

SAMSUNG COMPETITION TERMS AND CONDITIONS

These terms and conditions apply to every competition ("**Samsung Competition**") initiated and promoted by Samsung Electronics South Africa Proprietary Limited (registration number 1994/003872/07) ("**Samsung**") or its authorised agents, unless stated otherwise in the promotional material of a specific competition ("**Competition Specific Marketing**").

Each person who enters a Samsung Competition ("**Entrant**" or "**You**") agrees to be bound by the standard terms and conditions as set out below, in addition to any terms and conditions set out in the Competition Specific Marketing.

By entering into a Samsung Competition, You acknowledge that You have read, understood and agree to the following terms and conditions:

1 ENTRY INTO A SAMSUNG COMPETITION

1.1 Entrants agree that certain information and associated terms and conditions ("**Competition Specific Ts & Cs**") regarding a Samsung Competition appear in the Competition Specific Marketing but that the general terms and conditions set out in this document will also apply to the Samsung Competition. The relevant information which will appear in Competition Specific Marketing includes but is not limited to –

1.1.1 the duration of the Competition including the start date ("**Competition Commencement Date**"), the deadline for entry and the dates on which the Winner (as defined below) will be chosen and announced;

1.1.2 specific entry criteria, either in addition to or in substitution of the general entry criteria;

1.1.3 the prize which Entrants stand a chance to win by entering into the specific Samsung Competition ("**Prize**");

1.1.4 the manner in which a Prize may be redeemed by the Entrant or Entrants (as the case may be) who win(s) the Prize ("**Winner**");

- 1.1.5 the way the random draw to determine the Winner will be conducted ("**Draw**") and the date of such Draw and the announcement of the Winner; and
- to the extent that there is any conflict between the Competition Specific Ts & Cs and the general terms and conditions, the Competition Specific Ts & Cs will prevail.
- 1.2 Entering a Samsung Competition does not guarantee, imply or suggest that You will be the Winner or that you will receive the Prize or any other compensation for your entry.
- 1.3 In order to enter a Samsung Competition, You must be –
- 1.3.1 a natural person, 18 (eighteen) years or older, as at the Competition Commencement Date; and
- 1.3.2 a citizen of the Republic of South Africa ("**South Africa**") and/or a legal resident of South Africa and residing in South Africa at the Competition Commencement Date.
- 1.4 Samsung, its directors, members, partners, employees, agents, consultants, any other related person or any supplier of goods and services in connection with the Samsung Competition and their spouses, life partners, parents, children, siblings, business partners or associates are prohibited from entering into a Samsung Competition.
- 1.5 Each Entrant is responsible for ensuring that any information provided in the Entrant's entry into a Samsung Competition is true, accurate and correct at the time of entry.
- 1.6 Samsung accepts no responsibility for entries with incorrect information, or lost, misdirected, illegible, late or damaged entries. Entries that do not comply with the Competition Specific Ts & Cs or any specific requirements set out in the Competition Specific Ts & Cs will be disqualified, subject to clause 1.7 below.

- 1.7 Errors and/or omissions may be accepted at Samsung's discretion. The failure by Samsung to enforce any of its rights at any stage does not constitute a waiver of those rights.

2 SOCIAL MEDIA PLATFORMS

2.1 Twitter

- 2.1.1 Where a Samsung Competition is conducted through Twitter, utilising Samsung Twitter handles, namely @SamsungMobileSA or @SamsungSA, such Samsung Competition would include any of the following mechanics

- 2.1.1.1 “Like” and “Comment” on a Samsung related post using a specific hashtag as provided by Samsung and Retweet (“RT”) the post and Tag @SamsungMobileSA or @SamsungSA

- 2.1.1.2 “RT a Samsung related post and tell” @SamsungMobileSA or @SamsungSA using a specific hashtag as provided by Samsung

- 2.1.1.3 “Choose an option below and add a specific hashtag as provided by Samsung and use @SamsungSA or @SamsungMobileSA

- 2.2 A specific hashtag to be utilised in a Samsung Competition will always be provided by Samsung in a tweet using its Twitter handle.

2.3 Upload of Photographs/ Videos / Images

- 2.3.1 Upon submission and upload of a photograph image or video on Samsung owned accounts (including without limitation the Samsung Members and Samsung social media accounts), the participant assigns and transfers all rights, title and interest in the photograph or video to Samsung.

