

## PROMOTION TERMS AND CONDITIONS FOR THE SAMSUNG GALAXY S25 SERIES TRADE-IN 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. 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/trade-in/>

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 Galaxy S25 Series (S25, S25+ and S25 Ultra) Trade-In 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. “**Additional Value**” means the difference between the Trade-In Value (as defined in clause 5.3) and the amount paid to a participant.
- 1.4. “**Online Store**” means the Samsung online store and any other online store in South Africa.
- 1.5. “**Participating Network Operator**” means all South African network operators who sell the Promotion Device.
- 1.6. “**Participating Retail Partner**” means the participating South African retail partners listed at the bottom of the webpage <https://www.samsung.com/za/trade-in>.
- 1.7. “**Promotion Device**” means a Samsung Galaxy S25 Series (S25, S25+ and S25 Ultra) device;
- 1.8. “**Trade-In Device**” means the mobile devices set out in clause 5.1;
- 1.9. “**Trade-In Partner**” means Regener8 Group Proprietary Limited, registration number 2017/308339/07 and/or its agencies.
- 1.10. This Promotion may not be applied for on behalf of someone else and accordingly, only the participant acting in their individual/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 21 March 2025 [00h00] to 06 April [23h59] (“**Promotion Period**”).
- 2.2. The redemption period will be from 21 March 2025 [00h00] to 13 April 2025 [23h59] (“**Redemption Period**”).
- 2.3. The Promotion Period and Redemption Period:

- 2.3.1. may be extended or curtailed at the discretion of the Organiser;
- 2.3.2. are subject to availability and the Organiser does not guarantee that the Galaxy S Series or the promotional items will be available on the abovementioned dates.

### **3. Who may enter:**

- 3.1. Participants in this Promotion must:
  - 3.1.1. be a citizen of the Republic of South Africa and/or a legal resident 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;
  - 3.1.3. be at least eighteen years old at the date of the commencement of the Promotion Period;
  - 3.1.4. be in possession of a valid South African identity or residence permit;
  - 3.1.5. during the Promotion Period, have purchased a Promotion Device from a Participating Retail Partner, Participating Network Operator or an Online Store and have a valid proof of purchase for verification by the Organiser.
- 3.2. Participation in this Promotion includes the Organiser, its 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 have personally purchased a Promotion Device for their own personal use from a Participating Retail Partner. Proof of purchase will be at the Organiser's discretion.
- 3.3. Misrepresentation of participants or in store sales representatives will result in the disqualification of the participant and possible legal action.
- 3.4. By participating in this Promotion the participant warrants and confirms that the Trade-In Device:
  - 3.4.1. legally belongs to and is legally and rightfully owned by the participant;
  - 3.4.2. is not a stolen device and has not been obtained by the participant through any fraudulent or criminal conduct.
- 3.5. In the event that any claim is made against the Organiser by any third party alleging that the Trade-In Device does not belong to the participant, the participant hereby indemnifies the Organiser against any such claims and the Organiser shall have the right to recover any and all costs, expenses, losses and/or damages suffered by the Organiser, as a result of such claims, from the participant.

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

- 4.1. The participant must:
  - 4.1.1. be a participant as set out in clause 3.1 above;
  - 4.1.2. during the Promotion Period:

- 4.1.2.1. turn on the Promotion Device in accordance with the provisions of clause 7;
- 4.1.2.2. utilise the IMEI number printed on the Promotion Device packaging to apply for a trade-in of their Trade-In Device in accordance with the provisions of clause 7;
- 4.1.3. subject to the provisions of clause 4.2, trade in a Trade-In Device during the Promotion Period, which falls within the grade A, B or C grading levels (as detailed below) allocated to the Trade-In Device by the Trade-In Partner:

Grading	Description
<b>Grade A</b>	Trade-In Device is in pristine condition with minimal wear and tear, no visible dents, scratches, damages or any faults on the displays.
<b>Grade B</b>	Trade-In Device has scratches or dents or damage on the body or back cover of the Trade-In Device, excluding the main displays, excluding any faults to the displays
<b>Grade C</b>	Trade-In Device has faulty displays, excluding any cracks on the displays.
<b>Exclude</b>	Any Trade-In Device with: <ul style="list-style-type: none"><li>• with a crack on the displays</li><li>• not powering on or reliant on external power</li><li>• which has battery swelling;</li><li>• which is a foreign device, suspicious and/or deemed to be suspicious trade-in activity</li></ul>

