

Samsung STEM (Youth) Promotion Terms and Conditions

1. Information on how to enter and the Prize (defined below) form part of these terms and conditions (**Terms and Conditions**). Entry into this 'Samsung STEM (Youth) 2017 Promotion' (**Promotion**) is deemed acceptance of these Terms and Conditions.
2. The promoter is Samsung Electronics Australia Pty Ltd ABN 63 002 915 648 of 3 Murray Rose Avenue, Sydney Olympic Park, NSW 2127 (**Promoter** or **Samsung**).
3. The Promotion commences at 12:00am (AEDT) on Wednesday 1 November and closes at 5:00pm (AEDT) on Wednesday 22 November 2017 (**Promotional Period**), or as extended by the Promoter in its absolute discretion.
4. For the purposes of these Terms and Conditions:
 - a. "**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;
 - b. "**Guardian**" means a legal parent or guardian of an Eligible Entrant or Winner, as the context requires;
 - c. "**Major Prize**" means:
 - i. subject to the nature and scale of the Major Winner's Idea, one or more of the following (in the Promoter's absolute discretion):
 - A. 2D illustration/image of the Idea;
 - B. physical 3D-model design of the Idea; or
 - C. an early stage prototype of the Idea (or part of the Idea) with some level of machine/technology/construction (this will not be a commercially viable prototype), by a digital/design agency (or other appropriate agent) as determined by the Promoter in its absolute discretion; and
 - ii. the following Promoter products:

Product	Model	Recommended retail price
DeX station	EE-MG950BBEGWW	\$199.00
Galaxy S8	SM-G950FZKAXSA	\$1,199.00
Galaxy Book 12' 256GB 4G	SM-W728YZKAXSA	\$2,399.00
Gear VR	SM-R324NZAAXSA	\$199.00
Gear 360	SM-R210NZWAXSA	\$399.00
		\$4,395.00 (total)
 - d. "**Prize**" means a Major Prize or a Runner Up Prize, as the context requires; and
 - e. "**Runner Up Prize**" means:

subject to the nature and scale of each Runner Up Winner's Idea, one or more of the following (in the Promoter's absolute discretion):

- i. 2D illustration/image of the idea
- ii. physical 3D-model design of the Idea; or
- iii. an early stage prototype of the Idea (or part of the Idea) with some level of machine/technology/construction (this will not be a commercially viable prototype), by a digital/design agency (or other appropriate agent) as determined by the Promoter in its absolute discretion.

5. Samsung and its agents collect personal information in order to conduct this Promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, agents, contractors, service providers, offer suppliers and, as required, to Australian regulatory authorities. Validity of an Eligible Claim is conditional on providing this information. Samsung and its agents 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 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, entrants acknowledge that in providing 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 claiming under this Promotion (whether or not as an Eligible Entrant), each entrant accepts the terms and conditions of Samsung's privacy policy. For further details see <http://www.samsung.com/au/info/privacy/>.

6. To enter the Promotion, each participant must, during the Promotional Period:

- a. be an Australian resident between 12 and 25 years of age (inclusive) and not an employee of the Promoter, any participating agency associated with this Promotion, or an immediate family member of the same;
- b. if under 18 years of age, obtain the consent of their Guardian to enter the Promotion in accordance with these Terms and Conditions and provide personal information about themselves;
- c. visit the website www.makemyidea.com.au (**Website**) and complete and submit the online entry form, including:
 - i. providing the participant's full name, date of birth, residential address, contact telephone number and email address;

- ii. detailing the participant's Idea for a concept they would like to see realised in the future, and that complies with clause 7 and seeks to meet the criteria in clause 15 (**Idea**);
- iii. stating the entrants school (if applicable, and optional); and
- iv. agreeing to these Terms and Conditions, each eligible entry an "**Entry**" and each eligible entrant an "**Eligible Entrant**".

