

**PROMOTION TERMS & CONDITIONS FOR THE SAMSUNG S22, S22+ AND S22  
ULTRA TRADE-IN VALUE PROMOTION**

Please read these Competition terms and conditions (“Terms and Conditions”) carefully. Participation in this Competition will constitute your agreement to comply with these Terms and Conditions. By entering this Competition, you agree to be bound by the Terms and Conditions. This Promotion is only available while Stock lasts. Please refer to this website for the current Terms and Conditions for this Promotion: <https://trade-in.regener8group.co.za/switchtogalaxy/s22-guaranteed-value-terms-conditions/>

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

**1. Promotion:**

**1.1 SAMSUNG S22, S22+ AND S22 ULTRA TRADE-IN VALUE (“Promotion”).**

1.2 The promoter of the Promotion is Samsung Electronics South Africa (Proprietary) Limited, Registration number: 1994/003872/07 and/or its agencies (“**Organizer**”).

1.3 The trade-in partner of the Promotion is Regener8 Group Proprietary Limited, Registration number: 2017/308339/07 and/or its agencies (“**Trade-In Partner**”).

**2. Promotion Period:**

2.1 The Promotion will run from the **28 February 2022 (00h00) to 30 April 2022 (23h59)** (“**the Promotion Period**”).

2.2 The duration of the Promotion may be extended or curtailed at the discretion of the Organizer.

**3. Who may enter:**

3.1. All participants must:

- 3.1.1. be citizens of the Republic of South Africa and/or a legal residents of the aforesaid country;
- 3.1.2. be currently residing in the Republic of South Africa at the date of the commencement of the Promotion Period;
- 3.1.3. must be a natural person and be at least 18 (eighteen) years old at the date of the commencement of the Promotion Period;

- 3.1.4. be in the possession of a valid South African identity;
- 3.1.5. Participation in this Promotion includes the Organizer, their directors, members, partners, employees, agents, consultants, any other person who directly or indirectly controls or is controlled by them or any supplier of goods and services in connection with the Promotion and their spouses, life partners, parents, children, siblings, business partners or associates **if they personally purchased a Promotion Device for their own personal use**. Proof of purchase will be verified at the Organizer's discretion;
- 3.1.6. Misrepresentation of participants or in store sales representatives will result in the disqualification of the claim and possible legal action.

**4. How to qualify for the Promotion:**

- 4.1. the participant must, within the Promotion Period:
  - 4.1.1. Be a participant in terms of section 3 above;
  - 4.1.2. Must have made a valid purchase of a Galaxy S22, S22+ or S22 ULTRA ("**Promotion Device**") during the Promotion Period from an authorized Samsung device reseller, list of authorised resellers to be found at the following link (<https://www.samsung.com/za/storelocator/>), or participating Telkom network operator stores.
  - 4.1.3. The participant will be required to utilise the IMEI number of their Promotion Device to apply for a trade-in of their Pre-Owned device as listed in clause 4.1.4 to qualify for the offer detailed in clause 6 below;
  - 4.1.4. Upon the purchase or following the purchase of the Promotion Device, the participant **must trade-in one of the following Pre-Owned Devices ("Pre-Owned Device")** within the Promotion Period:

Device Range:	Device Model:
Samsung S Series	S10, S10e, S10+, S20FE, S20, S20+, S20 Ultra, S21, S21+, S21 Ultra
Samsung Note Series	Note 8, Note 9, Note 10, Note 10 Lite, Note 10 Plus, Note 20, Note 20 Ultra
Samsung Z Series	Z Fold, Z Fold 2, Z Fold3, Z Flip, ZFlip3
Apple iPhone	X, Xs, XR, Xs Max, 11, 11 Pro, 11Pro Max, 12, 12 Pro, 12 Pro Max, 13, 13 Pro, 13 Pro Max
Huawei P Series	P30, P30 Pro, P40, P40 Pro

4.1.5. **The offer outlined in clause 6 below will only be provided to participants in respect of Pre-Owned Device(s) that are deemed by the Trade-In Partner through inspection of the Pre-Owned Device to be a Grade A, B or C device as per the table below:**

<b>Grading:</b>	<b>Description:</b>
<b>Grade A</b>	<b>Device in full working condition</b>
<b>Grade B</b>	<b>Faulty device with physical damage such as scratches, dents, cracks etc.</b>
<b>Grade C</b>	<b>Faulty device with damaged or Faulty LCD</b>
<b>Grade D</b>	<b>Device that does not turn on or that only turns on with an external power source</b>

4.1.6. In the event that the **Pre-Owned Device does NOT switch on without a charger and/or is given a Grade D grading**, then the Pre-Owned Device will not qualify for the offer.