- 2.3.2 The participant agrees that any and all intellectual property rights arising out of the creation of the photograph or video will become the property of Samsung, without exception, and the participant unconditionally and irrevocably assigns all such intellectual property rights to Samsung in exchange for his/ her participation in the Competition.

- 2.3.3 The participant grants to Samsung the right to use the photograph or video uploaded which includes, but is not limited to, reposting, publishing, editing, and distributing the photograph or video across any media platforms (including without limitation social media platforms).
- 2.3.4 The Participant agrees that Samsung shall not be responsible for or be held liable for any privacy breach, any photograph or video that may be duplicated or unlawfully used by persons unauthorised by Samsung or any losses suffered as a result thereof.

3 PRIZE

- 3.1 A Prize won in a Samsung Competition –
- 3.1.1 is not transferable from the Winner to any other person;
- 3.1.2 cannot be substituted or redeemed for cash;
- 3.1.3 may differ in colour and specifications from the advertised Prize in the Competition Specific Marketing;
- 3.1.4 may be changed to a prize of similar economic value by Samsung in its sole discretion if it deems it necessary; and
- 3.1.5 is subject to stock availability and where no stock of the Prize is available, Samsung may in its sole discretion determine a suitable replacement prize.
- 3.2 The Winner shall be liable for any and all tax implications and liabilities arising out of winning and receiving the Prize.
- 3.3 Samsung reserves the right to withhold the Prize until Samsung is entirely satisfied that the claimant of the Prize is the bona fide Winner, and to call for any such proof as Samsung may deem necessary.

4 VOUCHERS

- 4.1. In the event that the Prize awarded is a voucher (“**Voucher**”), the Voucher can only be redeemed or used as stipulated by the participating retail or online stores/ partners from whom the Voucher has been issued.
- 4.2. Vouchers are subject to the terms and conditions as provided by the participating retail or online stores/ partners from whom the Voucher has been issued (“**Voucher Terms and Conditions**”).
- 4.3. Winners must refer to the Voucher Terms and Conditions that will be provided together with the Voucher and on the Competition Specific Marketing, which terms and conditions will provide for the validity period of the Voucher.
- 4.4. The Voucher cannot be exchanged for cash or credit.
- 4.5. No cash balance will be given as change.
- 4.6. The Voucher value will remain until the balance is either depleted or the expiry date is reached, whichever occurs first.
- 4.7. **Vouchers cannot be replaced if lost or stolen.** Vouchers are for the exclusive use of the Winner;
- 4.8. The Winner may not attempt to transfer or permit any other person to use the Vouchers;
- 4.9. Vouchers do not accrue interest.
- 4.10. The Vouchers are not transferable. No substitution, cash redemption, or assignment of the Voucher is permitted.
- 4.11. Samsung will not be responsible for any costs associated with the redemption process of the Vouchers.

5 THE DRAW

- 5.1 The Draw will be supervised by an independent auditor or a registered accountant, or an attorney or an advocate.
- 5.2 The result of the Draw is final and no correspondence will be entered into.
- 5.3 If for any unforeseen reason, the Draw cannot take place on the date specified in the Competition Specific Marketing, Samsung will endeavour to conduct the Draw within a reasonable period thereafter and shall provide details of the new date for the Draw on the Samsung website.

6 PERSONAL DATA

- 6.1 The Entrant consents to any necessary processing of their personal information (including without limitation their name, address, telephone number and images or photographs) voluntarily provided by the Entrant for the specific purpose of entering the Samsung Competition.
- 6.2 In accordance with the confidentiality policies and practices of Samsung, none of the entry details of any Entrant will be disclosed or used by Samsung for any purposes other than for entry into the Competition and in accordance with clause [6.36-35.3](#) below.
- 6.3 The Entrant acknowledges and consents to Samsung utilising a third party ("**Samsung's Authorised Agent(s)**") and providing the Entrant's information to Samsung's Authorised Agent(s) to contact the Entrant in relation to the Samsung Competition.

