

SAMSUNG SELFIE AWARDS TERMS AND CONDITIONS

1. Instructions on how to enter and the Prizes (defined below) form part of these Terms and Conditions. Participation in this Samsung Selfie Awards Competition ("**Competition**") is deemed acceptance of these Terms and Conditions. This Competition is not valid in conjunction with any other offer.
2. The promoter is Samsung Electronics Australia Pty Ltd ABN 63 002 915 648 of Quad Samsung, 8 Parkview Drive, Homebush Bay, NSW 2127 ("**Promoter**").
3. The Competition commences at 9:00am (AEST) on 6 August 2014 and closes at 11:59pm (AEST) on 31 August 2014 ("**Competition Period**").
4. For the purposes of these Terms and Conditions:
 - a) "**Challenge**" means the challenge set by the Promoter on the Date of Announcement of Challenge (defined below) which the submitted Photo (defined below) must respond to;
 - b) "**Challenge Prize**" means a Samsung GALAXY S5 (Model number: SM-G900IZKAXSA), RRP\$929.00;
 - c) "**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;
 - d) "**Main Prize**" means:
 - i. two (2) x return economy domestic flights from the Main Prize Winner's (defined below) nearest Australian capital city to Hamilton Island, Queensland;
 - ii. three (3) nights' twin share accommodation at the Hamilton Island Beach Club, including breakfast;
 - iii. return transfers between the Hamilton Island Beach Club and the airport and point to point chauffer service for two (2) persons;
 - iv. two (2) x tickets on a full day Great Barrier Reef cruise tour, including morning tea and lunch; and
 - v. AUD \$500.00 spending money,(RRP \$4,180.00 (excl. GST));
 - e) "**Promoter's Representative**" means Razorfish Australia Pty Ltd ABN 14 091 733 149 of Bond Store 3, 30 Windmill Street, Millers Point, NSW 2000; and
 - f) "**Selfie Category**", "**Selfie Hashtag**", "**Category Ambassador**", "**Date of Announcement of Challenge**" and "**Date of Closure of Challenge**" have the following meanings:

Selfie Category	Category Ambassador	Challenge	Selfie Hashtag	Date of Announcement of Challenge	Date of Closure of Challenge
Sport	Sally Fitzgibbons	Post a selfie... <ul style="list-style-type: none"> striking a sporty pose of your ultimate winning face! of you in your team colours 	#samsungselfieawards #MyGS5sport	9.00am (AEST) on 17 August 2014 9.00am (AEST) On 24 August 2014 9.00am (AEST) on 31 August 2014	11.59pm (AEST) on 23 August 2014 11.59pm (AEST) on 30 August 2014 11.59pm (AEST) on 6 September 2014
Entertainment	Pedestrian TV	Post a selfie... <ul style="list-style-type: none"> imitating your favourite emoticon of your most entertaining party trick rocking out to your favourite band! 	#samsungselfieawards #MyGS5entertainment	9.00am (AEST) on 17 August 2014 9.00am (AEST) On 24 August 2014 9.00am (AEST) on 31 August 2014	11.59pm (AEST) on 23 August 2014 11.59pm (AEST) on 30 August 2014 11.59pm (AEST) on 6 September 2014
Health and wellbeing	Bondi harvest	Post a selfie... <ul style="list-style-type: none"> with your secret health food winding down in a gym or yoga pose! 	#samsungselfieawards #MyGS5Health	9.00am (AEST) On 24 August 2014 9.00am (AEST) on 31 August 2014 9.00am (AEST) on 7 September 2014	11.59pm (AEST) on 30 August 2014 11.59pm (AEST) on 6 September 2014 11.59pm (AEST) on 13 September 2014
Food	Guillaume	Post a selfie... <ul style="list-style-type: none"> whipping up a storm in the kitchen! with a mouthful of your favourite food of your milk moustache 	#samsungselfieawards #MyGS5Food	9.00am (AEST) On 24 August 2014 9.00am (AEST) on 31 August 2014 9.00am (AEST) on 7 September 2014	11.59pm (AEST) on 30 August 2014 11.59pm (AEST) on 6 September 2014 11.59pm (AEST) on 13 September 2014
Travel	Bitten by the travel bug (TBC)	Post a selfie... <ul style="list-style-type: none"> with your must have travel item of you stuffed in a suitcase! of your local landmark pride 	#samsungselfieawards #MyGS5Travel	9.00am (AEST) on 31 August 2014 9.00am (AEST) on 7 September 2014 9.00am (AEST) on 14 September 2014	11.59pm (AEST) on 6 September 2014 11.59pm (AEST) on 13 September 2014 11.59pm (AEST) on 20 September 2014