4.1.7. **The grading of the Device will be at the absolute sole discretion of the Trade-in Partner and its decision in this regard will be final.**

**5. Can I qualify more than once for the offer:**

5.1. The Promotion is limited to one Pre-Owned Device per Promotion Device purchased, should there be any dispute in this regard, the Organizer shall be sole adjudicator of the dispute and the Organizer's decision shall be final.

5.2. Participants are therefore limited to only trading in one Pre-Owned Device to qualify for an offer for one Promotion Device.

**6. Offer:**

6.1. The Promotion will afford the participant, an offer as per the below subject to the provisions of clause 4 and clause 7.

6.2. Participants will qualify to receive one of the below:

6.2.1 a cash back or Samsung online store voucher or discount on the purchase of the Promotional Device, to the value of R10 000 (ten thousand rand).

### 6.3. How the offer will apply

#### 6.3.1 Participants paying cash for the Promotion Device from a Participating Retail Partner

Where the participant is paying cash for the Promotion Device from a Participating Retail Partner, list to be found at <https://www.samsung.com/za/storelocator/> (“Participating Retail Partner”), participant may qualify for a discount of R10 000 (ten thousand rand) on the price of the Promotion Device, cash back. The decision to award participant a discount of R10 000 (ten thousand rand) cash back or the gift card will be at the sole discretion of the Participating Retail Partner.

#### 6.3.2 Participants buying the Promotion Device from any participating Telkom network operator store

If the Promotion Device is bought from any participating Telkom network operator store including online, the participant will be eligible to qualify for the R10 000 (ten thousand rand) cash back offer when redeeming the offer on the Trade-In Partner’s online platform;

6.4. Should the trade-in of the Pre-Owned Device be unsuccessful at the sole discretion of the Organizer, the participant will be required to repay the value received directly to the Trade-In Partner (if the participant applied for the trade-in through the Trade-in Partners online platform) or the relevant participating retail store (if the participant applied for the trade-in through a participating retail store). Repayment to be as agreed to in the agreement signed between the Trade-In Partner and participant upon trade in of the Pre-Owned Device. Bank charges will apply.

6.5. An unsuccessful trade-in can take place in circumstances where:

6.5.1 the participant receives the trade in value and the Pre-Owned Device has received a Grade D grading, or the Promotional Device bought by the participant is not a South African SKU (XFA or Xfv); or

- 6.5.2 if it has been established through the relevant blacklisting system checks by the Trade-In Partner that the Pre-Owned Device is not owned by the participant.
- 6.6. Offer is not transferable. No substitution, cash redemption, or assignment of the offer is permitted.
- 6.7 The offer may differ from that shown on the promotional material with regard to colour and specs and same shall be subject to availability and in the Organizer's sole discretion to select same.
- 6.8 The above promotional offer is available on a "while stocks last" basis and the promotor cannot be held accountable once the stock of the Promotional Device has been depleted.
- 6.9 The Organizer reserves the right to change the offer should they deem necessary, to an offer of similar economic value.
- 6.10 Any and all tax implications and liabilities as a result of receiving the offer will be solely borne by the participant.

## **7 Redemption of offer:**

7.1 Participants have an option of redeeming the offer as follows:

7.1.1 redeeming the offer themselves through the Trade-In Partner's online platform when purchased the Promotion Device at a Participating Telkom store,

**7.2 Where the participant has bought the Promotion Device at a Participating Telkom store and elects to redeem the offer themselves using the Trade-In Partner's online platform, participants must follow the below steps.**

**Step 1:** Prepare the Pre-Owned Device(s) you are trading-in to be collected by the Trade-In Partner by:

- (1) backing up files and information from the Pre-Owned Device; and
- (2) perform a factory reset on the Pre-Owned Device; and
- (3) deactivate the Pre-Owned Device from google or iCloud account, and
- (4) remove sim and memory cards.

