

**TERMS AND CONDITIONS FOR
SAMSUNG GALAXY Z FLIP3 5G R3000 NATIONAL 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 Z Flip3 5G National R3000 offer (“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”).
- 1.3. Incentiv, a division of MMS Communications South Africa (Pty) Ltd with registration number : 1976/0107/07 (hereinafter referred to as “Incentiv”), has been appointed as an agent of Samsung Electronics South Africa (Proprietary) Limited for the distribution and management of the Promotion. Please read our Privacy policy with application to the Protection of Personal of Information Act 4 of 2013 by accessing this link: <https://www.incentivprivacypolicy.co.za/>.

Please note that by accepting the terms of these Terms and Conditions, it would constitute an express consent to process your personal information for the purposes of this Promotion.

2. Promotion Period:

PLEASE TAKE NOTE OF THE PROMOTION PERIOD.

- 2.1. The Promotion will run from Wednesday **8th December 2021 [00:00]** and end on Friday **31st December 2021 [23:59]** (“Promotion period”)
- 2.2. Registration:
 - 2.2.1. All participants will have from the Wednesday **8th December 2021 (00h00)** to Sunday **23rd January 2022 (23h59)** to register and

qualify for the Offer via the Samsung Members Application.

(“**Registration Period**”).

2.3. The Promotion Period may be extended or curtailed at the discretion of the Organiser.

3. **Who may enter:**

- 3.1. All participants must be citizens of the Republic of South Africa and/or legal residents of the aforesaid country;
- 3.2. be currently residing in the Republic of South Africa at the date of the commencement of the Promotion Period;
- 3.3. be a natural person and be at least eighteen (18) years old at the date of the commencement of the Promotion Period;
- 3.4. be in the possession of a valid South African identity.
- 3.5. have made a valid purchase of a Samsung Galaxy Z Flip3 5G with a valid IMEI number, purchased within the Republic of South Africa from a Samsung authorised network operator, participating retail outlet, Samsung Online Store or online during the Promotion Period.
- 3.6. be in the possession of a valid Proof of Purchase with verifiable details such as IMEI number, outlet from which the device was purchased from, and in some cases, the name of the purchaser.
- 3.7. Participation in this promotion does include 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, **if they personally purchased a Samsung Galaxy Z Flip3 5G for their own personal use**. Proof of purchase will be verified at the Promoter’s discretion.
- 3.8. Any misrepresentation made by the participant will result in the disqualification of the claim and possible legal action.
- 3.9. The Organiser will not be held liable for any misrepresentation made by the in-store sales representatives and the misrepresentation will result in the disqualification of the claim.

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

4.1. The participant must, within the Promotion Period:

- 4.1.1. Be a participant as set out in clause 3 above;

- 4.1.2. Purchase a **Samsung Galaxy Z Flip3 5G** (“Qualifying Device”) from a Samsung authorised network operator, participating retail outlet, Samsung Online Store or online within the Republic of South Africa during the Promotion Period;
- 4.1.3. Retain proof of purchase of the Qualifying Device, which will take the form of an invoice or electronic slip;
- 4.1.4. Have downloaded the Samsung Members Application from the Samsung Galaxy Store or Google Play Store on the Qualifying Device and be a registered subscriber of the Samsung Members Application managed by the Organiser.
- 4.1.5. Follow the necessary **Registration** steps as outlined in clause 7 below.

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

- 5.1. The Promotion is limited to **One (1)** Offer per valid Qualifying Device purchased (identifiable by the unique IMEI number).
- 5.2. 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. **Offer:**

- 6.1. The Promotion will afford the participants 1 (one) R3000 (**Three Thousand Rand**) Virtual Mastercard when they purchase a Samsung Galaxy Z Flip3 5G during the Promotion Period:

- 6.1.1. The Virtual Card entitles the participant to receive a reward to the value of R3000 (Three Thousand Rand), with the following conditions:
- 6.1.2. The participant can use the Virtual Card for purchases.
- 6.1.3. The participant may also have to enter the 3D Secure Code to finalise a purchase, which will be included when the participant receives the virtual card by SMS. The 3D Secure Code gives an extra layer of security when making a purchase, as a Merchant can never see it. The CVV or 3D

Secure Code may not always be requested when completing a purchase and it is the participants responsibility to ensure that they want to proceed with the transaction before providing the Virtual Card details to a Merchant.

- 6.1.4. Virtual Cards cannot be used:
 - I. to withdraw money
 - II. at any automated teller machine (ATM)
 - III. to buy something face-to-face, through a point-of-sale (**POS**) device or through any other card acceptance device (such as a QR code) unless it is through a digital wallet that accepts Virtual Cards, such as Masterpass
 - IV. to pay for tollgate charges
- 6.1.5. Virtual Cards can only be used in South Africa
- 6.1.6. Virtual Cards are valid for 3 (three) years from date of issue.
- 6.1.7. Once a purchase is made with Virtual Card, the payment cannot be stopped for the transaction or give a refund. The participant must take up any dispute regarding a transaction directly with the Merchant. It is the participants responsibility to comply with any terms that a Merchant imposes for a transaction. Merchants are responsible for transactions carried out with them and they are separate from Standard Bank.
- 6.1.8. Always keep the Virtual Card details safe.
- 6.1.9. The participant will not be paid interest on any balance on the Virtual Card.
- 6.1.10. By using the Virtual Card the participant agrees to the full Terms, please visit www.standardbank.co.za

- 6.2. The Offer is not transferable. No substitution, cash redemption, or assignment of the Offer is permitted. Limited to 2500 (Two Thousand Five Hundred) participants.
- 6.3. The Offer is provided on a first come first serve basis and while stocks last.
- 6.4. The Offer may differ from that shown on the promotional material with regard to cash reward and shall be subject to availability and in the Organiser's sole and absolute discretion to select same.
- 6.5. The Offer is available on a "while stocks last" basis and the Organiser cannot be held accountable once the stock of the promotional Offer has been depleted.