7. Each Idea must:

- a. be the original, independent creation of the Eligible Entrant (and, without limitation, must not be the work of a parent or teacher) that has not previously been published in any form in any country in the world;
 - b. comply with any specifications set out on the Website, including, without limitation, detailing an Idea;
 - c. not be defamatory, racist, sexist or offensive in any other way, and not seek to convert or recruit young people to a religious faith or require or invite young people to register for a political party;
 - d. be suitable for a person of any age to view and use, and comply with all laws and regulations in Australia, including, without limitation, the *Copyright Act 1968* (Cth);
 - e. be free from any material which may give rise to a present or future claim by a third party, including, without limitation, any claim in connection with the infringement of copyright, trademark, other intellectual property rights or moral rights; and
 - f. not include or make reference to the intellectual property rights of any person including, without limitation, any visible logos, drawings, phrases, music or copyrighted material that identifies a brand or other third party material, unless the Entry is submitted with the written consent of the owner of the relevant intellectual property rights used.
8. Eligible Entrants may enter this Promotion multiple times. Each Entry must comply with these Terms and Conditions, and be separate and distinct from any earlier Entry.
9. The Promoter reserves the right, at any time, to request additional information regarding an Entry or to verify the validity of an Entry and/or an Eligible Entrant (including, without limitation, the Eligible Entrant's identity, age and place of residence). It is the responsibility of each Eligible Entrant to provide the correct contact details in their Entry and to notify the Promoter of any changes to those details.
10. Entries that, in the Promoter's sole discretion, are inappropriate, offensive, illegal, fraudulent or otherwise do not accord with these Terms and Conditions will be invalid. The Promoter may, at any time and in its sole discretion, disqualify or prohibit from further participation in this Promotion any person who contravenes these Terms and Conditions or interferes with the entry process. Failure by the Promoter to enforce any of their rights at any stage does not constitute a waiver of those rights.
11. Each Eligible Entrant warrants and undertakes to the Promoter that each Entry they submit is an original work of the Eligible Entrant that does not infringe any third party rights, including, without limitation, intellectual property rights, privacy rights or moral rights.
12. All rights and title in and to the intellectual property in each Entry shall be owned by the Eligible Entrant. No Entry will be returned to an Eligible Entrant. Each Eligible Entrant grants to the Promoter a perpetual,

irrevocable, worldwide, non-exclusive, royalty-free licence to use, reproduce, modify, enhance, improve, distribute, describe, screen-grab, depict or otherwise exploit the Entry including the Idea, for the purposes of promoting the Promotion and the Promoter's products, in any media for an unlimited period. Each Eligible Entrant consents to any use of their Entry which may otherwise infringe their moral rights under the *Copyright Act 1968* (Cth) or any other applicable law. The Promotion is a matter of public record. No Entry or Idea will be treated as confidential. By entering this Promotion, Entrants waive confidentiality over their Entry and Idea.

13. By 24 November 2017, each Entry will be judged by a panel of judges comprising representatives of the Promoter, the Promoter's agents and/or Qwestacon, against the criteria set out in clause 15 (**Criteria**) which the judges may weigh in their absolute discretion. The judging process will include an online live-streamed event that may feature some Entries. The Entrant who submitted the Entry judged on its merit to best meet the Criteria will win the Major Prize (**Major Prize Winner**) and the next two Entrants who submitted the Entries judged on their merit to best meet the Criteria (after the Major Prize Winner's Entry) will each win a Runner Up Prize (**Runner Up Winner**) (the Major Prize Winner and each Runner Up Winner each a **Winner**).
14. Each Winner will be notified by email and/or telephone and announced on the Website within 7 days after the date that they are judged to be a Winner.
15. The Criteria against which each Entry will be judged in accordance with clause 13 comprises:
 - a. creativity;
 - b. originality; and
 - c. use of science, technology, engineering and/or mathematics related skills.
16. The decision of the Promoter is final and no correspondence will be entered into.
17. Each Winner is responsible for all ancillary costs associated with each aspect of their Prize which comprises the Promoter's products or other products including, but not limited to, costs in connection with accessories, network services of any description such as data, telephone or television services or installation costs.
18. If, by 11:59 pm (AEDT) on 1 December 2017, a Winner:
 - a. is not contactable;
 - b. forfeits or fails to accept their Prize; or
 - c. is unable to satisfy these Terms and Conditions,

