

TERMS AND CONDITIONS FOR THE PALETTE (S21) PRE-LAUNCH OFFER

Please read this 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. Samsung Galaxy S21 Series 5G (“Promotion”).

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

2. Promotion Period:

2.1. The Promotion for the Pre-Order will run from **14th January 2021 [19:00]** to **4th February 2021 [23:59]** on selected Qualifying Products (“the Promotion Period”)

2.2. The participant will have from the **14 January 2021 (00h00)** to **19 February 2021 (23h59)** to redeem the Offer from the Samsung Members Application. (“Redemption Period”) and/or while stocks last.

2.3. The Promotion Period may be extended or curtailed at the discretion of the Organiser.

3. Who may enter:

- (a) All participants must be citizens of the Republic of South Africa and/or legal residents of the aforesaid country;
- (b) be currently residing in the Republic of South Africa at the date of the commencement of the Promotion Period;
- (c) be a natural person and be at least eighteen (18) years old at the date of the commencement of the Promotion Period;
- (d) be in the possession of a valid South African identity.
- (e) have made a valid purchase of a Samsung Galaxy S21, S21+ or S21 Ultra,

with a valid IMEI number, purchased within the Republic of South Africa from an authorised network operator, retail outlet or online.

- (f) be in the possession of a valid Proof of Purchase with verifiable details such as IMEI number, outlet from which the device was purchased from, and in other cases, the name of the purchaser.
- 3.2. Participation in this Promotion excludes the Organiser, 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, unless:
- (a) Participation in this promotion does include the Organiser, 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, **if they personally purchased a Samsung Galaxy S21 or S21+ or S21 Ultra for their own personal use**. Proof of purchase will be verified at the Promoter's discretion.
 - (b) Misrepresentation of customers by 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:
- (a) Be a participant as set out in 3 above;
 - (b) Purchase any Qualifying Device from an authorised network operator, retail outlet or online, within the Republic of South Africa;
 - (c) Retain proof of purchase of the Qualifying Device, which will take the form of an invoice or electronic slip;
 - (d) Have downloaded the Samsung Members Application from the Samsung Galaxy Store or Google Play Store on the Qualifying Device and be a registered subscriber of the Samsung Members Application managed by the Organiser.

5. Can I qualify more than once for the Promotion:

- 5.1. **The Pre-Order Promotion** is limited to **one (1) Samsung Galaxy Buds Pro or Galaxy Buds Live, Galaxy Smart Tag and Samsung Care+ at R499 once off** per valid device purchased (identifiable by the unique IMEI number).

5.2. 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

6. Offer:

6.1. The Promotion (Pre-Order 14th January 2021 – 4 February 2021) will afford the participant the opportunity to receive **one (1) Samsung Galaxy Buds Pro or Galaxy Buds Live, Galaxy Smart Tag and Samsung Care+ at R499 once off.**

6.2. The Offer is not transferable. No substitution, cash redemption, or assignment of the Offer is permitted.

6.3. The Offer is provided on a first come first serve basis and while stocks last.

6.4. 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 Organiser's sole and absolute discretion to select same.

6.5. The Offer is available on a "while stocks last" basis and the Organiser cannot be held accountable once the stock of the promotional Offer has been depleted.

7. Redemption:

7.1. To redeem your Offer, the participant must follow the following steps and/ or instructions:

(a) **Step 1:** Purchase and activate the Qualifying Device, which Qualifying Device must be purchased from any Samsung authorised network operator, participating retail outlet, Samsung e-Store or online within the Republic of South Africa during the Promotion Period.

(b) **Step 2:** Have all current Samsung software updates downloaded and installed from the settings menu on the Qualifying Device.

(c) **Step 3:** Download Samsung Members Application from the Samsung Galaxy Store or Google Play Store on his/her Qualifying Device.

(d) **Step 4:** Register for a Samsung Members account, then click on "Galaxy S21 complimentary gift promotional banner in the "Benefits" section of the Samsung Members Application and follow the prompts.

(e) **Step 5:** Upload the proof of purchase of their Qualifying Device and complete and submit an online form with participant's details, which form must include participant's delivery address and contact information.

- (f) **Step 6:** Upon submitting the online form (referred to in clause (e)) the participant will receive an e-mail confirming their submission of the online form was successful. In the same email, the participant will receive a CIT number that must be used by the participant to escalate any queries pertaining to their submission.
- (g) **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
- (h) **Step 8:** The organiser will then arrange for delivery of the offer according to the delivery details provided by the participant.

