

S20 FE Colour Competition Giveaway ("Promotion") Terms & Conditions ("Conditions of Entry")

Schedule				
Promotion:	S20 FE Colour Competition			
Promoter:	Samsung Electronics Australia ABN 63 002 915 648, 3 Murray Rose Avenue, Sydney Olympic Park, NSW 2127, Australia. Phone: 1300 362 603			
Promotional Period:	Start Date: 09/10/20 at 10.00am AEST End Date: 16/10/20at 17.00 pm AEST			
Eligible Entrants:	Entry is only open to Australian residents: <ol style="list-style-type: none"> a) who are 18 years and over; or b) Have the permission of their parent or guardian who are 18 years and over to participate in the Promotion. 			
Related Tweets:	The Related Tweets display a member of the BTS group holding one Samsung Galaxy S20 FE device with the hashtag #GalaxyxBTS and are published by the Promoter using the Twitter account @samsungau.			
How to Enter:	To enter the Promotion, the Eligible Entrant must, during the Promotional Period: <ol style="list-style-type: none"> 1. Creatively reply using their own personal Twitter account to any of the related tweets (Creative Response); and 2. In their Creative Response use the hashtag #GalaxyxBTS and display why they love the specific colour of the Samsung Galaxy S20 FE device which the BTS member has chosen in the related tweet (Promotional Question). <p>The Creative Response can include, but is not limited to, emojis, pictures, or words in order to demonstrate creativity.</p> <p>The winner will then be decided at the discretion of the Promoter in accordance with these Conditions of Entry.</p>			
Entries permitted:	Entrants may enter multiple times provided each Creative Response is submitted separately in accordance with these Conditions of Entry. Each Creative Response must contain a different answer to the Promotional Question. The Eligible Entrant is eligible to win a maximum of one (1) Prize. The Eligible Entrant will only be entitled to win the device colour that appears in the Related Tweet to which they respond. By providing a Creative Response in accordance with these Conditions of Entry, the Eligible Entrant will receive one (1) entry.			
Total Prize Pool:	AUD \$8,043			
Prize				
Prize Description	Number of this prize	Value (per prize)	Winning Method	Conditions
Prize 1: 128GB Galaxy S20 FE 5G in Cloud Navy (SM-G781BZBIATS)	1	RRP AUD \$ 1149	Judging	The Prize will be delivered by mail.
Prize 2: 128GB Galaxy S20 FE 5G in Cloud Lavender (SM-G781BLVIATS)	2	RRP AUD \$ 1149	Judging	The Prize will be delivered by mail.
Prize 3: 128GB Galaxy S20 FE 5G in Cloud Mint (SM-G781BZGIATS)	1	RRP AUD \$ 1149	Judging	The Prize will be delivered by mail.
Prize 4: 128GB Galaxy S20 FE 5G in Cloud Red (SM-G781BZRIATS)	1	RRP AUD \$ 1149	Judging	The Prize will be delivered by mail.
Prize 5: 128GB Galaxy S20 FE 5G in Cloud White (SM-G781BZWIATS)	1	RRP AUD \$ 1149	Judging	The Prize will be delivered by mail.
Prize 6: 128GB Galaxy S20 FE 5G in Cloud Orange (SM-G781BZOIATS)	1	RRP AUD \$ 1149	Judging	The Prize will be delivered by mail.
*The Prize list shown above is not displayed in the order that the Prizes will be awarded to each winner.				
Winner notification:	The winners will be contacted by the Promoter via their Twitter account within fourteen (14) days of the Judging.			

Unclaimed Prizes:	In the event of an unclaimed Prize, the Promoter may at its discretion assign the Prize to the entry judged the next best entry, conduct a further judging to award the Prize, or withdraw the Prize un-awarded. The Promoter is under no obligation to award any unclaimed Prize.
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1. The Eligible Entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter of the Response and not at the time of publication on the Twitter platform. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and the immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "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 1st cousin.
5. Judging:
 - a) The winners will be determined by representatives of the Promoter. Each entry will be judged on the basis of the individual creative merit of the Response provided to the Promotional Question.
 - i) The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
 - ii) The winners will be determined by skill. Chance plays no part in determining the winners. The judges' decision is final and binding and no correspondence will be entered into.
 - iii) The Prize will be awarded in the device colour that matches the correct Winning Colour that the winner included in their Response.
6. All reasonable attempts will be made to contact each winner.
7. If any winner chooses not to take their Prize (or is unable to), or does not take or claim a Prize within 72 hours from being contacted by the Promoter, or is unavailable or unable to be contacted, they forfeit the Prize and the Promoter is not obliged to substitute the Prize.
8. The Promoter will endeavor to deliver Prizes to the winners' nominated addresses within 60 days. Please note that there may be some delays as a result of COVID-19 restrictions.
9. Entry and continued participation in the Promotion is dependent on the Eligible Entrant following and acting in accordance with the Twitter Rules (<https://support.twitter.com/articles/18311-the-twitter-rules>). This Promotion adheres to the terms and conditions set out in the Twitter Rules and Policies (https://support.twitter.com/groups/56-policies-violations#topic_236), Search Best Practices (<https://support.twitter.com/articles/42646-twitter-search-best-practices>) and Guidelines for Contests (<https://support.twitter.com/articles/68877-guidelines-for-contests-on-twitter>). Any questions or comments regarding the Promotion must be directed to the Promoter, not to Twitter. The Eligible Entrant releases Twitter and its associated companies from all liabilities arising in respect of the Promotion. Eligible Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with Twitter.
10. The value of the Prizes is accurate and based upon the recommended retail value of the Prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the Prizes after that date.
11. No part of a Prize is exchangeable, redeemable for cash or any other Prize or transferable, unless otherwise specified in writing by the Promoter.
12. If a Prize (or portion of a Prize) is unavailable the Promoter reserves the right to substitute the Prize (or that portion of the prize) to a Prize of equal or greater value and/or specification.

13. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the Eligible Entrant to access the website or social media platform of entry via their Internet service provider.
14. If there is a dispute as to the identity of an Eligible Entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant or winner.
15. Eligible Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the Eligible Entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at <http://www.samsung.com/au/info/privacy.html>. The Promoter's privacy policy contains information about how the Eligible Entrant may access, update and seek correction of the personal information the Promoter holds about them and how the Eligible Entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about Eligible Entrants to enable them to participate in this Promotion and may disclose the Eligible Entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. If the Eligible Entrant does not provide their personal information as requested, they may be ineligible to enter or claim a Prize in the Promotion. The Promoter may transfer Eligible Entrants' personal information to countries specified in the Promoter's privacy policy. Eligible Entrants acknowledge that the Promoter cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering this Promotion, Eligible Entrants consent to overseas transfer on these terms and agree that the Promoter is not liable for any such breach.
16. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of a Prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the Prize. It is a condition of accepting the Prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a Prize.
17. If a Prize is provided to the Promoter by a third party, the Prize is subject to the terms and conditions of the third party prize supplier and the provision of the Prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the Prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the Prize, any delay or failure relating to the Prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
18. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
19. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any other cause beyond the control of the Promoter, the Promoter may, in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a Prize.
20. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and Eligible Entrant's details (including an Eligible Entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the Prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
21. All material submitted on entry (e.g. photo(s), image(s), drawing(s), comment(s), sound/video recording(s) and answer(s) to a Promotional Question) must NOT: (a) be in breach of any laws, regulations and rights, e.g. any laws regarding intellectual property (copyright, trademarks, etc), defamation and privacy; (b) be defamatory, obscene, derogatory, pornographic,

sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, objectionable or discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication; or (c) contain viruses. Eligible Entrants warrant that they own or have the right to license the copyright in any entry submitted by them into this Promotion, for the purposes of this Promotion, that no rights have been granted to any third party in respect of any such entry which would prevent the entry being used as contemplated by this Promotion, and that the use by the Promoter of any such entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation). Eligible Entrants must obtain prior consent from any person or from the owner(s) of any property that appears in their entry. By entering, all Eligible Entrants license and grant the Promoter, its affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (including any portion of their entry) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Eligible Entrants further agree, upon request by the Promoter, to assign all of their rights, title and interest (including copyright) in and to their entry to the Promoter and to sign any legal documentation to confirm such assignment. Eligible Entrants agree that their entry is their original work and does not infringe the rights of third parties, or that they have obtained full prior consent from any person who has jointly created or has any rights in the aforementioned material. Eligible Entrants consent to any use of their entry that may otherwise infringe their moral rights. Eligible Entrants are responsible for all entries they submit on entry. The Promoter will not be liable for any entries, to the extent permitted by law. The Promoter reserves the right to remove, request removal or decline to publish any entry or portion of an entry for any reason whatsoever, including if in breach of these Terms and Conditions. The Promoter will have no liability to Eligible Entrants if it exercises this right and Eligible Entrants must comply with any request made by the Promoter pursuant to this paragraph. The Eligible Entrant warrants and represents that any material sent or provided by the Eligible Entrant to the Promoter will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the Eligible Entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements. Eligible Entrants agree to indemnify the Promoter for any breach of the Terms and Conditions including this clause.

22. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each Eligible Entrant and no correspondence will be entered into.
23. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any Prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
24. The Eligible Entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
25. The Promoter accepts no responsibility for any tax implications and the Eligible Entrant must seek their own independent financial advice in regards to the tax implications relating to the Prize or acceptance of the Prize.
26. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.