Fashion - approved	Vogue Blogger	Post a selfie... <ul style="list-style-type: none"> • Of you stuffed in a suitcase! • Of your local landmark pride • With your must have travel ite, representing fashion from the year you were born 	#samsungselfieawards #MyGS5fashion	9.00am (AEST) on 31 August 2014 9.00am (AEST) on 7 September 2014 9.00am (AEST) on 14 September 2014	11.59pm (AEST) on 6 September 2014 11.59pm (AEST) on 13 September 2014 11.59pm (AEST) on 20 September 2014
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5. To enter the Competition, entrants must, during the Competition Period:
- be an Australian resident with an Australian residential address, aged 18 years old or over and not an employee of the Promoter or of any participating agency associated with this Competition, or an immediate family member of the same;
 - share an appropriate photo on the entrant's Instagram account in response to the particular Challenge ("**Photo**") after the Date of Announcement of Challenge and prior to the Date of Closure of Challenge for the respective Challenge; and
 - tag the Photo with the relevant Selfie Hashtag and "#Samsungselfieawards", (hereafter referred to as "**Eligible Entrants**").

Weekly Challenge Prize

- Within six (6) days of the applicable Date of Closure of Challenge, the relevant Category Ambassador will select the Photo that it judges to be the most creative response to the Challenge from the Photos entered, as determined by the Category Ambassador in its sole discretion. The Eligible Entrant who submitted the Photo will be awarded a Challenge Prize (each a "**Challenge Prize Winner**"). There will be eighteen (18) Challenge Prizes awarded in total.
- In accordance with paragraph 18 below, the Photo of each Challenge Prize Winner will be re-programmed by the relevant Category Ambassador and the Promoter.
- The Challenge Prize does not include any costs associated with use of the phone. Each Winner is responsible for making all arrangements for connection with a service provider and payment of all associated connection, access and call and data charges.

Main Prize

- The Challenge Prize Winner whose Photo is judged by the Promoter's Representative at 12:00pm (AEST) on 3 September 2014 to be the most creative Photo received during the entire Competition Period compared with the Photos of the other Challenge Prize Winners will win the Main Prize ("**Main Prize Winner**"). There will be one (1) Main Prize awarded in total.
- The Main Prize does not include:

- a) any costs associated with obtaining any required travel documentation (other than flight tickets);
- b) any excess baggage expenses;
- c) any costs associated with, or the organisation of, obtaining medical advice prior to travelling and obtaining any recommended vaccinations and immunisations in the manner required prior to travelling;
- d) receipt of Frequent Flyer points or any similar product; and
- e) except as otherwise set out in these Terms and Conditions, day-to-day costs while at Hamilton Island, including, without limitation, food and drink costs and costs incurred at the Hamilton Island Beach Club, including room service and use of the mini-bar.

It is the Winner's responsibility and cost to obtain such ancillary services.

11. Use of the Main Prize is subject to the Main Prize Winner complying with any terms and conditions imposed by any third party that is associated with the provision of any part of the Main Prize in accordance with this Competition ("**Associated Third Party**"). The Main Prize Winner may be excluded from travelling during certain peak travel periods and a minimum of 60 days' notice is required prior to travel. The Promoter is not responsible or liable for any loss suffered by the Main Prize Winner (or any person accompanying the Main Prize Winner) as a direct or indirect result of the conduct of any Associated Third Party.

General

12. Each Challenge Prize Winner and Main Prize Winner (each a "**Winner**") will be notified within two (2) days of being selected via the Instagram account through which they entered the winning Photo. The Winner's name will be also be published on www.samsung.com.au following completion of the Competition, for a period of twenty-eight (28) days. Each Winner will be requested to provide their email address to which they will be sent a "Confirmation of Prize" email in order for the Promoter to obtain their personal information to enable delivery of the relevant Prize.
13. If a Winner cannot be contacted by Instagram Direct Message to their Instagram account by 5:00pm (AEST) on 25 November 2014, is not able to satisfy these Terms and Conditions, or forfeits or fails to accept the Prize by 5:00pm (AEST) on 25 November 2014, then it will be deemed to have forfeited its entitlement to the relevant Prize. In those circumstances, the Photo that was judged to be the next most creative Photo (as selected by the Promoter's Representative in its sole discretion), will win the Challenge Prize or the Main Prize, as applicable ("**Second Place Winner**"). The Second Place Winner will be notified via the Instagram account through which they entered the winning Photo within two (2) days of the Winner being deemed to have forfeited its Challenge Prize or Main Prize and will then be requested to provide their email address to which they will be sent a "Confirmation of Prize". These Terms and Conditions apply to a Second Place Winner as if they were the Challenge Prize Winner or the Main Prize Winner, as applicable.
14. The Promoter will arrange for delivery of each Challenge Prize within twenty-eight (28) days of each Challenge Prize Winner being notified that they have won the Challenge Prize. Each Challenge Prize will be delivered to the address provided by the Challenge Prize Winner in response to the Challenge Prize Winner notification email. Use of the Main Prize will be organised through correspondence between the Promoter and the Main Prize Winner.

