

# TERMS AND CONDITIONS FOR THE SAMSUNG CARE PLUS (12 MONTHS SERVICE PLAN) PROMOTION FOR GALAXY Z FOLD4 and Z FLIP4

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. Please refer to this website for the current Terms and Conditions for this Promotion: [www.samsung.com/za/offer/galaxy-z-care-plus-offer](http://www.samsung.com/za/offer/galaxy-z-care-plus-offer)

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

1. **Promotion:**
  - 1.1 Samsung Care Plus One Screen Repair (12-month service plan) Promotion for Galaxy Z Fold4 and Z Flip4 (“Promotion”).
  - 1.2 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 **26<sup>th</sup> August 2022 at 00h00 until 28<sup>th</sup> February 2023** at 23h59. (“Promotion Period”) in the Republic of South Africa.
  - 2.2 The Promotion Period may be extended or curtailed at the discretion of the Organizer.
  - 2.3 The Promotion is valid while stocks last.
  
3. **Who may enter:**
  - 3.1 All participants must:
    - (a) be citizens of the Republic of South Africa and/or legal residents of the aforesaid country;
    - (b) be currently residing in the Republic of South Africa at the date of the commencement of the Promotion Period;
    - (c) 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.

- (e) Have made a valid purchase of a Samsung Galaxy Z Fold4 and Z Flip4 from any Samsung authorised network operator, retail outlet or any authorised online reseller.

3.2 Participation in this Promotion includes the Organizer, 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, if they personally purchase a Samsung Galaxy Z Fold4 or a Z Flip4 for their own personal use. Proof of purchase will be verified at the Promoter's discretion.

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

4.1. the participant must:

- (a) be a participant as per clause 3 above;
- (b) purchase their Samsung Galaxy Z Fold4 and Z Flip4 ("Device") at any Samsung authorised network operator, retail outlet or any authorised online reseller, during the period between 26th August 2022 (00h00) and 28<sup>th</sup> February 2023 (23h59) to qualify for a 12 months Samsung Care Plus plan, subject to terms and conditions;
- (c) have purchased the Device during the Promotion Period;
- (d) Go to <https://www.samsung.com/za/mobile/samsung-care-plus/registration/> or the Samsung Members App and complete the application form for the Offer;
- (e) select your qualifying Device from the drop down menu as per the Device bought by the participant;
- (f) select your 12 Month offer and complete the Samsung Care Plus enrolment form;
- (g) You MUST complete the Samsung Care plus registration within 30 days from device purchase, otherwise you will lose this limited Offer.**

4.2. No claims for or activation of the Offer will be accepted or processed after 30 March 2023 (23h59);  
Proof of purchase of the Device may be required as part of the redemption process.

5. **Can I qualify more than once for the Promotion:**
- 5.1. The Promotion is limited to 1 (one) Samsung Care Plus plan per valid 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 the opportunity to receive a once-off promotional 12 months Samsung Care Plus plan ("Offer").
  - 6.2. The Offer affords the participant the opportunity for 1 (one) screen repair for the inner and/or outer screen repair of the Device.
  - 6.3. A repair fee of R999 (nine hundred and ninety-nine rand) will be applicable on a screen repair within the twelve (12) month Offer period payable by the participant.
  - 6.4. Only 1 (one) repair is allowed during the Offer period.
  - 6.5. The Offer is not transferable. No substitution, cash redemption, or assignment of the Offer is permitted.
  - 6.6. 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.
  - 6.7. The Offer is only valid for Device purchased during the Promotion Period.
7. **Terms of Activation:**
- 7.1. The Offer must be activated within 30 days of Device purchase date.
  - 7.2. Should the participant fail to supply valid enrolment details upon redemption of the Samsung Care Plus Offer through the enrolment website, the Offer will be forfeited.
  - 7.3. To redeem your Offer the participant must follow these steps and/or instructions:
  - 7.4. Step 1: Buy a Galaxy Z Fold4 and Z Flip4 at any Samsung authorised network operator, retail outlet or any authorised online reseller.
  - 7.5. Step 2: Open the Samsung Members App and click on the Samsung Care+ promo banner or go to [www.samsung.com/za/offer/galaxy-z-care-plus-offer](http://www.samsung.com/za/offer/galaxy-z-care-plus-offer) terms and click the register now button to redeem and activate Samsung Care plus.
  - 7.6. Step 3: Complete the Samsung Care Plus registration form.

- 7.7. Step 4: Select Samsung Care Plus Standard (Complimentary) option which will have a zero amount.
- 7.8. Step 5: You will receive a SMS and email with your Samsung Care Plus documents within 30 days.

**8. Limitation of Liability:**

- 8.1. To the extent permitted by Consumer Protection Act No 68 of 2008 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).
  - (c) All personal information exchanged with the usage of 3rd party applications will not be monitored or controlled by the Organizer. 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 Organizer from all liability arising from whatsoever nature.

**9. General:**

- 9.1. 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 9.4 below.
- 9.2. The participant is bound by the Samsung Care Plus terms and conditions. Should there be any dispute in this regard, the Organizers shall be sole adjudicator of the dispute and the Organizers decision shall be final.
- 9.3. Participants acknowledge and accept that the Organizer shall utilise a third party agent to issue and administer the Samsung Care Plus plan. In order to affect the contacting process, the Organizer shall provide the participant's information to such third party agent.

- 9.4. 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.
- 9.5. Information regarding the Promotion that is published on authorized advertising material will also form part of the Terms and Conditions of the Promotion.
- 9.6. The Organizer 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 Organizer's website [www.samsung.com/za/offer/galaxy-z-care-plus-offer](http://www.samsung.com/za/offer/galaxy-z-care-plus-offer) The onus rests on the participant to constantly check the website for updates to the Terms and Conditions.
- 9.7. The Organizer 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 Organizer's discretion. Failure by the Organizer to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 9.8. 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 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.
- 9.9. 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, suspension or termination shall be deemed to have taken effect from the date of publication on the Organizer's website [www.samsung.com/za/offer/galaxy-z-care-plus-offer](http://www.samsung.com/za/offer/galaxy-z-care-plus-offer) . No liability shall lie against the Organizer 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 Organizer and hereby acknowledge that they will have no right of recourse or claim of any nature whatsoever against the Organizer.

- 9.10. This Promotion is governed by these Terms and Conditions, as well as those of the relevant authorized participating stores, associated with this Promotion.
- 9.11. 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.
- 9.12. 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.
- 9.13. 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.
- 9.14. Data charges may be incurred during the registration process of the Offer, which will be for the account of the participant. Network rates apply.

**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.