

Samsung Rewards Program

TERMS AND CONDITIONS

Updated as of January 2023

PLEASE READ CAREFULLY. By enrolling in this program, you agree to the following terms and conditions that govern the Samsung Rewards Program ("the Program Ts&Cs").

A. Overview of Samsung Rewards Program

Samsung Rewards Program (the "Program") is a loyalty program sponsored by Samsung Electronics South Africa (Pty) Ltd (referred to interchangeably in the program Ts&Cs as "Sponsor" and "Samsung") through which individuals ("Participant(s)") who have a valid Samsung Account ID, may earn points ("Point(s)") that will be credited to Participant's Samsung Rewards Account ("Rewards Account") as set forth herein.

The program enables the Participants to earn Rewards Points and redeem the Rewards Points on their purchases on the Samsung.com shop. By creating a Samsung Account ID, the Participant will be enrolled in the Samsung Rewards Program by default. Participants may opt out from the Program at <https://privacy.samsung.com/my-data> and from their Samsung Account and the Program at <https://account.samsung.com/>

Participants may redeem their Points through the "Rewards Catalog" or at www.samsung.com/za, as more fully described below.

B. Eligibility and Participation in the Program

- a. The Program is open to citizens and/or legal residents of the Republic of South Africa. All Participants must be natural persons and be at least 18 (eighteen) years old to participate in the Program.
 - b. Participants must have a valid Samsung Account ID. Accounts are free, but subject to the Terms and Conditions of the Samsung Account. If you do not have a Samsung Account ID, visit <https://account.samsung.com> and follow the links and instructions to create an account. The Samsung Account terms and conditions form an integral part of these Program Ts&Cs. In case of any inconsistency or conflict between the terms of the Program Ts&Cs and the Samsung Account terms and conditions, the Program Ts&Cs shall prevail.
1. **Registration.** To enroll in this Program and thereby create a Rewards Account, a Participant is required to register online (www.samsung.com) or through the Samsung Members application with the email address associated with his/her Samsung Account ID and agree to the Program Ts&Cs. Continued participation in the Program constitutes each Participant's continued full and unconditional agreement to the Program Ts&Cs, as they may be updated from time to time, and representation that the

Participant meets the eligibility requirements set out in the Program Ts&Cs. Those who do not comply with the Program Ts&Cs may be prohibited from participating in the Program as determined by Sponsor in its sole discretion. There is a limit of one (1) Rewards Account per person/e-mail address, regardless of whether more than one person uses the same e-mail address. The person who is the authorised e-mail account holder of the e-mail address indicated when registering (and who otherwise meets the eligibility criteria) will be deemed to be the Participant. Participant's may terminate their participation by deregistering on the account page. When terminating all accrued points will be forfeited.

2. Participant's Personal Information: To learn how the Sponsor will use the personal information collected in connection with the Rewards Account and/or this Program, refer to the Sponsor's Privacy Policy at <https://account.samsung.com/membership/pp>
3. Receiving Notifications From the Sponsor: By accepting the Program Ts&Cs and signing up for the Program, Participants hereby agree to receive email messaging to the email address associated with his/her Samsung Account as set forth in the Sponsor's Privacy Policy(<https://account.samsung.com/membership/pp>) and/or push notification messages to their Samsung Mobile Device from the Sponsor for promotional, information and/or other purposes, provided that the Participant is given the opportunity to opt-out of receiving marketing communications at any time via the appropriate opt-out mechanisms provided by the Sponsor for such purpose.
4. Privacy and Protection of Personal Data: The Participant agrees that Samsung may collect, use, disclose, transfer and store personally identifiable data and information about the Participant in accordance with Samsung's Privacy Policy, <https://account.samsung.com/membership/pp> and Samsung Rewards Privacy Notice found within the Samsung Members app, for the purposes of operating and managing the Samsung Rewards Program.

C. Duration, Modification and Termination of the Program

1. By participating in the Program, the Participants confirm that they are aware of, have read and accept the Program Ts&Cs.
2. **The Sponsor may, in its sole discretion, make amendments to the Program Ts&Cs at any time, and such amendments shall be deemed to have taken effect from the date of publication of the revised Program Ts&Cs on the Sponsor's website at www.samsung.com/za Samsung will only provide notice to Participants of material changes to the Program Ts&Cs. The Participant is responsible for ensuring that the Participant is familiar with any updates to the Program Ts&Cs. A Participant's continued participation in the Program constitutes his or her acceptance of any amendments to the Program Ts&Cs. In so far as a Participant wishes no longer to participate in the Program based in the amendments to the program, the Participant may deregister form the Program.**
3. Save as prohibited by law, Sponsor reserves the right to cancel, suspend or terminate the Program, without notice at any time, and such cancellation, suspension or termination shall be deemed to have taken effect from the date of publication of the