- 4.2. Notwithstanding the provisions of clause 4.1 and for the purposes of the definition of “Exclude” set out in the table above, any Trade-In Device:
  - 4.2.1. with a crack on the displays;
  - 4.2.2. not powering on or reliant on external power;
  - 4.2.3. which has battery swelling;
  - 4.2.4. which is a foreign device, suspicious and/or deemed to be suspicious trade-in activity;is expressly excluded from this Promotion.
- 4.3. The grading of the Trade-In Device will be at the absolute and sole discretion of the Trade-in Partner and its decision in this regard will be final.
- 4.4. Proof of purchase will be verified at the Organiser’s sole discretion.
- 4.5. Errors and omissions 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.

- 4.6. It is the participant's responsibility to ensure that any information which is provided to the Organiser is accurate, complete and up to date.

## 5. Offer:

- 5.1. Subject to the grading applied to the Trade-In Device by the Trade-In Partner in terms of clause 4.1.3 and the levels (as set out in the table below), the Promotion will afford a participant who has complied with the provisions of clause 4, the opportunity, during the Promotion Period, to receive cash back for the purchase of the Promotion Device in an amount equal to the amounts set out below and in the various forms set out in this clause 5 ("Offer"):

Campaign	Type	Level	GRADES	Saving	SAMSUNG						OTHER			
S25 Ultra S25+ S25  ENHANCED PROMO  21 MAR to 6 APR	Cash	Level 1	A	R 15,000	Z Fold6	Z Flip6	S24 Ultra	S24+	S24	S24FE	IP 16 PM	IP 16 Pro	IP 16 Plus	IP16
			B	R 12,000										
			C	R 7,000										
		Level 2	A	R 12,000	Z Fold5	Z Flip5	S23 Ultra	S23+	S23	S23FE	IP 15 PM	IP 15 Pro	IP 15 Plus	IP15
			B	R 10,000										
			C	R 5,000										
		Level 3	A	R 10,000	Z Fold4	Z Flip4	S22 Ultra	S22+	S22		IP 14 PM	IP 14 Pro	IP 14 Plus	IP14
			B	R 8,000										
			C	R 5,000										
		Level 4	A	R 7,000	Z Fold3	Z Flip3	S21 Ultra	S21+	S21	S21FE	IP 13 PM	IP 13 Pro	IP 13	
			B	R 5,000										
			C	R 3,000										
		Level 5	A	R 7,000	Z Fold2	Z Flip	S20 Ultra	S20+	S20	Note20 & Note 20 Ultra	IP 12 PM	IP 12 Pro	IP 12	
			B	R 5,000										
			C	R 3,000										

## 5.2. How the Offer will apply:

### 5.2.1. Participants paying cash for the Promotion Device from a Participating Retail Partner

- 5.2.1.1. Where the participant is paying cash for the Promotion Device from a Participating Retail Partner, the participant will qualify, subject to the provisions of clause 5.2.1.2, for one of the following, each to the value as set out in clause 5.1:

- 5.2.1.1.1. a reduction on the purchase price of the Promotion Device; or
- 5.2.1.1.2. a cash back discount from the Participating Retail Partner; or
- 5.2.1.1.3. a gift card from the Participating Retail Partner, which gift card will be subject to the Participating Retail Partner's gift card terms and conditions.

- 5.2.1.2. The decision to award a participant a reduction in the purchase price, cash back discount or a gift card will be at the sole discretion of the Participating Retail Partner.

### 5.2.2. Participants purchasing the Promotion Device from Participating Network Operator

- 5.2.2.1. If the Promotion Device is bought from a Participating Network Operator, the participant will be eligible to qualify for the cash back discount set out in clause 5.1 for the Promotion Device, when redeeming the Offer at the Participating Network Operator or on the Samsung Trade-In online platform on <https://www.samsung.com/za/trade-in>.

