PROMOTION TERMS & CONDITIONS FOR THE SAMSUNG GALAXY Z FOLD8 ULTRA, GALAXY Z FOLD8 OR GALAXY Z FLIP8 SERIES TRADE-IN PROMOTION CLAIMING VIA A SAMSUNG BRANDED STORE

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 Z Fold8 Ultra, Galaxy Z Fold8 or Galaxy Z Flip8 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 total Offer amount less the value of the Pre-Owned Device, as determined by the Platform Provider in its sole discretion.

1.4. **"Offer"** has the meaning ascribed thereto in clause 5.1.

1.5. **"Participating Samsung Store"** means Samsung branded retail stores in South Africa, excluding online.

1.6. **"Platform Provider"** means NorthLadder Trading LLC a company incorporated in Dubai, United Arab Emirates, registration number 1698886.

1.7. **"Pre-Owned Device"** means the mobile devices set out in clause 4.1.2.3 and which have been sold by the Organiser into the South African market and purchased by participants in the Republic of South Africa.

1.8. **"Promotion Device"** means a Samsung Galaxy Z Fold8 Ultra, Galaxy Z Fold8 or Galaxy Z Flip8, purchased by a participant from a Participating Samsung Store, during the Promotion Period (as defined in clause 2.1).

1.9. **"Real Repair"** means The Real Repair Company Proprietary Limited, a private company incorporated under the laws of the Republic of South Africa, registration number 2019/276417/07.

1.10. **"Trade-In Partner"** means Real Repair and the Platform Provider

1.11. 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 Period:

2.1. The Promotion will run from 7 November 2026 [00:00] to 6 December 2026 [23:59] ("**Promotion Period**").

2.2. The redemption period in respect of the Offer (defined in clause 5.1 below) will be from 7 November 2026 to 6 December 2026 ("**Redemption Period**").

2.3. The Promotion Period and the 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 Promotion Device will be available on the abovementioned dates.

3. Who may enter:

3.1. A participant 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. have purchased a Promotion Device from a Participating Samsung Store during the Promotion Period.

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 Samsung Store. 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 and redeeming the Offer in terms of clause 7, the participant warrants and confirms that the Pre-Owned 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;

3.4.3. has not been blacklisted.

3.5. A breach by a participant of the provisions of clauses 3.4, will result in the disqualification of the participant.

3.6. In the event that any claim is made against the Organiser and/or a Participating Samsung Store, by any third party alleging that the Pre-Owned Device does not belong to the participant, the participant hereby indemnifies the Organiser and the Participating Samsung Store against any such claims and the Organiser and the Participating Samsung Store (as applicable) shall have the right to recover any and all costs, expenses, losses and/or damages suffered by the Organiser or the Participating Samsung Store, 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 Pre-Owned Device in accordance with the provisions of clause 7;

4.1.2.3. subject to the provisions of clause 4.2 and after having purchased a Promotion Device, trade in at a Participating Samsung Store, one of the following Pre-Owned Devices, which was sold by the Organiser into the South African market and purchased in South Africa.

Trade-In Level	**Device Model:**
Level 1	Z Fold7, Z Flip7, Z Flip7 FE, S25 Ultra, Z Fold6, Z Flip6, iPhone 15 Pro Max, iPhone 15 Plus, iPhone 16 Pro, iPhone 16, iPhone 16 Plus, iPhone 14 Pro Max
Level 2	S25, S25 FE, S25+, S25 Edge, S24 Ultra, S23 Ultra, Z Fold5, iPhone 15, iPhone 14 Pro, iPhone 14, iPhone 14 Plus
Level 3	S24 FE, S24+, S24, S23+, S23, Z Flip5, Z Flip4, Z Fold4, S22 Ultra

4.2. Notwithstanding any provision to the contrary contained herein, the Offer will only be provided to participants in respect of Pre-Owned Devices that are deemed by the Trade-In Partner, after inspection and grading of the Pre-Owned Device by the Trade-In Partner, to be a Grade A, Grade B or Grade C Pre-Owned Device, as defined in the table below.

