

PROMOTION TERMS & CONDITIONS FOR THE SAMSUNG A SERIES R500 BONUS VALUE OFFER

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. Please refer to this website for the current Terms and Conditions for this Promotion on <https://trade-in.regener8group.co.za/r500-bonus-value/#tradein>

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

1. Promotion:

A SERIES R500 BONUS VALUE OFFER (“Promotion”). The promoter of the Promotion 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**”)

2. Promotion Period:

- 2.1. The Promotion will run from the **18 March 2021 (00h00) to 30 April 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 clause 3 above;
 - 4.1.2. must have purchased a Galaxy A32, A32 5G, A52 or A72 (“Promotion Device”) 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 a trade-in of their Pre-owned device for the Offer detailed in clause 6 below.
 - 4.1.4. Following the purchase of the Promotion Device, the participant **must tradein a Pre-owned Samsung or non-Samsung device** (i.e. smart phone, smart watch, tablet, laptop etc. that Regener8 accepts as an eligible device) within the Promotion Period that is purchased by trade-in partner as part of the online trade-in process.

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.

6. Offer:

- 6.1. The Promotion will afford the participant the opportunity to receive R 500.00 (inclusive of VAT) ("Bonus Value") for a trade-in of a Pre-owned Device when they purchase a Promotion Device. The Bonus Value will be paid out in cash if the participant applies for the trade in through the Samsung online trade in platform and/or links found on <https://trade-in.regener8group.co.za/switchtogalaxy/>. Should the participant redeem the offer from other participating retailers the amount will be paid out through a reduction on items purchased from that retailer or vouchers for that retailer. Should the trade-in be unsuccessful, the participant will be required to return the Bonus Value to the issuer of Bonus Value pay out or our Trade in Partner directly. Ban charges will apply.
- 6.2. The Bonus 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.
- 6.3. Offer is not transferable. No substitution or assignment of the Offer is permitted.
- 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 Organizer's sole discretion to select same.
- 6.5. 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:

- 8.1. **To redeem your Offer in relation to online trade-in for Bonus Value 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/r500-bonus-value/#tradein> or any other promotional online link provided to you from a participating retailer offering the Bonus Value through online redemption. 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
 - 8.1.3. **Step 3:** Add your personal details, banking details, collection address of where Regener8 can collect the Promotion Pre-owned Device/s 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 2-3 working days.
Note: When you trade-in a smart phone you can submit the device only, however when you trade-in tablets or wearables or laptops you are required to provide the original accessories which were received with your device upon purchase, in particular the charging cable(s) for the device.
 - 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;

- (4) 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 you must agree to before receiving a final trade-in agreement from Regener8.
- 8.1.7. **Step 7:** 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.
- 8.1.8. **Step 8:** After the cooling off period has lapsed, Regener8 group will pay you the residual value of your Promotion Pre-owned Device and the R500 Bonus Value 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 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/r500-bonus-value/#tradein> . 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/r500-bonus-value/#tradein> .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.

- 9.9. This Promotion is governed by these Terms and Conditions, as well as those of the relevant authorized participating retailers, 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:
- 9.13. 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;
- 9.14. 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, 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.