

## PROMOTION TERMS & CONDITIONS FOR THE SAMSUNG S21 GUARANTEED TRADE-IN VALUE PROMOTION

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. Please refer to this website for the current Terms and Conditions for this Promotion:

<https://trade-in.regener8group.co.za/switchtogalaxy/telkom-terms-conditions/>

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

### 1. Promotion:

**SAMSUNG S21 GUARANTEED TRADE-IN VALUE (“Promotion”).** The promoter is Samsung Electronics South Africa (Proprietary) Limited, Registration number: 1994/003872/07 and/or its agencies (“**Organizer**”). The trade-in partner of the Promotion is Regener8 Group Proprietary Limited, Registration number: 2017/308339/07 and/or its agencies (“**trade-in partner/ Regener8**”). An authorized Samsung reseller and participating retailer of the Promotion is Telkom SA SOC Limited, Registration Number 1991/005476/30 and/or its agencies (“**Telkom**”).

### 2. Promotion Period:

- 2.1. The Promotion will run from the **08 February 2021 (00h00) to 31 August 2021 (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. must 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.

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

4.1. the participant must:

4.1.1. Be a participant in terms of section 3 above.

4.1.2. **must have purchased** a Galaxy S21 or S21 + or S21 Ultra ("**Promotion Device**") during the Promotion Period from an authorized Samsung device reseller.

4.1.3. The participant will be required to utilise the IMEI number of their Promotion Device to apply for an online trade-in of their pre-owned device as outlined in clause 4.1.4 to qualify for the Offer detailed in clause 6 below. **NOTE Under clause 5 below, if you have participated in the Samsung S21 Trade in Bonus Value promotion between 26 January 2021 to 28 February 2021 ("S21 Trade in Bonus Value Promotion") and were successful in the redemption of such promotion, you CANNOT participate in this Promotion.**

4.1.4. Following the purchase of the Promotion Device, the participant **must trade-in any of the following pre-owned devices ("Promotion Pre-owned Device)** within the Promotion Period:

<b>Device Range:</b>	<b>Device Model:</b>
Samsung S Series	Galaxy S7,S7 Edge, S8, S8 Plus, S9, S9 Plus, S10 E, S10 Lite, S10, S10 Plus
Samsung Note Series	Galaxy Note8,Note9, Note 10,Note 10 Plus
Apple iPhone	8, 8 plus, X, XR, Xs, Xs Max, SE (2020)
Huawei Mate Series	Mate 20, Mate 20 RS, Mate 20 Pro, Mate 20X, Mate 30, Mate,30 Pro,
Huawei P Series	P 30, P30 Pro, P 40

4.1.5. **The Offer outlined in clause 6 below will only be provided in respect of Promotion Pre-owned Devices that are deemed by the trade-in partner through inspection of the Promotion 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>

4.1.6. In the event that the **Promotion Pre-owned Device does NOT switch on with a charger and is given a level D grading**, then the Promotion Pre-owned Device will not qualify for the Offer and the normal trade-in value offered for a Grade D device will be paid for that device.

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

- 5.1. The Promotion is limited to one entry 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. Exclusion of entry to this Promotion is based on the participation and redemption of the S21 Trade in Bonus Value Promotion.
- 5.3. A participant who purchased a Promotion Device from either the Samsung Online Store or Samsung brand store and then successfully redeemed the S21 Trade in Bonus Value Promotion will not be allowed to participate and redeem the Offer in this Promotion (the terms and conditions of the S21 Trade in Bonus Value Promotion can be found on <https://trade-in.regener8group.co.za/switchtogalaxy/s21-terms-conditions/>)
- 5.4. A participant who has an eligible Promotion Pre-owned Device and has purchased a Promotion Device between 8 February to 28 February 2021, making them eligible for both this Promotion and the S21 Trade in Bonus Value Promotion will **NOT be allowed to redeem both** and he/she must therefore redeem one or the other.

**6. Offer:**

- 6.1. The Promotion will afford the participant the opportunity to receive a minimum of R4,800.00 (inclusive of VAT) ("**Guaranteed Value**") for a trade-in done with one of the Promotion Pre-owned Devices outlined in clause 4.1.4 when they purchase a Promotion

Device, provided the Promotion Pre-owned Device are deemed by the trade-in partner to be a Grade A, B or C device as set forth in clause 4.1.5 (“**the Offer**”).

