

COMPETITION TERMS & CONDITIONS

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. If you do not agree with these Terms and Conditions, please do not participate in this Competition (“Competition”). Please refer to this website for the current Terms and Conditions for this Competition. www.samsung.com/za/offer

All participants during the term of this Competition agree to be bound by the following terms and conditions:

1. Competition:
Galaxy Summer TV Give-away (“Competition”). The Organiser of the Competition is Samsung Electronics South Africa (Proprietary) Limited, Registration number: 1994/003872/07 and/or its agencies (“Organiser”).
2. Competition Period:
 - 2.1 The Competition will run from 01 November 2018 (09:00) to 06 January 2019 (23:59) (“the Competition Period”).
 - 2.2 The duration of the Competition may be extended or curtailed at the discretion of the Organiser.
3. Who may enter:
 - 3.1 All participants must :
 - a. be citizens of the Republic of South Africa and/or a legal residents of the aforesaid country,
 - b. must be currently residing in the Republic of South Africa at the date of the commencement of the Competition Period.,
 - c. must be a natural person and be at least 18 (eighteen) years old at the date of the commencement of the Competition Period.
 - 3.2 Participation in this Competition 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 Competition and their spouses, life partners, parents, children, siblings, business partners or associates .

4. How to enter the Competition:

4.1 The participant must:

4.1.1 be a participant as set out in clause 3.1 above; and

4.1.2. Purchase either one of the following Samsung devices during the Competition Period:

Samsung Galaxy S9

Samsung Galaxy S9+

Samsung Galaxy Note9

Samsung Galaxy A7

Samsung Galaxy J6+

Samsung Galaxy J4+

("the Qualifying Devices")

4.2. A purchase of any one of the Qualifying Devices listed above will give the participant automatic entry into the competition.

4.3. Entry to this Competition does not make any participant a winner.

4.4. The Organiser 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 4.5 below.

4.5. 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.

4.6. It is the participant's responsibility to ensure that any information which you provide to the Organiser is accurate, complete and up to date.

5. Can I enter more than once:

5.1 The Competition is limited to one entry per participant per device purchased. 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. Prize:

6.1. The Competition will include an opportunity for the participant to be entered into a lucky draw with the chance of winning Samsung TVs up to the value of R 5 million.

6.1.1. A participant who purchases a Galaxy S9, Galaxy S9+ or Galaxy Note9 during the Competition Period qualifies for a 75" or 65" QLED TV ("Prize").

- 6.1.2. A participant who purchases a Galaxy A7 during the Competition Period qualifies for a 55" UHD TV ("Prize").
- 6.1.3. A participant who purchases a Galaxy J6+ or J4+ during the Competition Period qualifies for a 43" or 32" UHD TV ("Prize").
- 6.2. Prize is not transferable. No substitution, cash redemption, or assignment of the Prize is permitted.
- 6.3. The Organiser reserves the right to change the prize should they deem necessary, to a prize of similar economic value.
- 6.4. The Prize may differ from that shown on the promotional material with regard to colour and specs.
- 6.5. The Prize shall be subject to stock availability and in the event of no stock being available the Organiser in its sole discretion shall determine a suitable replacement in accordance with the Terms and Conditions.
- 6.6. Any and all tax implications and liabilities as a result of winning the Prize will be solely borne by the winner.

7. Draw:

- 7.1 The weekly lucky draw will be held by the Organiser on the following dates:
Tuesday, 6 November 2018
Tuesday, 13 November 2018
Tuesday, 20 November 2018
Tuesday, 27 November 2018
Tuesday, 4 December 2018
Tuesday, 11 December 2018
Tuesday, 18 December 2018
Thursday, 10 January 2019
- 7.2 The draw will be supervised by an independent auditor or a registered accountant, or an attorney or an advocate.
- 7.3 The draw results to determine the winners are final and no correspondence will be entered into.
- 7.4 If for any unforeseen reason the draw cannot take place on the aforesaid date, then the Organiser will endeavour to conduct the draw within a reasonable period thereafter and shall provide details of the new draw date on the www.samsung.com/za/offer.

8. Limitation of Liability:

- 8.1 To the extent permitted by Consumer Protection Act 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 participants entrance to the Competition.
 - b. The Organiser excludes all warranties (express or implied), representations and liabilities regarding this Competition (other than for death or personal injury caused by its negligence and/or fraud).

9. General:

- 9.1 The Organiser reserves the right, at any time, to verify the validity of entries and participants (including but not limited to a participant's identity, age and place of residence) and to disqualify any participants who submit an entry that is not in accordance with these terms and conditions or who tampers with the entry process.
- 9.2 The winners will be called on the winner's mobile number supplied by the winner when entering the Competition. The Organiser shall attempt to contact the winner five (5) times for a period of five (5) working days after his or her name is drawn as a winner, whereafter the winner will forfeit the prize as set out in clause 9.3 below.
- 9.3 In the event that the winner is unreachable as set out in clause 9.2 above, ineligible, or fails to claim or accept delivery of the Prize, the Prize shall be forfeited to another winner based on the Terms and Conditions. Samsung shall in its own discretion determine the time period for a Prize to be claimed or for deliver to be accepted.
- 9.4 In accordance with the confidentiality policies and practices of the Organiser, none of the entry details of any participant in this Competition will be disclosed or used by the Organiser for any purposes other than for entry into the Competition and in accordance with clause 9.5 and 9.7 below.
- 9.5 Participants acknowledge and accept that the Organiser shall utilise a third party (the "Organiser's authorized agent/s") to contact the participant, in the event that the participant is a winner, and to arrange delivery of the Prize. In order to affect the contacting and delivery process, the Organiser's shall provide the participant's information to such third party.

- 9.6 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.
- 9.7 The winner consents to the Organiser contacting the winner on live radio and announcing that he/she is a winner and/or the Organiser filming the winner and the delivery of the Prize to the winner and such film being aired on the Sunrise Morning Show on the eTV channel. The winner further consents to the announcement and/or film being posted on the Organiser's Facebook, Twitter and/or Instagram page. The winner acknowledges that he/she has the right to refuse giving such consent and that he/she may withdraw her consent at any time.
- 9.8 Information regarding the Competition that is published on authorized advertising material will also form part of the terms and conditions of the Competition.
- 9.9 The Organiser'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 Organiser's website www.samsung.com/za/offer. The onus rests on the participant to constantly check the website for updates to the terms and conditions.
- 9.10 If this Competition 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 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 Competition as appropriate, subject to the approval of relevant regulatory authorities (if required).
- 9.11 Save as permitted by Law, the Organiser reserves the right to cancel, suspend or terminate this Competition, 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 Organiser's website www.samsung.com/za/offer. No liability shall lie against the Organiser in favor 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.

- 9.12 This Competition is governed by these terms and conditions, as well as those of the relevant authorized participating stores, associated with this Competition.
- 9.13 Any dispute or claim arising out of or in connection with the Competition shall be governed by and construed in accordance with the laws of South Africa.
- 9.14 The Organiser reserve the right to withhold the Prize until it is entirely satisfied that the claimant of the Prize is the bona fide winner, and reserves the right to call for such proof as it may deem necessary.
- 9.15 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 Prize owing to, but not limited to, stock unavailability, strike, lock out, destruction of Prize on route to winner 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.
- 9.16 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;
 - 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.

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.