5.2.3. Participants purchasing the Promotion Device from an Online Store

5.2.3.1. Where the participant is purchasing the Promotion Device from an Online Store, the participant will qualify for a cash back discount, as set out in clause 5.1, for the Promotion Device when redeeming the Offer, which amount will be paid into the participant's bank account as provided by the participant to the Organiser.

5.3. Notwithstanding any provision to the contrary contained herein, in the event that any amounts are paid to a participant in the form of cash back discounts, gift vouchers or reductions in the purchase price of a Promotion Device (collectively referred to as "**Trade-In Value**") and the trade-in of the Trade-In Device is unsuccessful, at the sole discretion of the Organiser and as contemplated in clause 5.4, the participant will be required to repay the Trade-In Value, in cash, as follows:

5.3.1. directly to the Trade-In Partner if the participant applied for the trade-in through the Samsung Trade-In online platform on <https://www.samsung.com/za/trade-in>, in accordance with the repayment terms agreed to writing between the participant and the Trade-In Partner; or

5.3.2. the relevant Participating Retail Partner or Participating Network Operator, if the participant applied for the trade-in through a Participating Retail Partner or Participating Network Operator.

5.4. For the purposes of clause 5.3, an unsuccessful trade-in can take place in circumstances where:

5.4.1. the participant's Trade-In Device is Excluded (as defined in clause 4.2); or

5.4.2. the Promotion Device purchased by the participant is not made for the South African market; or

5.4.3. it has been established through the relevant blacklisting system checks undertaken by the Trade-In Partner that the participant does not own the Trade-In Device.

5.5. The Offer is not transferable and no substitution, cash redemption, or assignment of the Offer is permitted.

5.6. The Offer may differ from that shown on the promotional material with regard to colour and specifications and it shall be subject to availability and in the Organiser's sole and absolute discretion to select it.

5.7. The Offer is provided on a first come first serve basis and while stocks last. The Organiser cannot be held accountable once stock of the Promotion Device has been depleted.

5.8. The Organiser reserves the right to change the Offer should they deem necessary, to an offer of similar economic value.

5.9. Any and all tax implications and liabilities as a result of receiving the Offer will be solely borne by the participant.

- 5.10. Should the participant return the Promotion Device and cancel their purchase of the Promotion Device, they will no longer qualify for the Offer and the Trade-in Partner will be entitled to claim back the Additional Value of the Offer paid to the participant.

**6. Can I qualify more than once for the Promotion:**

- 6.1. The Promotion is limited to one Trade-In Device per Promotion Device purchased with a maximum number of Promotion Devices being limited to three.
- 6.2. 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 Redemption Period.

**7.2. Where the participant purchased the Promotion Device at a Participating Retail Partner or Participating Network Operator and elects to redeem the Offer at the same Participating Retail Partner or Participating Network Operator, the participant must:**

**Step 1:** Prepare the Trade-In Device to be taken to a Participating Retail Partner or Participating Network Operator by:

- (1) backing up files and information from the Trade-In Device;
- (2) performing a factory reset on the Trade-In Device;
- (3) deactivating the Trade-In Device from any google or iCloud accounts;  
and
- (4) removing sim and memory cards.

**Step 2:** Hand in the Trade-In Device at a Participating Retail Partner or Participating Network Operator for it to be graded in accordance with clause 4.1.3.

**Step 3:** Once a Trade-In Value has been provided by the Participating Retail Partner or Participating Network Operator, the participant must agree to the terms and conditions set out in the Participating Retail Partner's or Participating Network Operator's trade-in agreements.

**Step 4:** Provide their personal details in the trade-in agreement for the sale of their Trade-In Device.

**Step 5:** The Participating Retail Partner or Participating Network Operator will provide the participant with the final Trade-In Value.

**Step 6:** Turn on the Promotional Device and perform the following steps before leaving the Participating Retail Partner's Participating Network Operator's store:

- (1) select the desired language on the welcome screen and select start;
- (2) review and accept the End User License Agreement and select next;
- (3) connect to WiFi or use a SIM card that has internet connectivity;

- (4) once a participant is on the “Getting your Phone ready” screen, they have completed the required steps.