- 6.2. The Guaranteed Value will be paid out in cash to the participant if the participant applies for the trade-in through the Samsung online trade in platform link found on <https://trade-in.regener8group.co.za/telkomgv>
- 6.3. The Guaranteed Value will be paid out to participants who submit a valid IMEI number confirming they purchased a Promotion Device as part of the online trade-in process found on <https://trade-in.regener8group.co.za/telkomgv>. **Note: In consideration of the 10-day cooling-off period, if the participant decides to cancel their trade-in they will be expected to repay the full Guaranteed Value back to Regener8. Bank charges will apply.**
- 6.4. Offer is not transferable. No substitution, cash redemption, or assignment of the Offer is permitted.
- 6.5. 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.
- 6.6. 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 Offer has been depleted.

## 7. **Limitation of Liability:**

- 7.1. To the extent permitted by Consumer Protection Act and any other applicable law:
  - 7.1.1. 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.
  - 7.1.2. 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).
- 7.2. 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.
- 7.3. Network rates apply.

## 8. Redemption of Offer:

To redeem your Offer in relation to the Promotion Device, the participant must follow the following steps and/ or instructions:

### 8.1. Online trade-in for Guaranteed Value redemption via Regener8:

- 8.1.1. **Step 1:** You must have purchased and receive the Promotional Device from an authorised Samsung reseller.
- 8.1.2. **Step 2:** Apply to trade-in your pre-owned Promotional Device on <https://trade-in.regener8group.co.za/telkomgy> .During the registration process there will be a section where you will need to provide the IMEI number of your new Promotion Device which will be validated immediately to confirm:
  - 8.1.2.1. if the promotion Device was purchased during the Promotional Period; and
  - 8.1.2.2. That you have not redeemed the R 3 000 bonus trade-in value in terms of the S21 Trade in Bonus Value Promotion, prior to participating in this Promotion.
- 8.1.3. **Step 3:** Add your personal details, banking details, collection address of where Regener8 can collect the Promotion Pre-owned Devices you want to trade-in, as well as the terms and conditions of the trade-in request.
- 8.1.4. **Step 4:** Regener8 will organise a courier service to collect your Promotion Pre-owned Device within approximately 2-3 working days from the date that you submitted your details. **Note: You may submit just the Promotion Pre-owned Device alone without its accessories**
- 8.1.5. **Step 5:** Prepare your Promotion Pre-owned Device for collection by (1) backing up files and information from the device (2) perform a factory reset (3) deactivate device from google or iCloud account (3) remove sim and memory cards.

- 8.1.6. **Step 6:** Once Regener8 has received your Promotion Pre-owned Devices for trade-in, they will assess it and provide you with a final trade-in amount, **which may either be the Guaranteed Value or a higher value based on whether the criteria in clause 4.1.5 have been met. Payment of the Guaranteed Value amount will be based on whether the criteria in clause 4.1.5 have been met. In the event that the criteria in clause 4.1.5 have not been met and or the device is given a level D grading (as contemplated in clause 4.1.6) the final trade-in amount will be an amount lower than the Guaranteed Value, which amount you are entitled to accept.**
- 8.1.7. **Step 7:** In the event that you agree to the trade-in value provided by Regener8, which value may be the Guaranteed Value or a higher or lower amount than the Guaranteed Value, the participant must agree to the terms and conditions of Regener8's trade-in agreement.
- 8.1.8. **Step 8:** By agreeing to conclude the trade-in and the final trade-in amount, your Promotion Pre-owned Device will be held for a 10 day cooling off period.
- 8.1.9. **Step 9:** After the cooling off period has lapsed, Regener8 group will pay you the final trade-in amount, which amount may either be the Guaranteed Value or an amount higher than the Guaranteed Value or an amount lower than the Guaranteed Value (which will be dependent upon whether the criteria set out in clause 4.1.5 or 4.1.6 have been met) in cash, into a valid bank account which you would have provided.

## 9. **General:**

- 9.1. 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 9.3 below.
- 9.2. 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's shall provide the participant's information to such third party.

- 9.3. 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.
- 9.4. The Organizer may require the participant to be identified and photographed. Photographs may be published in printed media, or the participant may be required to appear on radio and television when accepting their Offer and/or after having received their Offer. The participant will be given the opportunity to decline to the publication of their images and to participate in the Organizer's marketing material in so far as it relates to the Promotion.
- 9.5. 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.
- 9.6. The Organizer's 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 Organizer's website <https://trade-in.regener8group.co.za/switchtogalaxy/telkom-terms-conditions/>. The onus rests on the participant to constantly check the website for updates to the terms and conditions.
- 9.7. 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.
- 9.8. 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 Organizer's website

<https://trade-in.regener8group.co.za/switchtogalaxy/telkom-terms-conditions/>.

No liability shall lie against the Organizer in favor 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.

- 9.9. This Promotion is governed by these Terms and Conditions, as well as those of the relevant authorized participating retail stores, associated with this Promotion.
- 9.10. 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.
- 9.11. 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.
- 9.12. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
  - 9.12.1. 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;
  - 9.12.2. 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.