Terms and Conditions ("Terms") for [Samsung Australia @SamsungAU] Quiz Competition. #FliporFold

1. Introduction

- 1.1. This Quiz Competition ("#FlipOrFold") ("**Competition**") is organized and conducted by Samsung Electronics Australia Pty Ltd ("**Promoter**"), a company registered in Australia with ABN (ABN 63 002 915 648), located at [3 Murray Rose Ave, Sydney Olympic Park NSW 2127].
- 1.2. By entering the Competition, participants agree to be bound by these Terms.
- 1.3. The Competition is open to individuals who are:
 - 1.3.1. aged 18 years or older at the time of entry;
 - 1.3.2. legal residents of Australia; and
 - 1.3.3. have a valid and active account on X through which they enter the Competition, with the ability to verify their account ownership.
- 1.4. Individuals who are employees, officers, directors and/or immediate family and/or household members of the Promoter and/or its affiliates, or anyone professionally associated with the organization and/or administration of the Competition are not eligible to participate.
- 1.5. The Promoter reserves the right to verify the eligibility of any participant and to disqualify any participant who does not meet the eligibility criteria.
- 1.6. The Competition is a skill-based contest where participants must answer quiz questions to be eligible to win the prize described below.

2. Competition Period

- 2.1. The Competition runs from 26 June 2025 00:00 to 17 July 2025 23:59 Australian Eastern Standard Time (AEST) ("**Competition Period**").
- 2.2. Entries received outside the Competition Period will not be accepted.

3. How to Enter

- 3.1. To enter the Competition, participants must:
 - 3.1.1. Click on the CTA post(s) published by **@SamsungAU** on X in order to receive the quiz questions as part of the #FlipOrFold challenge; and
 - 3.1.2. post their answers to each of the guiz guestions on X.
- 3.2. Participants may also enter by answering one of the campaign questions shown on X.
- 3.3. Each participant is required to answer all quiz questions within the allocated time.
- 3.4. Only one valid answer per quiz question per participant is permitted.
- 3.5. Participants can engage multiple times based upon the number of unique quiz questions posted across the campaign period. However, multiple entries or attempts to manipulate the Competition will result in disqualification.

- 3.6. No purchase is necessary to enter or win.
- 3.7. Entries must be submitted in English.
- 3.8. The Promoter is not responsible for late, incomplete, or misdirected entries, or for any technical issues that may prevent entry.

4. Judging Criteria

- 4.1. The Competition will feature a leaderboard tracking participants' performance.
- 4.2. Winners will be selected from all eligible entries based on:
 - 4.2.1. **Accuracy**: Correctness of answers to each of the quiz questions.
 - 4.2.2. **Completion**: Complete submission of answers to all quiz questions.
 - 4.2.3. **Timing**: Speed of completion of all quiz questions, as recorded on X.
 - 4.2.4. The winner selected will need to have an authentic identity on X, valid userID/email, and should not have signed-up for the service in the month of July'25
- 4.3. In case of a tie on correctness, the Promoter will select the winner(s) based on the shortest elapsed time from the moment the relevant participants entered the Competition.
- 4.4. The Promoter's decision is final, and no correspondence will be entered into.

5. **Prizes**

- 5.1. Four (4) winners will each receive one (1) Samsung Smartphone, the make and model of which shall be determined by the Promoter in its sole discretion ("Prize").
- 5.2. Prizes are non-transferable, non-exchangeable, and cannot be redeemed for
- 5.3. If a Prize is unavailable, the Promoter reserves the right to substitute it with an item of equal value without prior notice.
- 5.4. All prices quoted in these T&Cs are inclusive of GST.
- 5.5. The Prize is not transferable, exchangeable or redeemable for cash.

6. Winner Notification and Prize Delivery

- 6.1. Winners will be notified via email within [7] days of the Competition closing date. To receive the email, winners will have to respond to the direct message, and submit the form shared on X.
- 6.2. Winners must claim their Prize within **[14]** days of notification by providing delivery details. Failure to do so may result in forfeiture, and the Promoter may select an alternate winner.
- 6.3. Prizes will be delivered to the winner's nominated Australian address within **[60]** days of claim confirmation, subject to availability and external factors (e.g.,

- postal delays, damage or loss sustained in transit to the winners nominated address).
- 6.4. The Promoter is not liable for any loss, damage, or delay to the Prize during transit or delivery. Winners accept the Prize "as is" and are responsible for any issues post-delivery.

7. Participant Rights and Responsibilities

- 7.1. By entering the Competition, Participants grant the Promoter and X Asia Pacific Internet Pte. Ltd. ("X") a non-exclusive, worldwide, royalty-free license to use, reproduce, and display their entry (including any submitted content) for promotional purposes.
- 7.2. Participants represent and warrant that their entry is original, does not infringe on any third-party rights, and complies with all applicable laws.
- 7.3. Participants agree to abide by the Terms of Service and all platform policies of the X platform and shall not engage in any conduct that could damage the reputation of the Promoter and/or X.

8. Liability and Disclaimers

- 8.1. The Promoter is not responsible for any damage, defect, or malfunction of the Prize after delivery.
- 8.2. To the extent permitted by law, the Promoter is not liable for any loss, injury, or damage arising from participation in the Competition or use of the Prize including but not limited to technical issues, website downtime, internet connectivity, errors in quiz functionality or in the administration of the Competition that may affect participation.
- 8.3. Entrants are responsible for ensuring their devices and internet connections are compatible with the Competition platform.

9. **Privacy**

- 9.1. The Promoter will collect and process personal information (e.g., name, email, address, X handle) ("personal data") as necessary to administer the Competition and may use it for promotional purposes, in accordance with the Promoter's Privacy Policy available at https://www.samsung.com/au/info/privacy/ and applicable data protection laws. By entering, participants agree to the use of their personal data for the purposes of the Competition, including winner notification and prize delivery.
- 9.2. Participants may submit any request to access, update or correct their personal data held by the Promoter, and/or otherwise make any privacy enquiry or complaint by emailing the Promoter at privacy.au@samsung.com.
- 9.3. These Terms incorporate the Promoter's privacy policy and by entering the promotion, participants accept the terms and conditions of the Promoter's

- privacy policy. For further details see https://www.samsung.com/au/info/privacy/.
- 9.4. Entrants' personal data may be disclosed to third parties (including, without limitation to X and to delivery services) solely for Prize fulfillment.
- 9.5. By entering, participants agree to their name and state/territory being published if they win.

10. **General Conditions**

- 10.1. The Promoter reserves the right to cancel, modify, or suspend the Competition due to unforeseen circumstances, including technical issues, fraud, or events beyond its control.
- 10.2. Any attempt to undermine the Competition, including cheating or hacking, will result in disqualification and may lead to legal action.
- 10.3. The Competition is subject to Australian law, and any disputes will be resolved in the courts of New South Wales.
- 10.4. These Terms constitute the entire agreement between the Participant and the Promoter regarding the Competition. If any part of these Terms is found to be unenforceable, the remaining provisions will remain in full force and effect.
- 10.5. The Organizer reserves the right to amend these Terms at any time.

By participating, you acknowledge that you have read, understood, and agree to these Terms and Conditions.