7.3. **Where the participant has bought the Promotion Device from an Online Store, Participating Retail Partner or Participating Network Operator and redeems or elects to redeem the Offer using the Samsung Trade-In online platform <https://www.samsung.com/za/trade-in>, the redemption must take place within 30 days from the date of purchase of the Promotion Device and the participant must:**

**Step 1:** Activate the Promotion Device within 7 days from date of purchase and perform the following actions:

- (1) turn on the Promotional Device;
- (2) select the desired language on the welcome screen and select start;
- (3) review and accept the End User License Agreement and select next;
- (4) connect to WiFi or use a SIM card that has internet connectivity;
- (5) once a participant is on the “Getting your Phone ready” screen, they have completed the required steps.

**Step 2:** Prepare the Trade-In Device to be collected by the Trade-In Partner by:

- (1) backing up files and information from the Trade-In Device;
- (2) performing a factory reset on the Trade-In Device;
- (3) deactivating the Trade-In Device from any google or iCloud accounts; and
- (4) removing sim and memory cards.

**Step 3:** Access the Trade-In online site via <https://www.samsung.com/za/trade-in> and select the Promotion Device. Provide the Trade-In Device details, evaluation criteria, personal information for device collection and pay-out details, as applicable and upload the Promotion Device proof of purchase.

**Step 4:** The Trade-In Device will be collected by the Trade-In Partner or their agent for evaluation and grading in accordance with the provisions of clause 4.1.3.

**Step 5:** Once a participant receives the applicable Trade-In Value for their Trade-In Device from the Trade-In Partner, the participant will be required to agree to the Trade-In Partner’s terms and conditions.

**Step 6:** The final Trade-In Value will be paid by the Trade-In Partner to a participant who submitted a valid IMEI number, as printed on the Promotion Device packaging, confirming that they purchased a Promotion Device from a Participating Retail Partner, Participating Network Operator or Online Store. At the election of the participant, payment will be made by electronic funds transfer or by means of a Samsung online store voucher.

- 7.4. Should a participant elect to redeem the Offer through the Samsung Trade-In online platform <https://www.samsung.com/za/trade-in>, the Participant will only qualify for the Additional Value if they:
- 7.4.1. redeem the Offer within 7 days of the date of purchase of the Promotion Device and within the Promotion Period, with the Promotion Device purchase date being verified against the proof of purchase provided by the participant, being an invoice from a Participating Retail Partner or the Online Store or Participating Network Operator;
- 7.4.2. turn on the Promotion Device within 7 days of the purchase date of the Promotional Device. The Promotion Device cannot be purchased on contract through a Participating Network Operator.
- 7.5. The proof of purchase invoice must adhere to the following criteria:
- 7.5.1. it must be an invoice from the store where the Promotion Device was purchased,
- 7.5.2. the invoice should be from a Participating Network Operator, Participating Retail Partner or Online Store;
- 7.5.3. date of invoice and purchase date must be within the Promotion Period;
- 7.5.4. the IMEI on the invoice must match the IMEI of the Promotion Device;
- 7.5.5. the invoice must be made out in the name of the person applying for the trade-in; and
- 7.5.6. only the original purchaser of the Promotion Device may claim the Offer.

## **8. Samsung Online Voucher Terms and Conditions**

- 8.1. The following terms and conditions apply to participants who elect to receive a Samsung online store voucher in terms of clause 7.3 ("**Voucher**").
- 8.2. Each Voucher:
- 8.2.1. has a unique voucher code which will be assigned to the participant;
- 8.2.2. is for the amount specified on the digital communication provided to the participant by way of electronic mail to be redeemed only at the Samsung online store and not in any physical Samsung branded stores or any affiliate stores or websites which sell Samsung products;
- 8.2.3. may only be redeemed by the participant to whom it was issued upon reasonable evidence of their identity being confirmed through the creation of a user account on the Samsung online store or such other valid form of identity document as may be requested by Samsung and/or the Samsung online store;
- 8.2.4. cannot be used after the expiration of the Voucher;
- 8.2.5. is limited to a one-voucher-per-purchase basis and accordingly:
- 8.2.5.1. the Voucher may not be aggregated in respect of the purchase of any item. For example, if the stated price of an item exceeds the amount of the Voucher, then the participant must pay the balance in order to purchase the item and may not use other Vouchers in respect of that item;