cancellation, suspension or termination on the Sponsor's website. Samsung shall have no liability whatsoever arising out of or in connection with such cancellation, suspension or termination. Cancellation, suspension or termination of the Program may affect a Participant's ability to redeem accumulated Points. **IN THIS REGARD, TO THE EXTENT PERMISSIBLE IN LAW, THE PARTICIPANT WAIVES ANY RIGHT WHICH THEY MAY HAVE AGAINST THE SPONSOR AND HEREBY ACKNOWLEDGES THAT HE/SHE WILL HAVE NO RIGHT OF RECOURSE OR CLAIM OF ANY NATURE WHATSOEVER AGAINST THE SPONSOR ARISING OUT OF OR IN CONNECTION WITH THE PROGRAM AND/OR THE CANCELLATION, SUSPENSION OR TERMINATION THEREOF.**

D. Earning Points

1. Earning Points through use of other Samsung Mobile Applications:

The Sponsor may offer Points to use, engage or interact with other Samsung mobile applications (solely determined by Samsung and subject to change from time to time) available on some or all qualifying devices. Each such offer will provide details and terms regarding how to earn Points and when they will be credited to a Participant's Rewards Account.

2. Earning Points through Purchase of Select Samsung Products (no Qualifying Device required):

(a) Sponsor will offer Points for purchase of select products through Samsung.com/za as identified on the product detail page, herein a "Qualified Product." **Products deemed to be Qualified Products may change or be discontinued, at any time and without notice.** Participant will earn Points as follows:

- i. Participants must be logged into their Samsung Account during purchase check out of (a) Qualified Product(s).
- ii. Participant will receive Points based upon the final cost paid at check out (whether paid-in-full or approved for Samsung or other financing) of (a) Qualified Product(s). The final cost will be calculated after all discounts, including use of Points to purchase, coupons, promo codes and gift certificates have been redeemed and will not include shipping or taxes or other fees, if any. The number of Points that will be earned will be displayed after check out.
- iii. Points will be credited to Participants Rewards Account once applicable return periods have lapsed after delivery date of Qualified Products purchases or where applicable after chargebacks are complete.
- iv. If Participant is not logged into their personal Samsung Account during the purchase process for a Qualified Product, Participant forfeits the ability to request Points at a later time. Should a Participant fail to log in to their

Samsung Account when purchasing -, they will do so as on a “Guest Account” and such purchases will not earn Points.

(b) Sponsor may offer Points for purchase of specific Samsung products through particular retailers for limited time periods, herein “Qualified Merchant Purchase.” Participants will be required to upload receipts displaying a Qualified Merchant Purchase and provide all other required information as proof of purchase. For each such offer, Sponsor will provide terms with details, limitations and when Points will be credited to Participant’s Rewards Account.

(c) If a Qualified Product Purchase or Qualified Merchant Purchase is returned for any reason after Points have been credited, Sponsor reserves the right to deduct the corresponding Points from Participant’s Rewards Account.

3. **Earning Points through other Special Offers:** Sponsor may also offer Points through promotional offers to some or all Participants for limited time periods. These offers may be communicated through the Samsung Members App and other Samsung Services such as Samsung.com. Each offer will provide details and terms including how to participate and other limitations or restrictions. Sponsor may notify eligible Participants with this special opportunity through push notifications and/or to the email address associated with their Samsung Account.

E. Point Value, Forfeiture of Points, & Viewing Points

1. **No Cash Value or Transferability.** Points are not redeemable for cash, transferable or assignable for any reason. Points are not transferable upon death, as part of a domestic relations matter or otherwise by operation of law. The sale or transfer of Points is strictly prohibited. Points may not be sold on any secondary market, and any transfer of Points to a secondary market shall be deemed void. There shall be no carry over or transfer of Points to other Sponsor programs, unless otherwise determined by Sponsor in its sole and absolute discretion.

2. **Point Expiration.**

As of **17 October 2023** Points earned will **expire 36months after they are earned ("the Validity Period")**. Points not redeemed during the Validity Period will expire automatically and be forfeited by the Participant.

For Points earned **prior to 17 October 2023**, these Points will expire 24 (twenty four) months after they are earned (“**the Second Validity Period**”). Points not redeemed during the Second Validity Period will expire automatically and be forfeited by the Participant.

When you redeem your Points, Samsung will first deduct the oldest Points that you have earned from your account to the newest Points earned, in order to ensure you are able to utilize both the Validity Period and the Second Validity Period for all your earned Points.