7.2. A participant must redeem the Offer within the Redemption Period.

- 7.3. The Organizer 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, subject to clause 7.4 below.
- 7.4. Errors and omissions may be accepted at the Organizer's sole discretion. Failure by the Organizer to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 7.5. It is the participant's responsibility to ensure that any information provided to the Organizer is accurate, complete and up to date.
- 7.6. The participant will be required to provide the Organiser with a day time address to enable delivery of the promotional Offer.
- 7.7. Offers can only be redeemed through the Samsung Members Application.
- 7.8. The Organiser will not be responsible for any costs associated with the redemption process of the Offer.

8. Terms of Delivery:

- 8.1. Delivery will take place approximately four (4) to five (5) days after validation.
- 8.2. Organiser does not accept any responsibility for late/non arrivals and/or any damage to the Samsung Galaxy Buds Pro or Galaxy Buds Live, Galaxy Smart Tag that may arise during its delivery to the participant.
- 8.3. Should the participant fail to supply valid proof of purchase through the Samsung Members Application, the Offer will be forfeited.
- 8.4. Sales representatives employed at participating stores may not claim the Offer on behalf of a purchasing customer. Participants must redeem the Offer on their own behalf.

- 8.5. Delivery will take place in accordance with Covid-19 regulatory requirements (if any) and on receipt of the participant's valid and correct delivery details supplied by the participant through the Samsung Members Application.
- 8.6. Should the participant fail to supply correct and valid delivery details upon redemption of the Offer through the Samsung Members Application, the Offer will be forfeited.
- 8.7. Delivery will occur by way of courier and the Organiser does not accept any responsibility for late/non arrivals and/or any damage to the Offer that may arise during its delivery to the participant.
- 8.8. In the event that the participant is unreachable or fails to claim delivery after 2 (two) attempts to deliver over a period of 10 (ten) working days it shall be forfeited.
- 8.9. The participant must present a valid identity document at the time of delivery.
- 8.10. Deliveries will only be made within the borders of the Republic of South Africa.
- 8.11. Deliveries will occur from Monday to Friday during regular office hours (08h00 to 17h00) and no deliveries will be made on public holidays or over the weekends. Delivery may be delayed due to South African Government regulations imposed as a result of the Covid-19 pandemic.

9. Limitation of Liability:

- 9.1. To the extent permitted by Consumer Protection Act No 68 of 2008 and any other applicable law:
 - (a) The participant and/or winner(s) 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 entrance to the Promotion.
 - (b) 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).
 - (c) All personal information exchanged with the usage of third party applications will not be monitored or controlled by the Organiser. 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 Organiser from all liability arising from whatsoever nature.

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 9.7 below.
- 10.2. The participant is bound by the Samsung Members application terms and conditions, where more specifically, only one (1) account per Device is permitted to be registered for use of the Samsung Members application. Should there be any dispute in this regard, the Organisers shall be sole adjudicator of the dispute and the Organisers decision shall be final.
- 10.3. The Samsung Members application is downloadable from Galaxy Store and Google Play Store and it is supported on the Samsung Galaxy S21, S21+ and S21 Ultra. 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.
- 10.4. 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, unauthorized intervention or fraud, the Organiser reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any participant; or (b) to modify, suspend, terminate or cancel the Promotion as appropriate, subject to the approval of relevant regulatory authorities.
- 10.5. Data charges may be incurred for downloading the Samsung Members application. Network rates apply.
- 10.6. Participants acknowledge and accept that the Organiser shall utilise a third party agent to contact the participant to arrange delivery. In order to affect the contacting and delivery process, the Organiser shall provide the participant's information to such third party agent.
- 10.7. 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.
- 10.8. Information regarding the Promotion that is published on authorized advertising material will also form part of the Terms and Conditions of the Promotion.

- 10.9 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.
- 10.10 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.
- 10.11 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 Organiser, including but not limited to technical difficulties, unauthorized intervention or fraud, the Organiser reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any participant; or (b) to modify, suspend, terminate or cancel the Promotion as appropriate, subject to the approval of relevant regulatory authorities.
- 10.12 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/](http://www.Samsung.com/za/offer/) 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.
- 10.13 This Promotion is governed by these Terms and Conditions, as well as those of the relevant authorized participating stores, associated with this Promotion.
- 10.14 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.
- 10.15 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.
- 10.16 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 Galaxy Buds+ device owing to, but not limited to, stock unavailability, strike, lock out, destruction of the Galaxy Buds+ device 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.

10.17 If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:

- (a) 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; and
- (b) 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.

11. Consumer Protection Act:

11.1 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.

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