

## PROMOTION TERMS AND CONDITIONS

Please read these Promotion terms and conditions (“Terms and Conditions”) carefully. Participation in this Promotion will constitute your agreement to comply with these Terms and Conditions. If you do not agree with these Terms and Conditions, please do not participate in this Promotion. This Promotion is only available while Stock lasts. Please refer to this website for the current Terms and Conditions for this Promotion: <https://www.samsung.com/za/offer/>

All participants during the term of this Promotion agree to be bound by the following Terms and Conditions.

### 1. Promotion:

- 1.1. The promotion will be known as the Samsung Black Friday Multi-voucher Promotion (“Promotion”).
- 1.2. The Offer, as defined in clause 5.1, will be redeemable through Samsung Members Application on [www.samsung.com/za](http://www.samsung.com/za).
- 1.3. The promoter of the Promotion is Samsung Electronics South Africa Proprietary Limited, registration number 1994/003872/07 and/or its agencies (“Organiser”).
- 1.4. “Authorised Partner” means Vodacom, MTN, Cell C and Telkom.
- 1.5. “Qualifying Devices” means Vodacom Qualifying Devices, MTN Qualifying Devices, Cell C Qualifying Devices and Telkom Qualifying Devices, as more fully defined in clause 2.

### 2. Promotion Period and Qualifying Devices:

- 2.1. The promotion period for Vodacom, will run from 29 November 2024 [12:00 am] to 06 December 2024 [23:59 pm] and the qualifying devices in respect of Vodacom are the Galaxy Fold 6 (256GB and 512GB), Galaxy Z Flip6, Galaxy S24 FE, Galaxy A35 and Galaxy A25 (“Vodacom Qualifying Devices”).
- 2.2. The promotion period for MTN will run from 15 November 2024 [12:00 am] to 06 December 2024 [23:59 pm] and the qualifying devices in respect of MTN are the Galaxy Z Flip6, Galaxy S24 Ultra, Galaxy S24 and Galaxy A35 (“MTN Qualifying Devices”).
- 2.3. The promotion period for Cell C will run from 15 November 2024 [12:00 am] to 30 November 2024 [23:59 pm] and the qualifying devices in respect of Cell C are the Galaxy Z Flip6, Galaxy S24 FE, Galaxy A55 and Galaxy A35 (“Cell C Qualifying Devices”).
- 2.4. The promotion period for Telkom will run from 22 November 2024 [12:00 am] to 08 December 2024 [23:59 pm] and the qualifying devices in respect of Telkom are the Galaxy S24 FE, Galaxy A35 and Galaxy A25 (“Telkom Qualifying Devices”).
- 2.5. The duration of the Promotion may be extended or curtailed at the discretion of the Organiser.

### 3. Redemption Period:

- 3.1. The redemption period in respect of all Qualifying Devices will run from 15 November 2024 [00:00 am] to 14 January 2025 [23:59 pm] (“Redemption Period”).

3.2. The duration of the Redemption Period may be extended or curtailed at the discretion of the Organiser.

**4. Who may enter:**

- 4.1. Participants must be natural persons who:
  - 4.1.1. are citizens of the Republic of South Africa and/or legal residents of the Republic of South Africa;
  - 4.1.2. are residing in the Republic of South Africa at the date of the commencement of the Promotion Period;
  - 4.1.3. are at least 18 (eighteen) years old at the date of the commencement of the Promotion Period;
  - 4.1.4. are in the possession of a valid South African identity or residency permit;
  - 4.1.5. have, during the Promotion Period, made a valid contract purchase of a Qualifying Device with a valid IMEI number, within the Republic of South Africa from an Authorised Partner;
  - 4.1.6. are in possession of a valid proof of purchase in respect of the purchase of a Qualifying Device, with verifiable details such as an IMEI number, Authorised Partner from which the Qualifying Device was purchased and, in certain cases, the name of the purchaser.

**5. Offer:**

5.1. The Promotion will afford the participant, when purchasing a Qualifying Device from an Authorised Partner on contract during the Promotion Period, the opportunity to receive 1 (one) Samsung Multi-voucher ("**Offer**") to the value of R2,000.00 (two thousand Rand), the details of which are as follows:

<b>PARTNER</b>	<b>DEAL</b>	<b>VALUE</b>
Samsung	20% off when you spend R1500 or more	R300
Columbia	25% off when you spend R1000 or more	R250
Diesel	25% off when you spend R1000 or more	R250
Hurley	30% off when you spend R1000 or more	R300
Jeep	30% off when you spend R1000 or more	R300
Reebok	30% off when you spend R1000 or more	R300
Superdry	30% off when you spend R1000 or more	R300

- 5.2. The Offer is not transferable. No substitution, cash redemption, or assignment of the Offer is permitted.
- 5.3. The Offer is provided on a first come first serve basis and while stocks last. The Organiser cannot be held accountable or liable once the stock of the Offer has been depleted.
- 5.4. The Offer may differ from that shown on the promotional material with regard to colour and specifications and same shall be subject to availability and in the Organiser's sole and absolute discretion to select same.

