

TERMS AND CONDITIONS FOR THE GALAXY S26 FE SAMSUNG CARE+ PROMOTION

Please read these 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. 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 The promotion will be known as the Galaxy S26 FE Samsung Care+ Promotion ("**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 For the purposes of this Promotion:
 - 1.3.1 "**Offer**" means the various discounted Samsung Care+ plans, as outlined in clause 5.
 - 1.3.2 "**Qualifying Device**" means the **Samsung S26 FE** and shall exclude devices (i) purchased from countries outside of South African borders including parallel imports, and (ii) devices with SKU numbers other than XFA, XFV or AFA;
 - 1.3.3 "**Participating Retailer**" means Ackermans, Edgars, Game, Jet, Makro, Takealot, Amazon, Cellucity, Pep, Incredible Connection, HiFi Corp, M-Kopa and the Foschini Group, including both their physical retail outlets and official online sales platforms;
 - 1.3.4 "**Participating Network Operator**" means MTN, Vodacom, Telkom and Cell C including both their physical retail outlets and official online sales platforms;
 - 1.3.5 "**Participating Bank Channel**" means FNB Connect and Capitec Connect;
 - 1.3.6 "**Samsung Store**" mean any physical Samsung-branded retail outlet, the official Samsung Online Store which can be accessed at <https://www.samsung.com/za/> and Samsung Shop Application.
- 1.4 Participation in this Promotion is limited to the participants as defined in clause 3.1 below. Accordingly, any participation in this Promotion, which is made by a third party on behalf of a participant, is strictly prohibited and will result in immediate disqualification from participation in this Promotion.

2. Promotion and Redemption Periods:

- 2.1 The Promotion Period will run from 11 September 2026 [00:00] up to and including 30 November 2026 [23:59] ("**Promotion Period**")

- 2.2 The Redemption Period will run from 11 September 2026 [00:00] up to and including 31 December 2026 [23:59] ("**Redemption Period**"), subject to the condition that the Offer must be redeemed within thirty (30) calendar days of purchasing a Qualifying Device.
- 2.3 The duration of the Promotion Period and Redemption Period may be extended or curtailed at the sole discretion of the Organiser.

3. **Who may participate:**

- 3.1 All participants must at the date of the commencement of the Promotion period be natural persons who are:
- 3.1.1 citizens or legal residents of the Republic of South Africa;
 - 3.1.2 currently residing in the Republic of South Africa;
 - 3.1.3 at least 18 (eighteen) years old;
 - 3.1.4 in the possession of a valid South African identity document or applicable residency permit;
 - 3.1.5 have made a purchase of a Qualifying Device with a valid IMEI number from a Participating Retailer, Participating Network Operator, Participating Bank Channel and/or Samsung Store;
 - 3.1.6 be in the possession of a valid proof of purchase with verifiable details such as IMEI number, outlet from which the Qualifying Device was purchased from, and in other cases, the name of the purchaser.
- 3.2 Participation in this Promotion includes the Organiser, its 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 have signed up for a new Contract or upgraded their existing Contract for a Qualifying Device in their own personal name for their own personal use from a Participating Retailer, Participating Network Operator, Participating Bank Channel and/or Samsung Store during the Promotion Period.
- 3.3 In addition to the provisions of clause 3.2 above, the following persons are included and may participate in the Promotion/Competition:
- any and all employees of the Organiser who purchase a Qualifying Device from the Samsung/Organiser Online Staff Store
 - any person who purchases a Qualifying Device from a Samsung/Organiser Employee Purchase Program ("EPP")

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

- 4.1 In order to qualify for the Promotion, the participant must within the Promotion Period:
- 4.1.1 be a participant as set out in clause 3.1;

- 4.1.2 have purchased a Qualifying Device from a Participating Retailer, Participating Network Operator, Participating Bank Channel and/or Samsung Store either under a prepaid (cash) arrangement or on a post-paid (contract) plan;
- 4.1.3 retain and be in possession of a valid proof of purchase of a Qualifying Device which will take the form of an invoice or electronic slip;
- 4.1.4 have activated the Qualifying Device;
- 4.1.5 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;
- 4.1.6 have clicked on the “Samsung Care +” promotional banner in the Samsung Members Application or go to www.samsung.com/za/offer and click the “Buy Now” button and follow the prompts; and
- 4.1.7 have completed the Samsung Care + registration form and selected the preferred payment option being either (i) discounted once off payment or (ii) discounted monthly payment, and have made the first online payment.

5 Offers:

The following sections outline the terms and conditions for the various Offers (collectively referred to as the “Offer(s)”) available to participants under this Promotion. These Offers either provide discounted rates for Samsung Care + Plans, offering protection for Qualifying Devices purchased from Participating Retailers, Participating Network Operators, Participating Bank Channels, and/or Samsung Stores during the Promotion Period. Participants are encouraged to review the details below to understand the specific benefits, pricing, and requirements associated with each Offer.

5.1 **Once-Off Discounter Rate Offer:** Samsung Care + Standard 12 Months Plan

- 5.1.1 The Offer provides participants with the opportunity to receive a Samsung Care + Standard 12-Month Plan, which includes 12 months of Screen Damage Protection (maximum 1 x repair), at a special once-off discounted rate of R849.00 when purchasing a Qualifying Device from the Participating Retailer, Participating Network Operator, Participating Bank Channel, and/or Samsung Store during the Promotion Period.

