

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 The promotion will be known as the Samsung Care+ A17 Promotion (“Promotion”).
- 1.2 The organiser of the Promotion is Samsung Electronics South Africa (Proprietary) Limited, Registration number: 1994/003872/07 and/or its agencies (“Organiser”).
- 1.3 “Qualifying Device” means **Samsung Galaxy A17**
- 1.4 This Promotion may not be applied for on behalf of someone else and accordingly, only the participant acting in their own capacity can apply. Any application 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 will run from **15 September 2025 [00h00] to 31 March 2026 [23h59]** (“the Promotion Period”)
- 2.2 The Offer is valid for redemption within a **30-day period** from date of purchase, provided that the redemption occurs between **15 September 2025 [00h00] to 30 April 2026 [23:59]** (“Redemption Period”).
- 2.3 The Promotion Period
 - 2.1.1 may be extended or curtailed at the sole discretion of the Organiser;
 - 2.1.2 are subject to availability and the Organiser does not guarantee that the Qualifying Device will be available on the abovementioned dates.

3 Who may enter:

- 3.1 All participants must:-
 - 3.1.1 be citizens of the Republic of South Africa or legal residents of the Republic of South Africa
 - 3.1.2 be residing in the Republic of South Africa at the date of the commencement of the Promotion Period and at the time of redemption
 - 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 or permanent residency permit;
 - 3.1.5 have made a valid purchase of a 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 Promotion:

- 4.1 In order to qualify for the Promotion, the participant must -
 - 4.1.1 Be a participant as set out in 3.1 above;
 - 4.1.2 Have made a valid purchase of the **Qualifying Device** from an authorised network operator, retail outlet or the Samsung online store, within the Republic of South Africa during the Promotion Period;
 - 4.1.3 be in possession of a valid proof of purchase of Qualifying Device, such as 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 **Qualifying Device** and be a registered subscriber of the Samsung Members Application managed by the Organiser.

5 Offer:

- 5.1 The Promotion will afford a participant who has complied with the provisions of clause 4, the opportunity, during the Promotion Period, to receive either
 - 5.1.1 Samsung Care+ Standard 6 (six) months Service Plan with 1 x Screen Protection Plan at a once off discounted rate of R99.00; **or**
 - 5.1.2 Samsung Care+ Standard 12 Months service Plan with 1 x Screen Protection Plan at once off discounted rate of R399.00 ("Offer")
 - 5.1.3 For the avoidance of doubt, it is specifically stated that the Offer is limited to one (1) of the two Service Plans and the participant shall not be allowed to select both service plans.**
- 5.2 The Offer is not transferable and no substitution, cash redemption or assignment of the Offer is permitted.
- 5.3 Any and all tax implications and liabilities as a result of purchasing the Qualifying Device and receiving the Offer will be solely borne by the participant.
- 5.4 The redemption of the Offer shall be at the discretion of the participant, and the participant is not obligated to redeem this Offer.

6 Can I qualify more than once for the Promotion?

- 6.1 The participant will qualify for the Offer once for each purchase made within the Republic of South Africa of the Qualifying Device from an authorised network operator, retail outlet or the Samsung online store during the Promotion Period, subject to clause 6.2.

- 6.2 Each unique IMEI number may only be claimed against once for the Promotion. The Organiser reserves the right to reject a participant's claim for redemption of the Offer in the event whereby the IMEI number has already been claimed against in the Promotion.
- 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 Redemption of Offer:

- 7.1 The Offer may only be redeemed during the applicable Redemption Period for purchases made of the Qualifying Device during the Promotion Period.
- 7.2 To redeem the Offer, the participant must follow the following steps and/ or instructions:
 - 7.2.1 Step 1:** Switch on the Qualifying Device and connect to the Internet within the Republic of South Africa during the applicable Redemption Period
 - 7.2.2 Step 2:** Have all current Samsung software updates downloaded and installed from the settings menu on the Qualifying Device
 - 7.2.3 Step 3** Download Samsung Members Application from the Samsung Galaxy Store or Google Play Store on the Qualifying Device
 - 7.2.4 Step 4** Register for a Samsung Members account and click on the Samsung Care+ promotional banner in the "Benefits" section of the Samsung Members Application and follow the prompts or go to www.samsung.com/za/offer and click the Buy Now button to redeem.
 - 7.2.5 Step 5:** Complete the Samsung Care+ registration form and select the Service Plan chosen in terms of the Offer.
 - 7.2.6 Step 5:** Make the once-off online payment of either **R99 or R399**.
 - 7.2.7 Step 5:** Once the Organiser has validated the participant's registration and payment, the participant will receive an email containing the Samsung Care+ documents within 30 days.
- 7.3 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 7.4 below.
- 7.4 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.
- 7.5 It is the participant's responsibility to ensure that any information provided to the Organizer is accurate, complete and up to date.
- 7.6 The Organiser will not be responsible for any costs associated with the redemption process of the Offer.
- 7.7 By redeeming the Offer, the participant accepts the Standard terms and conditions applicable to Samsung Care+ which can be found by following this link: <https://www.samsung.com/za/offer/samsung-care-plus/standard-terms/>. The participant's attention is drawn to an additional payment of a repair fee upon submitting a claim.
 - 7.7.1 In terms of the Samsung Care+ Standard 6 (six) months Service Plan with 1 x Screen Protection Plan the applicable repair fee is R150.00.
 - 7.7.2 In terms of the Samsung Care+ Standard 12 Months service Plan with 1 x Screen Protection Plan the applicable repair fee is R749.00.

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 entrance to 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 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.

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 10.6 and 10.7 below.

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 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.

- 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 Information regarding the Promotion that is published on authorized advertising material will also form part of the Terms and Conditions of the Promotion.
- 9.9 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 <http://www.samsung.com/za/offer/> The onus rests on the participant to constantly check the website for updates to the Terms and Conditions.
- 9.10 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.
- 9.11 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.
- 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 stores, 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:
- 9.17 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
- 9.18 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.

10 Consumer Protection Act:

- 10.1 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