## **6. Can I qualify more than once for the Promotion:**

- 6.1. The Offer is limited to 1 (one) Samsung Multi-voucher per Qualifying Device purchased on contract from an Authorised Partner and identifiable by the unique IMEI number.
- 6.2. Should there be any dispute in this regard, the Organiser shall be sole adjudicator of the dispute and the Organiser's decision shall be final.

## **7. Redemption of Offer**

- 7.1. The Offer may only be redeemed during the Redemption Period and to redeem the Offer the participant must follow the following steps and/or instructions:
  - 7.1.1. **Step 1:** Purchase and activate (install the SIM card) the Qualifying Device, which must have been purchased within the Republic of South Africa from an Authorised Partner during the Promotion Period.
  - 7.1.2. **Step 2:** Have all current Samsung software updates downloaded and installed from the settings menu on the Qualifying Device.
  - 7.1.3. **Step 3:** Download Samsung Members Application from the Samsung Galaxy Store or Google Play Store on the Qualifying Device.
  - 7.1.4. **Step 4:** Register for a Samsung Members account, then click on the "Samsung Black Friday Postpaid Multi-voucher Promotion" promotional banner in the "Benefits" section of the Samsung Members Application and follow the prompts.
  - 7.1.5. **Step 5:** Upload the proof of purchase in respect of the Qualifying Device and complete and submit an online form with the participant's details, which form must include the participant's email address and contact information.
  - 7.1.6. **Step 6:** Upon submitting the online form (referred to in step 5 above) the participant will receive an e-mail confirming that their submission of the online form was successful. In the same email, the participant will receive a reference number that must be used by the participant to escalate any queries pertaining to their submission.
  - 7.1.7. **Step 7:** Once the Organiser has validated the participant's online form and proof of purchase of the Qualifying Device, the participant will receive a congratulatory message by way of email
  - 7.1.8. **Step 8:** The participant will receive electronic delivery (email) of their Samsung Multi-voucher to the specified email address within 7 (seven) to 14 (fourteen) working days of receipt of the congratulatory message contemplated in step 7 above.
- 7.2. Should the participant fail to supply a valid email address or contact details upon redemption of the Offer through the Samsung Members Application, the Offer will be forfeited.
- 7.3. Should the participant cancel the purchase of the Qualifying Device and return the Qualifying Device or exchange it for another device, the participant forfeits the Offer and the Organiser has the right to cancel and/or claim back the Offer.
- 7.4. No requests for redemption of the Offer in respect of the Qualifying Device purchased during the Promotion Period will be accepted or processed after the Redemption Period, as defined in clause 3.1, has ended.

- 7.5. Participants who encounter any technical issues when redeeming the Offer must contact the Organiser for assistance by telephone at the following telephone number: +27 (0) 87 655 0512.
- 7.6. The Organiser accepts no responsibility for entries lost, misdirected, illegible, late, mutilated or altered. Entries that do not comply with these Terms and Conditions will be disqualified.
- 7.7. Errors and omissions may be accepted at the Organiser's sole discretion. Failure by the Organiser to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 7.8. It is the participant's responsibility to ensure that any information provided to the Organiser is accurate, complete and up to date.
- 7.9. The Offer can only be redeemed through the Samsung Members Application for participating individuals.
- 7.10. The Organiser will not be responsible for any costs associated with the redemption process of the Offer.

## **8. Limitation of Liability:**

- 8.1. To the extent permitted by Consumer Protection Act No 68 of 2008 and any other applicable law the participant hereby indemnifies the Organiser against any direct, indirect, special, incidental, consequential or punitive damages or loss of any kind regardless of how this was caused, and whether it arose under the law of contract or delict or otherwise, because of the participant's participation in the Promotion.
- 8.2. The Organiser excludes all warranties (express or implied), representations and liabilities regarding this Promotion (other than for death or personal injury caused by its negligence and/or fraud).
- 8.3. All personal information exchanged with the usage of third party applications will not be monitored or controlled by the Organiser. The participant bears the responsibility to ensure that it is aware of the terms and conditions applicable to usage of third party applications. The participant understands and agrees to indemnify the Organiser from all liability arising from whatsoever nature.

