

TERMS & CONDITIONS FOR THE SAMSUNG S9 &S9+ VOUCHER CAMPAIGN

Please read these Promotional 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: www.samsung.com/za/offer

All participants during the Promotion Period agree to be bound by the following Terms and Conditions:

1. Promotion:

SAMSUNG S9 or S9+ VOUCHER CAMPAIGN ("Promotion"). The promoter of the Promotion is Samsung Electronics South Africa (Proprietary) Limited, Registration number: 1994/003872/07 and/or its agencies ("Organizer").

2. Promotion Periods /Timelines:

- 2.1. The Promotion will run from 26 February 2018 (00h00) until 31 May 2018 (23h59) or while stocks last.
- 2.2. The Promotion Period 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; and
 - 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.
- 3.2. Participation in this Promotion excludes the Organizer, 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

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

4.1. The participant must:

- 4.1.1. Pre-Order a S9 or S9+ Smartphone at any Vodacom, MTN, CellC, Telkom, any participating Retail Outlet or Online channel from 26 February 2018 (00h00) to 2 April 2018 (23h59) to receive a R500 Samsung original accessories voucher; or
- 4.1.2. Purchase and activate your S9+ device in store between 3 April 2018 (00h00) and 31 May 2018 (23h59) to qualify for a R300 Samsung original accessories voucher; or
- 4.1.3. Purchase and activate your S9 device in store between 3 April 2018 (00h00) and 31 May (23h59) to qualify for a R275 Samsung original accessories voucher.

5. **Can I qualify for more than one offer:**

- 5.1. Participants will receive one voucher per device purchased; multiple Samsung original accessories can be purchased however the voucher is only applicable to the qualifying Samsung original accessories.
- 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 voucher as detailed below attached to the specific devices over the promotion period ("the Offer"):
 - a. R500 voucher for all S9 and S9+ devices pre ordered between **26 February 2018 (00h00) and 2 April 2018 (23h59)**; or
 - b. R300 voucher for **S9+** devices purchased and activated in store **between 3 April 2018 (00h00) and 31 May 2018 (23h59)**– , or

c. R275 voucher for all S9 devices purchased and activated in store between **3 April 2018 (00h00) and 31 May 2018 (23h59)**.

6.2. The Offer is only applicable to the below Qualifying **Samsung Original Accessories Only**:

- 1. S9 and S9 Plus Covers / Case Range**
- 2. Fast Charging Premium PG 950 Battery Pack**
- 3. Wireless Convertible Chargers- Black/Brown**
- 4. Dex Station**
- 5. Complete range of Adaptors and Wall Chargers, Type C etc.**

6.3. The Offer is not applicable to Samsung Wearables i.e. (Gear S3, Gear Sport, Gear FIT/FIT2 Pro, Gear VR, Gear ICON X and Gear 360 Camera)

6.4. The Offer cannot be used against a discount off the handset device, on contract or prepaid

6.5. The Offer cannot be used against any other Samsung Original Accessories besides the above mentioned accessories.

6.6. The Offer **cannot** be used for any Samsung **S9, S9+ Generic or Non Original Samsung Accessories**.

6.7. The Offer can only be redeemable at the participating Network Operator, Retail or Online stores

6.8. The offer cannot be used in conjunction with any other Samsung Original Accessories Voucher Campaign., All Samsung Original Vouchers campaigns are treated individually and based on the specific handset/device mentioned.

6.9. This offer is only applicable to the S9/S9+ device/s

6.10. The Offer cannot be used to discount any other Samsung Original Accessory not mentioned above.

6.11. The Offer does not accrue interest.

6.12. If the Voucher value is insufficient for the a specific Samsung Original S9, S9+ Accessory , the participant will be required to pay in the difference;

6.13. The Offer is not transferable. No substitution, cash redemption, or assignment of the Offer is permitted.

6.14. The Organizer will not be responsible for any costs associated with the redemption process.

6.15. **The vouchers will expire on 19 October 2020.**

7. Limitation of Liability:

- 7.1. To the extent permitted by Consumer Protection Act No 68 of 2008 and any other applicable law:
- a. The participant hereby indemnifies the Organizer against any direct, indirect, special, incidental, consequential or punitive damages or loss of any kind regardless of the originating caused, and whether it arose under the law of contract or delict or otherwise, the participants indemnifies the Organizers for all and any losses whatsoever and howsoever arising including all losses incurred as a result of usage of 3rd party applications by virtue of participating in the Promotion.
 - b. 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. General:

- 8.1. The Organizer reserves the right to change the Offer, should they deem necessary, to an item of similar economic value.
- 8.2. 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 except where permitted by the Terms and Conditions of the Samsung Rewards Application within which the Promotion takes place.
- 8.3. 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.
- 8.4. Information regarding the Promotion that is published on authorized advertising material will also form part of the Terms and Conditions of the Promotion.
- 8.5. 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 www.samsung.com/za/offer. The onus rests on the participant to constantly check the website for updates to the Terms and Conditions.
- 8.6. 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 participant; or (b) to modify, suspend, terminate or cancel the Promotion as appropriate, subject to the approval of relevant regulatory authorities.

- 8.7. 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 web. No liability shall lie against the Organizer in favor of any participant, 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.
- 8.8. This Promotion is governed by these Terms and Conditions, as well as those of the relevant authorized participating stores, associated with this Promotion.
- 8.9. 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.
- 8.10. 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 Promotion owing to, but not limited to, stock unavailability, strike, lock out, destruction of Voucher 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.
- 8.11. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
 - i. 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;
 - ii. 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.