

**TERMS AND CONDITIONS FOR THE COMPLIMENTARY SAMSUNG CARE PLUS PLAN
(12 MONTHS SERVICE PLAN) ON THE SAMSUNG SUPERCHARGED 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. Please refer to this website for the current Terms and Conditions for this Promotion. <https://www.samsung.com/za/offer/samsung-care-plus/>

All participants during the term of this Promotion agree to be bound by the following terms and conditions:

1. Promotion:

1.1. Samsung Super Charged Complimentary Samsung Care Plus Plan (12 month service plan) Promotion (“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 Period:

- 2.1 The Promotion will run from **23 April 2021 to 10 May 2021 (“Promotion Period”)**.
- 2.2 The duration of the Promotion may be extended or curtailed at the discretion of the Organizer.

3. Who may enter:

3.1 All participants must:

- a. be citizens of the Republic of South Africa and/or a legal residents of the aforesaid country,
- b. must be currently residing in the Republic of South Africa at the date of the commencement of the Promotion Period.,
- c. must be a natural person and be at least 18(eighteen) 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 Offer.
- e. Have purchased a Samsung Galaxy Z Flip, Zfold2, S21 5G, S21 + 5G, Note20, Note20 5G, Note20 Ultra 5G, Tab S7 LTE, Tab S7+ Wi-Fi, Tab S7+,S20 FE

(“**Qualifying Device**”) with stock keeping unit (“SKU”) number AFA and XFA from Samsung South Africa’s Online Store found on the following link:
<https://shop.samsung.com/za>

- f. Only a Qualifying Device with SKU number: AFA and XFA will be eligible. What this means is that a non-counterfeit Qualifying Device purchased locally or imported from another country outside of South Africa, will not qualify for the purpose of this Promotion (“**Parallel Device**”). Parallel Devices will have SKU numbers other than AFA and XFA will therefore not qualify for this Promotion.
- 3.2. Participation in this Promotion excludes 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 (“**Associates**”), **unless such Associates purchased a Qualifying Device in their own name and for their own personal use, then in such an instance an Associate will be entitled to participate in the Promotion.**

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

4.1 the participant must within the promotion period:

- Step 1:** Go to <https://shop.samsung.com/za> and add any Qualifying Device to your cart.
- Step 2:** In addition, on the same buy page or on the cart page you will find a Samsung Care Plus section, where you will need to select the Complimentary Samsung Care Plus Plan.
Note: The Complimentary Samsung Care Plus Plan must be added to your Cart.
- Step 3:** You will then need to make final payment on your Samsung Online Store cart that should include the Qualifying Device(s) and your Complimentary Samsung Care Plus Plan. **Note: The Offer outlined in Clause 6.1 below only occurs upon successful purchase of a Qualifying Device as part of your paid for cart.**
- Step 4:** Once your Samsung Care Plus Plan is activated you will receive your Samsung Care Plus Plan welcome letter and policy document

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

- 5.1 The Promotion is limited to **1 (One) Samsung Care Plus Plan (12 Month Service Plan)** per valid Qualifying 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 Organizer's decision shall be final.

6. **Offer:**

- 6.1 The Promotion will afford the participant an opportunity to receive a complimentary **Samsung Care Plus Plan (12 Month Service Plan) ("Offer")**, when added to the purchase of a Qualifying Device(s) from the Samsung Online Store during the Promotional Period.
- 6.2 **In the event that a valid claims incident occurs within the 12 months that the plan is active, then an additional repair fee will be applicable to have the Qualifying Device repaired as set out in the table below:**

Qualifying Device	Repair fee
Galaxy Z Fold2, Z Flip	R1999
Samsung Galaxy Note20, Note20 5G, Note20 Ultra 5G, S21 5G, S21 + 5G, S20 FE, Tab S7 LTE, Tab S7+ Wi-Fi, Tab S7+,	R 999

- 6.3 Offer is not transferable. No substitution, cash redemption, or assignment of the Offer is permitted.
- 6.4 The Offer 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 Organizer's sole discretion to select same.
- 6.5 The above promotional Offer is available on a "while stocks last" basis and the promoter cannot be held accountable once the stock of the promotional Offer has been depleted.

7. **Terms of Activation:**

- 7.1 You must have purchased a Qualifying Device through Samsung Online Store found on <https://shop.samsung.com/za>.
- 7.2 The Complimentary Samsung Care Plus Plan must be added to your final cart purchase and redeemed when the Qualifying Device is fully paid for from the Samsung Online Store

8. Redemption of Offer:

- 8.1. The Participant will be entitled to redeem the Offer upon purchase of the Qualifying Device on the Samsung Online Store.

9. Limitation of Liability:

- 9.1 To the extent permitted by Consumer Protection Act and any other applicable law:
- a. The participant and/or winner(s) hereby indemnifies the Organizer 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 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).

10. General:

- 10.1 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 and in accordance with clause 10.3 below.
- 10.2 Participants acknowledge and accept that the Organizer shall utilise a third party (the "Organizer's authorized agent/s") to contact the participant, in the event that the participant qualifies for the Promotion, and to arrange delivery of the Offer, where applicable. In order to affect the contacting and delivery process, the Organizer's shall provide the participant's information to such third party.
- 10.3 By participating in the Promotion, the participants agree that the Organizer and its affiliates may contact the participants via email and through social media platforms to deliver marketing communications regarding their products and promotional activities, provided that the Participants are given the opportunity to opt-out of receiving marketing communication at any time via the appropriate opt-out mechanisms provided by the Organizer for such purpose. The Organizer may also use the personal data collected from the participants as described in the Privacy Policy accessible at www.samsung.com and that such use may include transfers to the Organizer's affiliates

and third party service providers in any country. 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.

- 10.4 The Organizer 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 to the publication of their images and to participate in the Organizer's marketing material in so far as it relates to the Promotion.
- 10.5 Information regarding the Promotion that is published on authorized advertising material will also form part of the terms and conditions of the Promotion.
- 10.6 The Organizer's may in their 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 <https://www.samsung.com/za/offer/samsung-care-plus/>. The onus rests on the participant to constantly check the website for updates to the terms and conditions.
- 10.7 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 entrant; or (b) to modify, suspend, terminate or cancel the Promotion as appropriate, subject to the approval of relevant regulatory authorities.
- 10.8 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, termination or termination shall be deemed to have taken effect from the date of publication on the Organizer's website <https://www.samsung.com/za/offer/samsung-care-plus/> No liability shall lie against the Organizer in favor of any participant, Participant(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 Organizer and hereby acknowledge that they will have no right of recourse or claim of any nature whatsoever against the Organizer.
- 10.9 This Promotion is governed by these terms and conditions, as well as those of the relevant authorized participating stores, associated with this Promotion.
- 10.10 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.
- 10.11 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 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, 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.

10.12 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;
- 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.

11. **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.

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