**Step 2:** Access the Trade-In Partners online trade-in site via <https://trade-in.regener8group.co.za/?tel10k=7446> and select the Promotion Device. Fill in your eligible trade-in device details, fill in your device evaluation criteria and complete your personal information for device collection and pay-out details.

**Step 3:** The device will be collected through the Trade-In Partner or their agent and be delivered to the Trade-In Partner for evaluation in accordance to clause 4.1.5.

**Step 4:** Once participants receive the trade-in value of their Pre-Owned Device by the Trade-In Partner, the participant must agree to the terms and conditions of the Trade-In Partner.

**Step 5:** The final trade-in value will be paid by the Trade-In Partner to a participant who submitted a valid IMEI number confirming they purchased a Promotion Device from a participating retail partner, and by way of an EFT payment or a Samsung online store voucher to the Participant. Participant may elect if they wish to receive an EFT cash back payment or Samsung online store voucher.

## **8 Limitation of Liability:**

8.1 To the extent permitted by Consumer Protection Act and any other applicable law:

8.1.1 The participant hereby indemnifies the Organizer 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 entrance to the Promotion.

8.1.2 the Organizer 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).

## **9 General**

9.1 Data charges may be incurred by the participant during the redemption process of the offer and the Organizer will not be responsible for any such costs. Network rates apply.

9.2 Cost associated with redemption process of the offer will be for the participants and the Organizer will not be responsible for any such costs.

- 9.3 The Organizer accepts no responsibility for entries lost, misdirected, illegible, incorrect information, late, mutilated or altered. Entries that do not comply with these Terms and Conditions will be disqualified.
- 9.4 All personal information exchanged with the usage of third party applications will not be monitored or controlled by the Organizer. The participant bares the responsibility to ensure that it is aware of the terms and conditions applicable to usage of 3rd party applications. The participant understands and agrees to indemnify the Organizer from all liability arising from whatsoever nature.
- 9.5 In accordance with the confidentiality policies and practices of the Organizer, none of the entry details of any participant in this Promotion will be disclosed or used by the Organizer for any purposes other than for entry into the Promotion and in accordance with clause 9.7 below.
- 9.6 Participants acknowledge and accept that the Organizer shall utilise a third party (the "Organizer's authorized agent/s") to contact the participant, in the event that the participant qualifies for the Promotion, and to arrange delivery of the offer, where applicable. In order to affect the contacting and delivery process, the Organizer shall provide the participant's information to such third party.
- 9.7 By participating in the Promotion, the participants agree that the Organizer 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 Organizer for such purpose. The Organizer 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 Organizer's affiliates and third party service providers in any country. Details of participants will not be used by the Organizer for Samsung related communication should the participants opt-out to receive further communication from the Organizer.
- 9.8 Information regarding the Promotion that is published on authorized advertising material will also form part of the Terms and Conditions of the Promotion. In the event however, of any conflict between the advertising material and these Terms and Conditions, these Terms and Conditions will prevail.
- 9.9 The Organizer may in their 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 trade in partner's website <https://trade-in.regener8group.co.za/switchtogalaxy/s22-guaranteed-value-terms-conditions/>

- 9.10 The onus rests on the participant to constantly check the website for updates to the terms and conditions.
- 9.11 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 Organizer, including but not limited to technical difficulties, unauthorized intervention or fraud, the Organizer reserve the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the Promotion as appropriate, subject to the approval of relevant regulatory authorities.
- 9.12 Save as permitted by Law, the Organizer reserves the right to cancel, suspend or terminate this Promotion, without notice at any time, and such cancellation, termination or termination shall be deemed to have taken effect from the date of publication on the trade in partner's website <https://trade-in.regener8group.co.za/switchtogalaxy/s22-guaranteed-value-terms-conditions/>
- 9.13 No liability shall lie against the Organizer in favour of any participant, participant(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 Organizer and hereby acknowledge that they will have no right of recourse or claim of any nature whatsoever against the Organizer.
- 9.14 This Promotion is governed by these Terms and Conditions, as well as those of the relevant authorized Participating Retail Stores, associated with this Promotion.
- 9.15 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.
- 9.16 The Organizer 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 offer owing to, but not limited to, stock unavailability, strike, lock out, destruction of offer on route by any means, 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.
- 9.17 If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:

9.17.1 It will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible;

9.17.2 It will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.

## **10 Consumer Protection Act:**

10.1 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 (the "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.