3. **Accrued Points Viewable in Participant's Rewards Account.** The number of Points collected by each Participant will be tracked in the Participant's Samsung Rewards Account. Points will be credited to Participant's Rewards Account after (i) transaction confirmation; and (ii) the applicable return period has lapsed. However, each Participant will have the responsibility of ensuring that his/her Points are properly credited. Any claim for Points not credited accurately must be received by Sponsor within seven (7) days of the date of claimed accrual of such Points. Manual issuance of Points can take up to sixty (60) days. Sponsor shall have no liability for any printing, production, typographical, mechanical or other errors in the Points summaries or Participant Reward Account. Sponsor reserves the right to invalidate Points from a Participant Rewards Account if it determines that such Points were improperly credited or obtained fraudulently. Sponsor reserves the right to require proof of accrual of Points and Sponsor reserves the right to delay the processing or redemption of any Points without notice to Participants in order to assure compliance with these Rules. Participants are responsible for maintaining the confidentiality of their Participant Rewards Accounts and passwords and for restricting access to their Qualifying Devices and activity on their Participant Rewards Account, and **Participants agree to accept responsibility for all activities that occur under their Rewards Account.** Without limiting any other remedies, Sponsor may suspend or terminate a Participant's Reward Account if Sponsor suspects that a Participant has engaged in fraudulent activity in connection with the Program. **Participation in the Program is subject to the Program Ts&Cs, as well as policies and procedures that the Sponsor may adopt or modify from time to time** as described in these Program Ts&Cs. Any failure to abide by the Program Ts&Cs or any policies or procedures implemented by the Sponsor, any conduct detrimental to the Sponsor, or any misrepresentation or fraudulent activities in connection with the Program may result, in addition to any rights or remedies available to the Sponsor in law in the termination of participation in the Program, as well as forfeiture of Points accrued to date, all as determined by Sponsor in its sole discretion.

F. Redeeming Points Earned

Points may be used to purchase items in the Rewards Catalog and to purchase Qualified Products through Samsung.com, once a Participant has accrued Points. The total number of Points Participants can use for a purchase is a maximum of 99% of the value of the item being purchased.

1. Purchasing Items from the Rewards Catalog

- (a) Participant may visit the Rewards Catalogue within the Samsung Members App to redeem items with accrued Points.
- (b) To purchase items from the Rewards Catalog, follow the links and instructions to browse through the Rewards Catalog. Once Participant has located an item he or she would like to purchase, he or she can purchase the item by clicking on the "Redeem" button. Participant will receive confirmation that the item has been purchased and the associated Points will be deducted from his/her Rewards Account.
- (c) Sponsor reserves the right to modify the list of items available for purchase, as well as their corresponding Point values, at any time for any reason.
- (d) All purchases for items from the Rewards Catalog are final and the Points will be deducted from Participant's Rewards Account.
- (e) Sponsor reserves the right to substitute an item advertised with an item of equal or greater value if due to unavailability or for any other reason.
- (f) Fulfillment process and timing will vary depending on the Reward purchased through the Rewards Catalog. Details will be provided at the time of purchase.
- (g) Except as otherwise provided herein or in any applicable law, no refunds will be provided on any purchased item.
- (h) Sponsor shall endeavour to replace any damaged or defective goods purchased using the Points in accordance with the provisions of the Consumer Protection Act No. 68 of 2008 ("CPA"). Other than in respect of damaged, defective or unsafe goods or for any other lawful reasons provided in the CPA, no refunds are permissible for any item(s) purchased with the Points.

2. Using Points to Purchase items on Samsung.com/za

- (a) Points may be used to purchase or partially purchase (a) Qualified Product(s) offered within Samsung.com when a Participant is logged into their Samsung Account.
- (b) The number of Points available to use for the purchase and its corresponding discount to purchase may be displayed during check out.
- (c) Points may not be used to pay for shipping or taxes or other fees, if any.
- (d) Upon completion of check out, the Points will be deducted from the Participant's Rewards Account. The deduction of Points is final and except as described below in subsections (e) and (f), Points will not be returned.
- (e) Where return or cancellation of a Qualified Product(s) are permitted, Points will be returned to Participant upon cancellation or once Sponsor confirms satisfactory return of the applicable Qualified Product(s).
- (f) Where both cash and Points are used for a purchase or where multiple Qualified Products are purchased but not all Qualified Products are satisfactorily returned, the Points returned to Participant will be provided on a pro-rata basis.
- (g) Sponsor reserves the right to modify the list of items available for purchase, as well as their corresponding Point values, at any time for any reason.