By participating in the Samsung Competition, the Entrant agrees and consents that Samsung and its affiliates may contact the Entrant via email and through social media platforms to deliver marketing communications regarding Samsung's products and promotional activities, provided that the Entrant is given the opportunity to opt-out of receiving marketing communication at any time via the appropriate opt-out mechanisms provided by Samsung for such purpose. Samsung may also use the personal information collected from the Entrants as described in the Privacy Policy accessible on the Samsung website and that such use may

include the transfer of such personal information to Samsung's Authorised Agents and affiliates in any country. Details of Entrants will not be used by Samsung for Samsung related communications should the Entrant opt-out at any time from receiving further communication from Samsung.

7 LIMITATION OF LIABILITY

7.1 TO THE EXTENT PERMITTED BY THE CONSUMER PROTECTION ACT, NO. 68 OF 2008 ("CONSUMER PROTECTION ACT") AND ANY OTHER APPLICABLE LAW:

7.1.1 THE ENTRANT AND/OR WINNER(S) HEREBY INDEMNIFIES SAMSUNG, ITS RESPECTIVE AGENTS, AFFILIATES, ASSIGNS, DIRECTORS, OFFICERS, SUBSIDIARIES, HOLDING COMPANIES, SERVICE PROVIDERS, SUPPLIERS, EMPLOYEES OR REPRESENTATIVES AGAINST ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOSS OF ANY KIND REGARDLESS OF HOW IT WAS CAUSED, AND WHETHER IT AROSE UNDER THE LAW OF CONTRACT OR DELICT OR OTHERWISE, ARISING OUT OF THE ENTRANT'S ENTRY INTO THE SAMSUNG COMPETITION, INCLUDING WITHOUT LIMITATION AS A RESULT OF TECHNICAL FAILURES AFFECTING THE PARTICIPATION AND PRIZE, 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;

7.1.2 SAVE AS CLEARLY SET OUT IN THE COMPETITION SPECIFIC MARKETING, THE ENTRANT ACKNOWLEDGES THAT NO WARRANTIES (EXPRESS OR IMPLIED) OR REPRESENTATIONS HAVE BEEN MADE BY SAMSUNG IN RELATION TO A SAMSUNG COMPETITION AND NO

LIABILITY SHALL ARISE AGAINST SAMSUNG AS A RESULT OF ANY ALLEGED BREACH OF WARRANTY OR MISREPRESENTATION.

7.2 THE SUB-PARAGRAPHS ABOVE HAS IMPORTANT LEGAL CONSEQUENCES FOR YOU. IT LIMITS SAMSUNG'S RISK AND LIABILITY, AND YOU UNDERTAKE TO HOLD SAMSUNG HARMLESS IN THE EVENT THAT YOU HAVE ANY CLAIM AGAINST SAMSUNG. IF FOR ANY REASON SAMSUNG MAKES A MISTAKE, THERE IS A TECHNICAL ERROR, OR ANY CIRCUMSTANCES LISTED ABOVE ARISE, YOU WILL NOT BE ABLE TO PURSUE ANY ACTION OR CLAIM AGAINST SAMSUNG FOR ANY LOSS OR DAMAGE SUFFERED. YOU ALSO INDEMNIFY US FOR ANY CLAIMS WHICH MAY BE MADE BY THIRD PARTIES.

7.3 Samsung accepts no responsibility or for late or delayed delivery of the Prize from any cause whatsoever, including but not limited to, stock being unavailable, strike, lock out, destruction of the Prize, 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 TERMS OF DELIVERY:

8.1 Samsung does not accept any responsibility for late/non arrivals and/or any damage to the Prize that may arise during its delivery to the Winner.

8.2 Delivery of the Prize will take place in accordance with Covid-19 regulatory requirements (if any) and on receipt of the Winners valid and correct delivery details supplied by the Winner.

8.3 Delivery of the Prize may occur by way of courier and Samsung does not accept any responsibility for late/non arrivals and/or any damage to the Prize that may arise during its delivery to the Winner.

8.4 In the event that the Winner is unreachable or fails to claim delivery of the Prize after 2 (two) attempts to deliver over a period of 10 (ten) working days it shall be forfeited.

- 8.5 The Winner must at the time of delivery present a valid identity document if they are a natural person.
- 8.6 Deliveries will only be made within the borders of the Republic of South Africa.
- 8.7 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.
- 8.8 Delivery of the Prize may be delayed due to South African Government regulations imposed as a result of the Covid-19 pandemic.