that Winner will be deemed to have forfeited their entitlement to a Prize and a panel of judges comprising representatives of the Promoter, the Promoter's agents and/or Qwestacon, will determine the next best Entry against the Criteria (which the judges may weigh in their absolute discretion) which will be awarded the relevant Prize (**Second Chance Winner**). These Terms and Conditions apply to a Second Chance Winner as if they were a Winner.

19. The Prizes may be subject to change at any time at the absolute discretion of the Promoter. The Prizes are non-transferable and must be taken as stated. No compensation will be payable if a Winner is unable to use or receive any aspect of their Prize. No aspect of a Prize is exchangeable or redeemable for cash and the Promoter will not be liable for any damage, loss or delay in delivering any aspect of a Prize.

20. It is the responsibility of each Winner to provide their correct mailing address and personal information in order to receive those aspects of their Prize, such as the Promoter's products or other products, which require delivery. The Promoter will only deliver such aspects of Prizes to Australian addresses and will arrange for delivery within thirty (30) days from complete acceptance by the Winner of their Prize in accordance with these Terms and Conditions. Delivery of heavy items may take longer. Prizes which are products will only be delivered on weekdays which are not public holidays and each Winner must allow a four (4) hour period or "window" in which delivery will occur.
21. Entries received after the end of the Promotional Period may still be featured, discussed, depicted or referred to in the online live-streaming judging event.
22. 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, including, but not limited to, technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its absolute discretion, to the fullest extent permitted by law to: (a) disqualify any Eligible Entrant; or (b) subject to any written directions from a regulatory authority, modify, suspend, terminate or cancel the Promotion, as appropriate.
23. Any costs and expenses associated with the preparation of an Entry, or visiting the Website for the purpose of submitting an Entry, are the responsibility of each Eligible Entrant. The Promoter makes no guarantee as to 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 Promotion.
24. Subject to clause 25, 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) an entrant (whether or not an Eligible Entrant) compromising any intellectual property right, know-how or trade secret (including any right to register the same) by entering this Promotion or otherwise disclosing their Idea in connection with this Promotion; (b) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (c) any theft, unauthorised access or third party interference; (d) any Entry or Prize that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter; (e) any variation in a Prize's value; (f) any tax liability incurred by an Eligible Entrant, Winner or Guardian; or (g) any use of any Prize.
25. 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 to (at the Promoter's election), to the extent they are able to do so: (a) in the case of supply of goods, the Promoter doing any one or more of the following: (i) replacing the goods or supplying equivalent goods; (ii) repairing the goods; (iii) paying the cost of replacing the goods or of acquiring equivalent goods; and/or (iv) paying the cost of having the goods repaired; or (b) in the case of supply of services, the Promoter doing either or both of the following: (i) supplying the services again; and/or (ii) paying the cost of having the services supplied again.
26. Each Eligible Entrant (or their Guardians, if applicable) consent to that Eligible Entrant's image, a reference to their name and submitted Entry being used or printed on an ongoing basis in the Promoter's publications, whether in digital or other media formats including, but not limited to, websites, Facebook, Instagram, newsletters and newspaper publications (**Content**) without remuneration. Each Winner consents to the Promoter interviewing and/or arranging for photographs and/or video footage to be taken of them for promotional and fundraising purposes in Content.

27. Eligible Entrants agree not to do anything, which may cause any damage to the goodwill, name or reputation of the Promoter, its employees, directors, instructors, members, servants or agents, or any other Prize supplier.
28. The laws of the State of New South Wales, Australia, govern these Terms and Conditions and the parties agree to submit to the non-exclusive jurisdiction of courts of that State.