of any description, data charges or installation costs.
19. The Promoter reserves the right, at any time, to verify the validity of an entrant (including an entrant's identity and place of residence) and to disqualify any entrant who does not comply with these Terms and Conditions, who tampers with the entry process or who is not otherwise an Eligible Entrant. Failure by the Promoter to enforce any of its rights at any time does not constitute a waiver of those rights.
20. If this Promotion 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 entrant or Eligible Entrant; or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.
21. Subject to clause 22, 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 Promotion, 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) a Prize being late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter; (d) any variation in Prize value; (e) any tax liability incurred by an entrant; or (f) use or non-use of a Prize.
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 these 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 (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. This Promotion is in no way sponsored, endorsed, administered by, or associated with, YouTube. By participating in this Promotion, Eligible Entrants are providing information to the Promoter and not to Facebook, Inc.
24. These Terms and Conditions are governed by the laws of New South Wales. Eligible Entrants submit to the non-exclusive jurisdiction of New South Wales.

**Promotion support is available at:**

E: tom@samsung-experiences.com

Ashleigh Devine 17/2/17 4:57 PM

**Comment [1]:** Replace with You Tube if it's going to be promoted on You Tube. Also add Samsung