9 GENERAL

- 9.1 By entering into a Samsung Competition, You confirm that you are aware of, have read and accept the general terms and conditions applicable to use of the Samsung website.
- 9.2 A Competition shall be governed by these terms and conditions and any Competition Specific Ts and Cs, to the extent that there is any conflict between the Competition Specific Ts and Cs, these terms and conditions and the standard terms and conditions of any social media platform or partners of Samsung, the order of precedence will be the following:
1. Competition Specific Ts and Cs
 2. these terms and conditions
 3. the standard terms and conditions of any social media platform or partners of Samsung.
- 9.3 Samsung reserves the right, at any time, to verify the validity of entries and information provided by an Entrant (including but not limited to an Entrant's identity, age and place of residence) and to disqualify any Entrant who submits an entry that is not in accordance with these terms and conditions and/or the Competition Specific Ts and Cs, or who tampers with the entry process.

- 9.4 The Winner(s) will be contacted by way of a direct message on the social media platform or called on the mobile number or email address supplied by the Winner in the Winner's entry into the Samsung Competition. Samsung shall attempt to contact the Winner(s) for a period of 10 (ten) working days after his or her name is drawn as a Winner, after which the Winner will forfeit the Prize as set out in [9.59-57.5](#) below.
- 9.5 In the event that the Winner is unreachable as set out in [9.49-47.4](#) above, the Winner's details as provided are ineligible, or fails to claim or accept delivery of the Prize, the Prize shall be forfeited to another Winner in terms of these terms and conditions and/or the Competition Specific Ts and Cs. Samsung shall, in its own discretion, determine the time period for a Prize to be claimed or for delivery thereof to be accepted.
- 9.6 Samsung may, in its sole discretion, amend these terms and conditions and/or the Competition Specific Ts and Cs, 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 Samsung website. The Entrant is responsible for ensuring that the Entrant is familiar with any updates to the terms and conditions.
- 9.7 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 Samsung, including but not limited to technical difficulties, unauthorised intervention or fraud, Samsung reserve the right, in its sole discretion, to the fullest extent permitted by law to –
- 9.7.1 disqualify any Entrant; or
- 9.7.2 modify, suspend, terminate or cancel the Samsung Competition as appropriate, subject to the approval of relevant regulatory authorities (if required).
- 9.8 Save as prohibited by Law, Samsung reserves the right to cancel, suspend or terminate this Samsung Competition, without notice at any time, and such cancellation, suspension or termination shall be deemed to have taken effect from

the date of publication of such cancellation, suspension or termination on Samsung website. Samsung shall have no liability whatsoever arising out of or in connection with such cancellation, suspension or termination. **IN THIS REGARD, TO THE EXTENT PERMISSIBLE IN LAW, THE ENTRANT WAIVES ANY RIGHT WHICH THEY MAY HAVE AGAINST SAMSUNG AND HEREBY ACKNOWLEDGES THAT THEY WILL HAVE NO RIGHT OF RECOURSE OR CLAIM OF ANY NATURE WHATSOEVER AGAINST SAMSUNG ARISING OUT OF OR IN CONNECTION WITH THE SAMSUNG COMPETITION AND/OR THE CANCELLATION, SUSPENSION OR TERMINATION THEREOF.**

- 9.9 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.

Samsung will not be responsible for any costs or data charges (network rates will apply) that are incurred by a participant to participate in the Competition.

- 9.10 To the extent that these terms and conditions, the Competition Specific Ts and Cs or any goods or services provided hereunder are governed by the Consumer Protection Act, no provision of these terms and conditions and the Competition Specific Ts and Cs is intended to contravene the applicable provisions of the Consumer Protection Act, and all provisions of the terms and conditions must be treated as being qualified, to the extent necessary, to ensure compliance with the applicable provisions of the Consumer Protection Act.

- 9.11 All provisions of these terms and conditions and/or the Competition Specific Ts and Cs are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision which is or becomes unenforceable, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, only to the extent that it is so unenforceable, be treated as though they had not been written in these terms and conditions and the remaining provisions of these terms and conditions and/or the Competition Specific Ts and Cs (as applicable) shall remain of full force and effect. Samsung records that it is Samsung's intention that these terms and conditions and/or the Competition Specific Ts and Cs (as applicable) would be executed without such unenforceable provision if Samsung was aware of such unenforceability at the time these terms and conditions and/or the Competition Specific Ts and Cs (as applicable) were published.