7. **Registration:**

7.1. To register and qualify for 1 (one) **R3000 (Three Thousand Rand) virtual Mastercard Offer**, the participant must follow the following steps and/ or instructions:

- (a) **Step 1:** Purchase and activate the Qualifying Device, which Qualifying Device must be purchased from any participating Samsung authorised network operator, retail outlet, Samsung Online Store or online within the Republic of South Africa during the Promotion Period.
- (b) **Step 2:** Have all current Samsung software updates downloaded and installed from the settings menu on the Qualifying Device.
- (c) **Step 3:** Download Samsung Members Application from the Samsung Galaxy Store or Google Play Store on his/her Qualifying Device.
- (d) **Step 4:** Register for a Samsung Members account, then click on the Galaxy Z Flip3 R3000 cash rewards virtual Mastercard promotional banner in the “Benefits” section of the Samsung Members Application and follow the prompts.
- (e) **Step 5:** Upload a clear image of the proof of purchase (ensure that the date of purchase is clearly visible) and IMEI proof of the Qualifying Device, complete and submit an online form with participant’s details, which must include participant’s contact information.

All qualifying registrations must be completed by Sunday 23 January 2022 [23h59]

- (f) **Step 6:** Upon submitting the online form (referred to in clause (e) the participant will receive an e-mail confirming their submission of the online form was successful. In the same email, the participant will receive a reference number that must be used by the participant to escalate any queries pertaining to their submission.

Once the participant has successfully completed their submission, the verification period will take up to 5 (Five) working days from the date of the entry registration submission. If the contents of the participant’s entry registration submission have been received and found incorrect/ incomplete for whatever reason, the participant will not receive their Offer. The responsibility to provide the correct information rests with the participant.

- (g) **Step 7:** Once the Organiser/Agency on behalf of organiser has validated the participant’s online form, proof of purchase and IMEI proof of the Qualifying

Device, the Organiser/Agency on behalf of organiser will then send the virtual R3000 (Three Thousand Rand) Mastercard Offer via SMS which includes a card number, CVV and expiry date.

It is onus of the customer to ensure that they submit correct contact details. Samsung will not be held liable for any virtual Mastercard details going to the incorrectly submitted details.

- 7.2. Any participant who has unsubscribed from receiving marketing SMSs will not receive the SMS with the virtual Mastercard. It is the participants responsibility to notify the organiser on +27 87 058 1250. Samsung will not be held liable for any SMSs not received.
- 7.3. The R3000 (Three Thousand Rand) virtual Mastercard details can be used to purchase from any online marketplace. Alternatively, card details can be loaded onto a Masterpass which can be used at any physical retailer.
- 7.4. **A participant must register the Offer within the Registration Period.**
- 7.5. The Organizer 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 7.6 below.
- 7.6. Errors and omissions may be accepted at the Organizer's sole discretion. Failure by the Organizer to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 7.7. It is the participant's responsibility to ensure that any information provided to the Organizer is accurate, complete and up to date.
- 7.8. A participant can only qualify for the Offer by registering through the Samsung Members Application.
- 7.9. The Organiser will not be responsible for any costs associated with the registration process of the Promotion.

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 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 participant's 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 bears 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.

8.2. The Organiser will make every reasonable effort to monitor the Promotion for any technical errors. However, to the extent permitted by Consumer Protection Act and other applicable law:

- (a) you agree that the Organizer will not be liable or responsible for, and
- (b) you hereby release the Organizer and its respective agents, affiliates, assigns, directors, officers, subsidiaries, holding companies, service providers, suppliers, employees or representatives from, and hereby indemnify each of us against all claims in respect of:

any loss, liability or damage of whatsoever nature arising from or suffered in connection with this Promotion, by you or any other person, for whatever reason, including as a result of technical failures affecting the participation and prize or Offer redemption, incorrect winner announcements, error, mistakes, omission, interruption, defects, deletion, delay in operation or transmission, viruses, communication line or telephone, mobile or satellite network failure, technical problems or traffic congestion on the internet or website, software failure whether resulting or not from any force majeure or from theft, destruction or unauthorized access to our systems.

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 Organisers 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 Z Flip3 5G. 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.
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.
- 9.6. Information regarding the Promotion that is published on authorized advertising material will also form part of the Terms and Conditions of the Promotion.
- 9.7. 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.
- 9.8. 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.
- 9.9. 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.

9.10. 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/](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.

9.11. This Promotion is governed by these Terms and Conditions, as well as those of the relevant authorized participating stores, associated with this Promotion.

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.

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.

9.13. 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; and

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.

10. **Consumer Protection Act:**

11.1 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.

