## **PROMOTION TERMS AND CONDITIONS**

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 Flip7 and Z Fold7 Samsung Care+ Premium 24 Months with 2 x Accidental Damage Repairs Plan at a once off discounted rate of R2999.00 and / or Galaxy Z Flip7 FE Samsung Care+ Premium 24 Months with 2 x Accidental Damage Repair Plan at once off discounted rate of R2999.00 ("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**").

#### 2. Promotion Period:

- 2.1. The Promotion will run from 09 July 2025 [00:00] to 31 October 2025 [23:59] ("the Promotion Period")
- 2.2. The participant will have from the **09 July 2025 (00h00)** to **30 November 2025 (23h59)** to redeem the Offer ("**Redemption Period**").
- 2.3. The Promotion Period may be extended or curtailed at the sole discretion of the Organiser.

## 3. Who may enter:

- 3.1 All participants must: -
  - 3.1.1 be citizens of the Republic of South Africa and/or legal residents of the aforesaid country;
  - 3.1.2 be currently residing in the Republic of South Africa at the date of the commencement of the Promotion Period;
  - 3.1.3 be a natural person and be at least eighteen (18) years old at the date of the commencement of the Promotion Period;
  - 3.1.4 be in the possession of a valid South African identity document;
  - 3.1.5 have made a valid purchase of a Samsung Galaxy device Z Flip 7, Z Fold 7 and Z Flip 7 FE ("Qualifying Device") with a valid IMEI number, purchased within the Republic of South Africa from an authorised network operator, retail outlet or the Samsung online 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 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 purchase a Qualifying Device for their own personal use. Proof of purchase will be verified at the Organiser's discretion.
- 3.3 Misrepresentation of customers by in store sales representatives will result in the disqualification of the claim and possible legal action.

## 4. How to qualify for the <u>Samsung Care+ Premium 24 Months with 2 x Accidental Damage</u> <u>Repair Plan at a once off discounted rate of R1999</u> when purchasing a Samsung Galaxy Z FLIP 7 FE:

- 4.1. The participant must, within the Promotion Period:
  - 4.1.1 Be a participant as set out in 3 above;
- 4.1.2 Purchase the Samsung Galaxy Z Flip 7 FE from an authorised network operator, retail outlet or the Samsung online store, within the Republic of South Africa;
  - 4.1.3 Retain proof of purchase of the Samsung Galaxy Z Flip 7 FE, 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 Samsung Galaxy Z Flip 7 FE and be a registered subscriber of the Samsung Members Application managed by the Organiser.

# 5. How to qualify for the <u>Samsung Care+ Premium 24 Months with 2 x Accidental Damage</u> <u>Repair Plan at an once off discounted rate of R2999.00</u> when purchasing a Samsung Galaxy Z Flip7 and Z Fold7:

- 5.1 The participant must, within the Promotion Period:
  - 5.1.1 Be a participant as set out in 3 above;
  - 5.1.2 Purchase the Samsung Galaxy Z Flip 7 and Z Fold 7 from an authorised network operator, retail outlet or the Samsung online store, within the Republic of South Africa;
  - 5.1.3 Retain proof of purchase of the Samsung Galaxy Z Flip 7 and Z Fold 7 which will take the form of an invoice or electronic slip;
  - 5.1.4 Have downloaded the Samsung Members Application from the Samsung Galaxy Store or Google Play Store on the Samsung Galaxy Z Flip 7 and Z Fold 7 and be a registered subscriber of the Samsung Members Application managed by the Organiser.
- 6 Can I qualify more than once for the Promotion?