15. There will be nineteen (19) prizes awarded in total (each a "**Prize**"). Total Prize value for the Competition is RRP\$20,902 (excluding GST). The Prize value is correct as at 28 July 2014 and the Promoter accepts no responsibility for any variation in Prize value.
16. All Photos must comply with the terms and conditions of Instagram and must not be defamatory, racist or offensive in any way. The Promoter reserves the right to disqualify any Eligible Entrant who submits a Photo that does not comply with these Terms and Conditions. The Photo must be suitable for a person of any age to view and must comply with all laws and regulations in Australia, including the *Copyright Act 1968* (Cth).
17. Each Eligible Entrant warrants to the Promoter that:
 - a) the Photo is an original, independent creation of the entrant that has not previously been published in any form in any country in the world;
 - b) the Photo is free from any claims, including copyright or trademark claims, by other parties; and
 - c) each person shown in the Photo has consented to use of the Photo in accordance with these Terms and Conditions. If a person shown in a Photo is under the age of 18 years old, consent of that person's parent or guardian must be obtained by the Eligible Entrant prior to submitting the Photo.
18. No Photo will be returned to any entrant. As a condition of entering into this Competition, each entrant licences the Promoter and the Category Ambassadors to use the Photo in any media for an unlimited period for any reason including, but not limited to, future promotional, marketing or publicity purposes. Each Eligible Entrant agrees to indemnify the Promoter against all costs and claims by third parties arising from a breach of warranty set out in these Terms and Conditions. Entrants consent to any use of their Photo which may otherwise infringe their moral rights pursuant to the *Copyright Act 1968* (Cth).
19. If either Prize, or any part of the Main Prize, is unavailable, the Promoter, in its discretion, reserves the right to substitute either Prize, or a part of the Main Prize, with a prize to the equal value and/or specification, subject to the approval of relevant regulatory authorities.
20. Neither Prize, or any part of a Prize, is transferable, exchangeable or redeemable for cash.
21. Incomplete or indecipherable entries will be deemed invalid. Winners are responsible for ensuring their correct email address is provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should a Winner fail to receive their Prize because of a failure to notify the Promoter of a change to these details.
22. The Promoter's decision is final and no correspondence will be entered into.
23. The Promoter reserves the right, at any time, to verify the validity of Photos 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.
24. Entrants consent to the Promoter and/or the Category Ambassadors using their name and/or image 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

promotion of this Competition (including any outcome) and promoting any products manufactured, distributed and/or supplied by the Promoter.

25. 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, to: (a) disqualify any entrant; or, (b) modify, suspend, terminate or cancel the Competition, as appropriate, subject to the approval of relevant regulatory authorities.
26. Any cost associated with accessing Instagram for the purpose of entering this Competition is the entrant's responsibility and is dependent on the internet service provider used. The Promoter makes no guarantee of the availability of the web services and will not be held responsible for interruption of service that may interfere with the ability to participate in the Competition.
27. Subject to clause 28, 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 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 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 the Prize.
28. 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.
29. 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, Competition suppliers and as required, to Australian regulatory authorities. Validity of an entry is conditional on providing this information. 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. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter. These Terms and Conditions are deemed to incorporate the Promoter's privacy policy and by entering the Competition, entrants accept the terms and conditions of the Promoter's privacy policy. For further details, see the Promoter's privacy policy at www.samsung.com.au.

30. The Promoter is Samsung Electronics Australia Pty Ltd (ABN 63 002 915 648) of Quad Samsung, 8 Parkview Drive, Homebush Bay, NSW 2127 (Phone number: +61 2 9763 9700).

Competition support is available at:

www.instagram.com/samsungau

<http://www.samsung.com/au/offer/>