## **9. Consumer Protection Act:**

To the extent that the Terms and Conditions or any goods or services provided under the Terms and Conditions are governed by the Consumer Protection Act, 2008 ("Consumer Protection Act"), no provision of the Terms and Conditions are intended to contravene the applicable provisions of the Consumer Protection Act, and therefore all provisions of the Terms and Conditions must be treated as being qualified, to the extent necessary, to ensure that the applicable provisions of the Consumer Protection Act are complied with.

## **10. General:**

- 10.1. In accordance with the confidentiality policies and practices of the Organiser, none of the entry details of any participant in this Promotion will be disclosed or used by the Organiser for any purposes other than for entry into the Promotion and in accordance with clause 10.4 below.
- 10.2. 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 Organiser,

including but not limited to technical difficulties, unauthorised intervention or fraud, the Organiser reserves the right, in its sole discretion, to the fullest extent permitted by law to disqualify any participant or to modify, suspend, terminate or cancel the Promotion as appropriate, subject to the approval of relevant regulatory authorities.

- 10.3. Data charges may be incurred for downloading or using the Samsung Members application. Network rates apply.
- 10.4. The participants acknowledge and accept that the Organiser shall utilise a third party agent to deliver the vouchers. In order to affect the delivery process, the Organiser shall provide the participant's information to such third party agent.
- 10.5. Details of participants will not be used by the Organiser for Samsung related communication should the participants opt-out to receive further communication from the Organiser.
- 10.6. Information regarding the Promotion that is published on authorised advertising material will also form part of the Terms and Conditions of the Promotion.
- 10.7. The Organiser may in its sole discretion amend these Terms and Conditions at any time, without notice, and such amendments shall be deemed to have taken effect from the date of publication of the revised Terms and Conditions on the Organiser's website <http://www.samsung.com/za/offer/>. The onus rests on the participant to constantly check the website for updates to the Terms and Conditions.
- 10.8. The Organiser reserves the right, at any time, to verify the validity of participants (including a participant's identity, age and place of residence) and to reject any participant who has not agreed to these Terms and Conditions. Errors and omission may be accepted at the Organiser's discretion. Failure by the Organiser to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 10.9. 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 Organiser, including but not limited to technical difficulties, unauthorised intervention or fraud, the Organiser reserves the right, in its sole discretion, to the fullest extent permitted by law to disqualify any participant or to modify, suspend, terminate or cancel the Promotion as appropriate, subject to the approval of relevant regulatory authorities.
- 10.10. Save as permitted by law, the Organiser reserves the right to cancel, suspend or terminate this Promotion, without notice at any time, and such cancellation, suspension or termination shall be deemed to have taken effect from the date of publication on the Organiser's website <http://www.Samsung.com/za/offer/>. No liability shall lie against the Organiser in favour of any participant, winner(s) and/ or third party arising from such cancellation, suspension or termination. Therefore, the participant waives his/her right which they may have against the Organiser and hereby acknowledge that they will have no right of recourse or claim of any nature whatsoever against the Organiser.
- 10.11. This Promotion is governed by these Terms and Conditions, as well as those of the relevant authorised participating stores, associated with this Promotion.
- 10.12. Any dispute or claim arising out of or in connection with the Promotion shall be governed by and construed in accordance with the laws of South Africa.

- 10.13. To the extent that these Terms and Conditions conflict with the terms and conditions of Samsung Members application, these Terms and Conditions will take precedence.
- 10.14. The Organiser accepts no liability or responsibility, whether occasioned by any circumstance not foreseeable and not within its reasonable control for late or delayed delivery of the vouchers owing to, but not limited to, stock unavailability, strike, lock out, destruction of the voucher, any civil commotion or disorder, riot, threat of war, any action taken by governmental authority or public authority of any kind, fire, explosion, storm, flood, earth quake or other acts of God.
- 10.15. By participating in the Promotion, the participants agree that the Organiser and its affiliates may contact the participants via email and through social media platforms to deliver marketing communications regarding their products and promotional activities, provided that the participants are given the opportunity to opt-out of receiving marketing communication at any time via the appropriate opt-out mechanisms provided by the Organiser for such purpose. The Organiser may also use the personal data collected from the participants as described in the Privacy Policy accessible at [www.samsung.com](http://www.samsung.com) and that such use may include transfers to the Organiser's affiliates and third party service providers in any country. Details of participants will not be used by the Organiser for Samsung related communication should the participants opt-out to receive further communication from the Organiser. Without derogating from the foregoing, the participants and the Representatives (where applicable) specifically consent to the collection and processing of their details and information by the Organiser and their affiliates for the purposes of the Promotion.
- 10.16. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable it will be:
  - 10.16.1. read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible; and
  - 10.16.2. severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.