

## TERMS AND CONDITIONS FOR THE SAMSUNG GALAXY A31 AND SAMSUNG GALAXY BUDS+ BUNDLE 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. 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 A31 and Samsung Galaxy Buds+ (SM-R175NZKAXFA) Bundle (“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 will run from 15<sup>th</sup> May 2020 (00h00) to 31<sup>st</sup> August 2020 (23h59) (“the Promotion Period”) and/or while stocks last, from an authorised network operator, retail outlet or online, within the Republic of South Africa. The offer is limited to the first four thousand (4,000) redeeming customers.

### 3. Who may enter:

- 3.1. All participants must:
  - (a) 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 document at the time of redemption of the Samsung Galaxy Buds+.
  - (e) made a valid purchase of a Samsung Galaxy A31, with a valid IMEI number, purchased within the Republic of South Africa from an authorised network operator, retail outlet or online.

3.2. Participation in this Promotion includes 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, provided the following is adhered to:

- (a) The participant must have personally purchased a Samsung Galaxy A31 for themselves. Proof of purchase can be verified at the Promoter's discretion.
- (b) Misrepresentation of customers by instore sales representatives will result in the disqualification of the claim.

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

4.1. the participant must:

- (a) Purchase a Samsung Galaxy A31 from an authorised network operator, retail outlet or online, during the Promotion Period to qualify for one (1) x Samsung Buds+ (SM-R175NZKAXFA );
- (b) Keep the electronic slip or invoice as proof of purchase;
- (c) download the Samsung Members application ("App") from the Google Play Store or Galaxy Apps on the Device and be a registered subscriber on Samsung Members;
- (d) redeem the Samsung Bud+ through the Samsung Members App between the period of 15<sup>th</sup> May 2020 and the 07 September 2020 giving the qualifying participant a period of seven (7) days after final day of the Promotion Period to redeem the Samsung Galaxy Buds+, or while stocks last ("Redemption Period")

4.2. Claims to redeem the Samsung Galaxy Buds+ in respect of the device purchased during the Promotion Period and/or Redemption Period will not be accepted or processed after the 07 September 2020 (23h59).

4.3. Proof of purchase must be uploaded onto Samsung Members App as a requirement under the redemption process. Uploading the incorrect image for redemption will disqualify the entry from the Promotion.

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

5.1. The Promotion is limited to one (1) Samsung Galaxy Buds+ per valid 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 Organiser's decision shall be final.

**6. Offer:**

6.1. The Promotion will afford the participant the opportunity to receive one Samsung Galaxy Buds+ per a participating device.

6.2. The Samsung Galaxy Buds+ is not transferable. No substitution, cash redemption, or assignment of the Samsung Galaxy Buds+ is permitted.

6.3. The Samsung Galaxy Buds+ 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 discretion to select same.

**7. Terms of Delivery:**

7.1. Delivery of the Samsung Galaxy Buds+ will take place in accordance with Covid-19 regulatory requirements (if any) and on receipt of confirmation of the participant's valid and correct delivery details supplied by the participant through the Samsung Members application.

7.2. Should the participant fail to supply valid delivery details upon redemption of the Samsung Galaxy Buds+ through the Samsung Members application, the Samsung Galaxy Buds+ will be forfeited.

7.3. Delivery of the Samsung Galaxy Buds+ will occur by way of courier and the Organiser does not accept any responsibility for late/non arrivals and/or any damage to the Samsung Galaxy Buds+ that may arise during its delivery to the participant.

7.4. In the event that the participant is unreachable or fails to claim the Samsung Galaxy Buds+ after two (2) attempts to notify the participant, the Samsung Galaxy Buds+ shall be forfeited.

7.5. The participant must present a valid identity document at the time of delivery.

7.6. Deliveries will only be made within the borders of the Republic of South Africa.

7.7. In the event that the participant is unreachable or fails to take delivery of the Samsung Galaxy Buds+ after two (2) attempts to deliver to the participant, the Samsung Galaxy Buds+ shall be forfeited.

7.8. 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, this may be delayed due to South African Government regulations imposed as a result of the Covid-19 pandemic.

## **8. Limitation of Liability:**

8.1. 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 participants 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.

## **9. General:**

9.1. 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.

9.2. 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 Organizers decision shall be final.

9.3. The Samsung Members application is downloadable from Galaxy Store and Google Play Store and it is supported on the Samsung Galaxy A31 (SM-A315F). 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.

- 9.4. 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.
- 9.5. Data charges may be incurred for downloading the Samsung Members application. Network rates apply.
- 9.6. 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.
- 9.7. 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 Organizer.
- 9.8. Information regarding the Promotion that is published on authorized advertising material will also form part of the Terms and Conditions of the Promotion.
- 9.9. 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.
- 9.10. 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.

- 9.11 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.
- 9.12 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/> 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.
- 9.13 This Promotion is governed by these Terms and Conditions, as well as those of the relevant authorized participating stores, associated with this Promotion.
- 9.14 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.
- 9.15 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.
- 9.16 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 Samsung Galaxy Buds+ owing to, but not limited to, stock unavailability, strike, lock out, destruction of the Samsung Galaxy Buds+ 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.
- 9.17 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.

**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.