

TERMS AND CONDITIONS FOR THE SAMSUNG CARE PLUS (24 MONTHS SERVICE PLAN) R499 ONCE-OFF PROMOTION FOR GALAXY NOTE 20 AND NOTE 20 ULTRA

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. 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 Care Plus (24 month service plan) R499 promotion for Galaxy Note 20 and Note 20 Ultra** (“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").

2. **Promotion Period:**
 - 2.1 The Promotion will run from **12 August 2020 at 00h00 to 30 September 2020 at 23h59**. (“Promotion Period”) in the Republic of South Africa.
 - 2.2 The Promotion Period may be extended or curtailed at the discretion of the Organizer.
 - 2.3 The Promotion is valid while stocks last.

3. **Who may enter:**
 - 3.1 All participants must:
 - 3.1.1. be citizens of the Republic of South Africa and/or 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. 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 document at the time of redemption of the Offer .

- 3.1.5. Purchase a Samsung Galaxy Note 20 or Note 20 Ultra (“Qualifying Device”) with stock keeping unit (“SKU”) number XFA or XFV in stores that are operating within the Republic of South Africa.
- 3.1.6. Only a Qualifying Device with SKU number: XFA or XFV will be eligible. What this means is that a non-counterfeit Qualifying Device purchased locally or imported from another country outside of South Africa, will not qualify for the purpose of this Promotion (“Parallel Device”). Parallel Devices will have SKU numbers other than XFA or XFV and will therefore not qualify for this Promotion.

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

- 4.1. the participant must within the Promotion Period:
 - 4.1.1. Purchase a Qualifying Device with SKU number: XFA or XFV at any local Samsung Authorised network operator, retail outlet or online, during the Promotion Period to qualify for the Offer. The Samsung Care Plus Plan is subject to further terms and conditions which can be found on the following website: <https://images.samsung.com/is/content/samsung/p5/za/mobile/careplus/terms-and-conditions/ExecutionVersion-SCPremiumCommercialTCs18052020.pdf>;
 - 4.1.2. Switch on their Qualifying Device and connect to the internet;
 - 4.1.3. Go to <https://www.samsung.com/za/offer/note20-preorder-care-plus-terms> via mobile phone or desktop computer;
 - 4.1.4. Click the Buy Now button;
 - 4.1.5. Complete the application form; and
 - 4.1.6. make the online once off payment of R499.
- 4.2. No claims for or activation of the Samsung Care Plus R499 promotion, in respect of a Qualifying Device purchased during the Promotion Period will be accepted or processed after **30 September 2020 (23h59)**.
- 4.3. Proof of purchase of the Qualifying Device may be required by the Organiser as part of the redemption process.
- 4.4. Only a Qualifying Device with SKU number: XFA or XFV will be eligible. Any and all Parallel Devices will not qualify for the purpose of this Promotion.

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

- 5.1. The Promotion is limited to 1 (one) Samsung Care Plus Plan per valid Qualifying Device purchased (identifiable by the unique IMEI number).
 - 5.2. 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 a once-off promotional/ discounted price of R499 (including VAT) for the 24 months Samsung Care Plus Plan ("**Offer**") during the Promotion Period.
 - 6.2. The Offer is not transferable. No substitution, cash redemption, or assignment of the Offer is permitted.
 - 6.3. **An additional repair fee of R999 (nine hundred and ninety nine rand) will be applicable and is to be paid by the participant for each accidental damage repair that is provided in the twenty-four (24) month period of the Samsung Care Plus Plan.**

7. **Terms of Activation:**
 - 7.1. The Samsung Care Plus Plan must be purchased by way of a once off payment in the sum of R499 by the participant within the Promotion Period.
 - 7.2. Should the participant fail to supply valid and/ or correct application details upon redemption of the Samsung Care Plus promotion through the application form found on the following website, the Offer will be forfeited: Go to <https://www.samsung.com/za/offer/note20-preorder-care-plus-terms> to complete the application form.

8. **Limitation of Liability:**
 - 8.1. To the extent permitted by Consumer Protection Act No 68 of 2008 and any other applicable law:
 - 8.1.1. The participant and/or winner(s) 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 participants 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).

8.1.3. Data charges may be incurred by the participant during the redemption process of the Offer and the Organiser will not be responsible for any such costs.

8.1.4. Network rates apply.

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 9.4 below.

9.2. Upon purchase of the Samsung Care Plus Plan, the participant will be bound by the Samsung Care Plus terms and conditions (<https://images.samsung.com/is/content/samsung/p5/za/mobile/careplus/terms-and-conditions/ExecutionVersion-SCPremiumCommercialTCs18052020.pdf>);). Should there be any dispute in this regard, the Organizers shall be sole adjudicator of the dispute and the Organizers decision shall be final.

9.3. Participants acknowledge and accept that the Organizer shall utilise a third party agent to issue and administer the Samsung Care Plus Plan. In order to affect the contacting process, the Organizer shall provide the participant's information to such third party agent.

9.4. 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.

9.5. Information regarding the Promotion that is published on authorized advertising material will also form part of the Terms and Conditions of the Promotion.

9.6. The Organizer 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 Organizer'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.

9.7. The Organizer 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 Organizer's discretion. Failure by the Organizer to enforce any of its rights at any stage does not constitute a waiver of those rights.

- 9.8. 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 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.
- 9.9. 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, suspension or termination shall be deemed to have taken effect from the date of publication on the Organizer's website <http://www.samsung.com/za/offer/>. No liability shall lie against the Organizer 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 Organizer and hereby acknowledge that they will have no right of recourse or claim of any nature whatsoever against the Organizer.
- 9.10. This Promotion is governed by these Terms and Conditions, as well as those of the relevant authorized participating stores, associated with this Promotion.
- 9.11. The Organizer and its agencies reserve the right to correct any errors and/or omissions in relation to the Promotion. These Terms and Conditions will supersede any errors and/or omissions on any publicly communicated documentation or marketing material.
- 9.12. 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.
- 9.13. 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, breakdown of equipment, 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.

- 9.14. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
 - 9.14.1. 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;
 - 9.14.2. 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.