- 8.2.5.2. the Participant must use the full value of the Voucher when making the purchase, as any balance remaining after the purchase, will be forfeited;
- 8.2.5.3. may be used towards purchases of more than the value of the Voucher where the participant pays the balance using one of the accepted methods of payment on the Samsung online store;
- 8.2.6. cannot be transferred or assigned in any manner to any person;
- 8.2.7. is not redeemable for cash.
- 8.3. Samsung shall endeavour to replace any damaged or defective Products purchased using the Voucher in accordance with the provisions of the Consumer Protection Act. Other than in respect of damaged, defective or unsafe goods or for any other lawful reasons provided in the Consumer Protection Act, no refunds are permissible for any items purchased with the Voucher, provided that to the extent that a refund is permissible, the participant will be issued with a replacement voucher (with the same Voucher Date) and a refund of any cash amount contributed by the participant.
- 8.4. By making use of the Voucher, the participant acknowledges that he/she has read, understood and agreed to the terms and conditions set out herein and the terms and conditions of the Samsung online store;
- 8.5. Each participant will be required to create an account on the Samsung online store in order to redeem the Voucher.
- 8.6. The Voucher is for the exclusive use of the participant to whom it was issued.

## **9. Limitation of Liability:**

- 9.1. To the extent permitted by Consumer Protection Act No 68 of 2008 and any other applicable law 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 participation in the Promotion.
- 9.2. 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).
- 9.3. All personal information exchanged with the usage of third party applications will not be monitored or controlled by the Organiser. The participant bears the responsibility to ensure that it is aware of the terms and conditions applicable to usage of third party applications. The participant understands and agrees to indemnify the Organiser from all liability arising from whatsoever nature.

## **10. General:**

- 10.1. The participant may incur data charges during the redemption process of the Offer and the Organiser will not be responsible for any such costs. Network rates apply.

- 10.2. Cost associated with redemption process of the Offer will be for the participant's account and the Organiser will not be responsible for any such costs.
- 10.3. The Organiser accepts no responsibility for entries lost, misdirected, illegible, incorrect information, late, mutilated or altered. Entries that do not comply with these Terms and Conditions will be disqualified.
- 10.4. 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 third party applications. The participant understands and agrees to indemnify the Organiser from all liability arising from whatsoever nature.
- 10.5. 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 10.7 below.
- 10.6. Participants acknowledge and accept that the Organiser shall utilise a third party (the "Organiser'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 Organiser shall provide the participant's information to such third party.
- 10.7. By participating in the Promotion, the participants agree that the Organiser 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 Organiser for such purpose. The Organiser may also use the personal data collected from the participants as described in the Privacy Policy accessible at [www.samsung.com](http://www.samsung.com) and that such use may include transfers to the Organiser's affiliates and third party service providers in any country. The Organiser will not use details of participants 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. In the event however, of any conflict between the advertising material and these Terms and Conditions, these Terms and Conditions will prevail.
- 10.9. The Organiser 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 website <https://www.samsung.com/za/trade-in/>
- 10.10. The onus rests on the participant to constantly check the website for updates to the terms and conditions.

- 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 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.
- 10.12. 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, termination or termination shall be deemed to have taken effect from the date of publication on <https://www.samsung.com/za/trade-in>.
- 10.13. No liability shall lie against the Organiser in favour 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 Organiser and hereby acknowledge that they will have no right of recourse or claim of any nature whatsoever against the Organiser.
- 10.14. These Terms and Conditions, as well as those of the relevant authorized Participating Retail Partner, associated with this Promotion, govern this Promotion.
- 10.15. 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.
- 10.16. The Organiser 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.
- 10.17. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable, it will be:
- 10.17.1. read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible;
- 10.17.2. 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:**

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 ("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.