- 6.1 The Promotion is limited to 1 (one) Samsung Care+ Premium 24 Months with 2 x Accidental Damage Repair Plan for R1999.00 for <u>each</u> valid Samsung Galaxy Z Flip 7 FE <u>or</u> 1 (one) Samsung Care + Premium 24 Months with 2 x Accidental Damage Repair Plan Offer for R2999.00 for <u>each</u> valid Samsung Galaxy Z Flip 7 and Z Fold 7device purchased.
- 6.2 The only devices that will quality as valid for purposes of this Promotion will be Samsung Galaxy devices that are 1) Qualifying Device, 2) have a valid IMEI number, and 3) must have been purchased within the Republic of South Africa from an authorised network operator, retail outlet or the Samsung online store <u>https://www.samsung.com/za/offer/samsung-careplus/</u>.
- 6.3 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.
- 7. Offer: Samsung Care+ Premium 24 Months with 2 x Accidental Damage Repair Plan at a once-off discounted rate of R1999.00 for Galaxy Z Flip7 FE or Samsung Care+ Premium 24 Months with 2 x Accidental Damage Repair Plan at a once-off discounted rate of R2999.00 ("Offer") for Galaxy Fold 7 and Flip7.
- 7.1 The Promotion will afford the participant the opportunity to receive the Offer as listed below:
  - 7.1.1 the participant will have the option to either purchase a Samsung Care+ Protection Plan at a once-off discounted rate of R1999.00 for 24 Months that includes 2 x Accidental Damage Repair Plan for Samsung Galaxy Z Flip 7 FE, or a Samsung Care + Protection Plan for at a once-off discounted rate of R2999.00 for 24 Months that includes 2 x Accidental Damage Repair Plan, when purchasing any device within the Samsung Galaxy Z Flip 7 and Z Fold 7,
- 7.2 The Offer is limited to purchases of the Qualifying Device.
- 7.3 The Offer is not transferable. No substitution, cash redemption, or assignment of the Offer is permitted.
- 7.4 The redemption of the Offer shall be at the discretion of the participant, and the participant is not obligated to redeem this Offer.
- 8 Redemption:
- 8.1 To redeem your Offer, the participant must follow the following steps and/ or instructions:
  - 8.1.1 **Step 1:** Buy a Qualifying Device at any authorised network operator, retail outlet or the Samsung online store.
  - 8.1.2 Step 2: download Samsung Members Application on the Qualifying Device and open the Samsung Members App and click on the Samsung Care+ Z Flip 7, Z Fold 7 and Z Flip 7 FE promo banner or go to <u>www.samsung.com/za/offer</u> and click the Buy Now button to redeem.
  - 8.1.3 **Step 3:** Complete the Samsung Care+ registration form.
  - 8.1.4 **Step 4:** Make the once-off online payment of either R1999.00 or R2999.00

- 8.1.5 **Step 5:** You will receive an email with your Samsung Care+ documents within 30 days.
- 8.2 A participant must redeem the Offer within the Redemption Period -
  - 8.2.1 The Offer can only be redeemed within 30 days from on the purchase date of each Qualifying Device in Samsung Galaxy Z Flip 7, Z Fold 7 and Z Flip 7 FE.
- 8.3 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 8.4 below.
- 8.4 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.
- 8.5 It is the participant's responsibility to ensure that any information provided to the Organizer is accurate, complete and up to date.
- 8.6 The participant will be required to provide the Organiser with a day time address to enable delivery of the promotional Offer.
- 8.7 Offers can be redeemed through the Samsung Members Application or go to <u>www.samsung.com/za/offer</u> and click the Buy Now button to redeem.
- 8.8 The Organiser will not be responsible for any costs associated with the redemption process of the Offer.
- 8.9 By redeeming the Offer, the participant accepts the Standard terms and conditions applicable following found Samsung Care+ which can be by this link: to https://www.samsung.com/za/offer/samsung-care-plus/standard-terms/. The participant's attention is drawn to an additional payment of R1 499.00 as a repair fee, upon submitting of each claim under Samsung Care+.

## 9 Limitation of Liability:

- 9.1 To the extent permitted by Consumer Protection Act No 68 of 2008 and any other applicable law:
  - 9.1.1 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 entrance to the Promotion.
  - 9.1.2 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).
  - 9.1.3 All personal information exchanged with the usage of third party applications will not be monitored or controlled by the Organiser. The participant bares 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.

#### 10 General:

- 10.1 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 10.6 and 10.7 below.
- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 Data charges may be incurred for downloading the Samsung Members application. Network rates apply.
- 10.6 Participants acknowledge and accept that the Organiser shall utilise a third-party agent to contact the participant to arrange delivery. In order to affect the contacting and delivery process, the Organiser shall provide the participant's information to such third-party agent.
- 10.7 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.
- 10.8 Information regarding the Promotion that is published on authorized advertising material will also form part of the Terms and Conditions of the Promotion.
- 10.9 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 <a href="http://www.samsung.com/za/offer/">http://www.samsung.com/za/offer/</a> The onus rests on the participant to constantly check the website for updates to the Terms and Conditions.
- 10.10 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.

- 10.11 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.
- 10.12 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 <a href="http://www.Samsung.com/za/offer/">http://www.Samsung.com/za/offer/</a> . 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.
- 10.13 This Promotion is governed by these Terms and Conditions, as well as those of the relevant authorized participating stores, associated with this Promotion.
- 10.14 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.
- 10.15 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.
- 10.16 If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
  - 10.16.1 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
  - 10.16.2 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.

#### 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.