5.2 **Monthly Discounted Rate Offer:** Samsung Care+ Premium 36 Months Plans

- 5.2.1 The Offer provides participants with the opportunity to receive a Samsung Care + Premium 36-Month Plan, which includes 36 months of Accidental Damage Protection (unlimited repairs), at a discounted monthly rate of R97.00 when purchasing a Qualifying Device from the Participating Retailer, Participating Network Operator, Participating Bank Channel, and/or Samsung Store during the Promotion Period.

- 5.3 The redemption of any one of the Offers shall be at the discretion of the participant, and the participant is not obligated to redeem this Offer.
- 5.4 By redeeming the Offer, the participant accepts the terms and conditions applicable to Samsung Care + which can be found by following this link: <https://www.samsung.com/za/offer/samsung-care-plus/>. **The participant's attention is specifically drawn to the requirement of a repair fee, payable by the participant upon submission of each claim to an authorised service centre under the participant's Samsung Care + plan -**

Qualifying Device	Repair Fee
Galaxy S26 FE	R1,499.00

- 5.7 The Offer is not transferable. No substitution, cash redemption, or assignment of the Offer is permitted.
- 5.8 The Offer may differ from that shown on the promotional material with regard to colour and specifications and shall be subject to availability and in the Organiser's sole discretion to select same.
- 5.9 If a participant's claim of any one of the Offers is rejected due to the IMEI number having already been claimed against, the Organiser does not assume any responsibility or any liability to fulfil the redemption of the Offer. The participant should direct the claim of the Offer back to the relevant Participating Retailer, Participating Network Operator, Participating Bank Channel and/or Samsung Store where the Qualifying Device was purchased.
- 5.10 Any and all tax implications and liabilities arising as a result of obtaining the Offer will be solely borne by the participant

6. Can I qualify more than once for the Offer/s:

- 6.1 The Promotion is limited to 1 (one) Offer for each valid purchase of the Qualifying Device (identifiable by the unique IMEI number) from a Participating Retailer, Participating Network Operator, Participating Bank Channel and/or Samsung Store within the Promotion Period.
- 6.2 Should there be any dispute in this regard, the Organiser shall be the sole adjudicator of the dispute and the Organiser's decision shall be final.

7. Redemption of Offer

- 7.1 For redemption of the Offer, the participant must follow the following steps and/or instructions.

Step 1: Purchase a Qualifying Device within the Republic of South Africa from a Participating Retailer, Participating Network Operator, Participating Bank Channel and/or Samsung Store during the Promotion Period.

Step 2: Activate the Qualifying Device purchased and download the Samsung Members Application from the Samsung Galaxy Store or Google Play Store on the Qualifying Device;

Step 3: Open the Samsung Members Application on the Qualifying Device and register for a Samsung Members account or login to your existing Samsung Members account on the Qualifying Device. Once signed in, click on the "Samsung Care +" promotional banner or go to www.samsung.com/za/offer and click the "Buy Now" button and follow the prompts.

Step 4: Complete the Samsung Care + registration form and select the preferred payment option being either (i) discounted once off payment or (ii) discounted monthly payment, and make the first online payment.

Step 5: You will receive a confirmation email (via the email address you provided when completing the Samsung Care + registration form) containing your Samsung Care + documents within thirty (30) calendar days from the date of registration as per Step 4.

- 7.2 No requests for redemption of the Offer in respect of a Qualifying Device will be accepted or processed after the Redemption Period, and all redemptions remain subject to the requirement that the Offer must be claimed within thirty (30) calendar days of the purchase date of the Qualifying Device.
- 7.3 Should the participant fail to supply a valid proof of purchase of the Qualifying Device, or other required information/documentation, within the Redemption Period, the Offer will be forfeited.
- 7.4 Participants who encounter any technical issues when redeeming the Offer must contact the Organiser for assistance by telephone at the following telephone number: +27 (0) 87 655 0512.
- 7.5 The Organiser accepts no responsibility for redemptions lost, misdirected, illegible, late, mutilated or altered.
- 7.6 Redemptions that do not comply with these Terms and Conditions will be disqualified, subject to clause 7.7 below.
- 7.7 Errors and omissions may be accepted at the Organiser's sole discretion. Failure by the Organiser to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 7.8 It is the participant's responsibility to ensure that any information provided to the Organiser is accurate, complete and up to date.
- 7.9 The Organiser will not be responsible for any costs associated with the redemption process of the Offer.

8. Limitation of Liability:

- 8.1 To the extent permitted by Consumer Protection Act No 68 of 2008 and any other applicable law:
- 8.1.1 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 participation in the Promotion;
 - 8.1.2 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);
 - 8.1.3 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 third-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 9.6. and 9.7.
- 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 Qualifying Device. 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 regarding the SC+ plan. In order to affect the contacting 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 Organiser.
- 9.8. 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. Information regarding the Promotion that is published on authorized advertising material will also form part of the Terms and Conditions of the Promotion.
- 9.10. 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.
- 9.11. 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.
- 9.12. 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/>. No 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 Retailer, Participating Network Operator, and Participating Bank, 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. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
- 9.16.1 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

- 9.16.2 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.
- 9.17 The Organiser may require the participant to be identified and photographed. Photographs may be published in printed media or the participant may be required to appear on radio and television when accepting their Offer and/or after having received their Offer. The participant will be given the opportunity to decline the publication of their images and participating in the Organiser's marketing material in so far as it relates to the Promotion.
- 9.18 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 Offer owing to, but not limited to, stock unavailability, strike, lock out, destruction of Offer on route by any means, any civil commotion or disorder, epidemic, pandemic, 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.

10. Consumer Protection Act:

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.