G. General Terms and Conditions

1. Sponsor reserves the right to suspend or discontinue the eligibility of any person who uses, or, in the case of suspension, is suspected of using, the Program in a manner inconsistent with the Program Ts&Cs or any applicable laws, statutes or ordinances. In addition to suspension or discontinuance of the Program eligibility, Sponsor shall have the right to take appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary in its sole discretion.
2. Any attempt by any person to undermine the legitimate operation of the Program may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any of the Program Ts&Cs shall not constitute a waiver of that, or any other, provision.
3. The Program is provided to individuals only. Corporations, associations, including school organisations, or other groups may not participate in the Program.
4. All questions or disputes regarding eligibility for the Program, the availability of items, or a Participant's compliance with these Rules will be resolved by the Sponsor in its sole discretion. For the avoidance of doubt, a Participant is not precluded from pursuing rights available to the Participant in terms of any applicable laws
5. The Sponsor is not responsible for any incorrect or inaccurate information supplied by Participants while participating in the Program.
6. Participants are responsible for the payment of all taxes which may result from participation in the Program.
7. Participants are responsible for maintaining updated contact information associated with their Samsung ID.
8. The Program is subject to all applicable laws and regulations and Participants shall comply with all applicable laws and regulations. Any dispute or claim arising out of or in connection with the Program shall be governed by and construed in accordance with the laws of South Africa.

H. **Limitation of Liability**

TO THE EXTENT PERMITTED BY THE CPA AND ANY OTHER APPLICABLE LAW:

1. The sponsor, and its parent, subsidiary, affiliate, franchisees, and related companies, and each of its and their respective officers, directors, employees, shareholders, agents and promotional and advertising agencies, successors, assigns (collectively the "Released Parties") are **NOT RESPONSIBLE FOR ANY PRINTING OR COMPUTER ERROR, OMISSION, INTERRUPTION, IRREGULARITY, DELETION, DEFECT, DELAY IN OPERATIONS OR TRANSMISSION, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO OR ALTERATION OF PROGRAM MATERIALS OR FOR TECHNICAL,**

NETWORK, TELEPHONE EQUIPMENT, ELECTRONIC, COMPUTER, HARDWARE OR SOFTWARE MALFUNCTIONS OF ANY KIND, OR INACCURATE TRANSMISSION OF PROGRAM INFORMATION DUE TO TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET, AT ANY WEB SITE OR ANY COMBINATION THEREOF. In the event that the Samsung Members App and/or the Rewards Program is temporarily corrupted and suspended, notice of such will be provided and participants will be advised to (1) not redeem points until such time that the program, as originally intended, may be resumed and (2) that qualified transactions during this time period completed will not generate points for the participant.

- 2. BY PARTICIPATING IN THE PROGRAM, EACH PARTICIPANT ACCEPTS ALL RESPONSIBILITY FOR, AND HEREBY RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS SPONSOR AND THEIR RELEASED PARTIES FROM AND AGAINST ANY CLAIMS, LIABILITIES, DAMAGES, OR EXPENSES THAT MAY ARISE FROM ACTIONS TAKEN BY SUCH PARTICIPANT AND/OR PARTICIPANT'S PARTICIPATION IN THE PROGRAM, OR FOR ANY HARM OR INJURY CAUSED BY ANY THIRD PARTY.**
- 3. IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF ANY OR ALL OF THE FOREGOING OR ANY OF THEIR AUTHORISED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS MEANS THAT THE PARTICIPANT HEREBY WAIVES ANY AND ALL RIGHTS TO ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE DAMAGES OR LOST PROFITS FROM THE SPONSOR AND ITS LICENSORS. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE SPONSOR'S CUMULATIVE LIABILITY TO PARTICIPANT ARISING FROM ANY CAUSE OF ACTION WILL AT ALL TIMES BE LIMITED TO THE PARTICIPANT'S ACTUAL LOSS.**
- 4. Released Parties are not responsible for any products or services offered in the Rewards Catalog other than those manufactured by Sponsor. TO THE FULLEST EXTENT ALLOWABLE BY LAW, SPONSOR SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, REGARDING THE PRODUCTS AND/OR SERVICES SOLD THROUGH THE PROGRAM.**
- 5. As a condition of participating in the Program, Participant agrees that, except where prohibited, ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF, OR CONNECTED WITH, THE PROGRAM OR ANY ITEM PURCHASED THEREIN SHALL BE RESOLVED INDIVIDUALLY WITH SAMSUNG AND/OR THIRD PARTY (IF ANY), WITHOUT RESORT TO ANY FORM OF CLASS ACTION.** All issues and questions concerning the construction, validity, interpretation and enforceability of the Program Ts&Cs, Participant's rights and obligations, or the rights and obligations of Sponsor in

connection with the Program, shall be governed by, and construed in accordance with, the laws of South Africa, without giving effect to any choice of law rules.

6. If any provision of these Rules is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Rules, which will otherwise remain in full force and effect

Sponsored by: Samsung Electronics South Africa Proprietary Limited 2929 William Nicol Drive, Bryanston, Johannesburg, 2021