<u>Android Devices</u>

Device Grade	**Grade**	**Description**
As New	A	✓ Fully Functional Device

		✓ Body: No Scratches Allowed ✓ Screen: No Scratches Allowed
Flawless	B	✓ Fully Functional Device ✓ Body: Minor Scratches Allowed ✓ Screen: No Scratches Allowed
Average	C	✓ Fully Functional Device ✓ Body: Minor Scratches Allowed ✓ Screen: Minor Scratches Allowed
Below Average	D	✓ 1 Functionality not working ✓ Body: Major Scratches, Minor Dents, Minor Paint wear off allowed & Camera lens broken. ✓ Screen: Major Scratches Allowed

IOS Devices

Device Grade	**Grade**	**Description**
As New	A	✓ Fully Functional Device ✓ All Original Parts ✓ Body: No Scratches Allowed ✓ Screen: No Scratches Allowed ✓ Battery Health > 95%
Flawless	B	✓ All Original Parts ✓ Body: Minor Scratches Allowed ✓ Screen: No Scratches Allowed ✓ Battery Health > 85%
Average	C	✓ All Original Parts ✓ Body: Minor Scratches allowed ✓ Screen: Minor Scratches allowed ✓ Battery Health < 85%
Below Average	D	✓ All Original Parts ✓ Body: Major Scratches, Minor Dents, Minor Paint wear off allowed & Camera lens broken ✓ Screen: Major Scratches allowed ✓ Battery Health < 85%

4.3. In the event that the Pre-Owned Device does not switch on without a charger and/or is given a Grade which is not listed in the tables in clause 4.2, the Pre-Owned Device will not qualify for the Offer.

4.4. The grading of the Pre-Owned Device will be at the absolute and sole discretion of the Platform Provider and its decision in this regard will be final.

4.5. Proof of purchase will be verified at the Organiser's sole discretion.

4.6. 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.

4.7. 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 inspection and grading applied to the Pre-Owned Device by the Trade-In Partner in terms of clause 4.2, the Promotion will afford a participant who has complied with the provisions of clause 4, the opportunity, during the Redemption Period, to receive a reduction in the purchase price of the Promotion Device in the following amount ("**Offer**"):

5.1.1. Level 1 Trade-In (as defined in clause 4.1) R14 000.00;

5.1.2. Level 2 Trade-In (as defined in clause 4.1) R10 000.00; and

5.1.3. Level 3 Trade-In (as defined in clause 4.1) R7 000.00.

5.2. An unsuccessful trade-in can take place in circumstances where:

5.2.1. the Pre-Owned Device does not switch on without a charger or receives a grade which does not form part of clause 4.2;

5.2.2. it has been established through the relevant blacklisting system checks by the Trade-In Partner that the Pre-Owned Device is not owned by the participant;

5.2.3. the Pre-Owned device is not a device set out in clause 4.1.2.3;

5.2.4. incorrect or inaccurate information has been provided by the participant to the Trade-In Partner.

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

5.4. The Promotion Device 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.

5.5. 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.

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

5.7. In the event that:

5.7.1. a participant returns the Promotion Device and cancels their purchase of the Promotion Device, they will no longer qualify for the Offer and the Organiser will be entitled to claim back the Additional Value from the participant;

5.7.2. after a participant has redeemed the Offer in terms of clause 7, the Pre-Owned Device, which was traded in by the participant, is found to have been blacklisted, the Organiser and/or the Participating Samsung Store, shall be entitled to claim back the Offer from the participant.

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

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

6.1. The Promotion is limited to one Pre-Owned Device per Promotion Device purchased and to a maximum of 1 (one) redemption of the Offer by the participant.

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 elects to redeem the Offer it:

7.2.1. may only do so at the same Participating Samsung Store, from which it purchased the Promotion Device;

7.2.2. must:

Step 1: Prepare the Pre-Owned Device by:

(1) backing up files and information from the Pre-Owned Device;

(2) performing a factory reset on the Pre-Owned Device;

(3) deactivating the Pre-Owned Device from any google or iCloud accounts; and

(4) removing sim and memory cards.

Step 2: Hand in the Pre-Owned Device at the Participating Samsung Store where the Promotion Device was purchased for it to be graded in accordance with clause 4.2.

Step 3: Once a Pre-Owned Device trade-in value has been provided by the Participating Samsung Store, the participant must agree to the terms and conditions set out in the Trade-In Partner's and Participating Samsung Store's trade-in agreements and accept the trade-in value.

Step 4: Provide their personal details in the trade-in agreement for the sale of their Pre-Owned Device to the Participating Samsung Store.

Step 5: Turn on the Promotional Device and perform the following steps before leaving the Participating Samsung Store'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.

Step 6: Upon successful completion of the above steps, the applicable Offer will be applied by the Participating Samsung Store, as a reduction to the purchase price of the Promotion Device.

8. Limitation of Liability:

8.1. 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.

8.2. 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).

8.3. 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.

9. General:

9.1. 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 will apply.

9.2. 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 or the Trade-In Partner's terms and conditions, will be disqualified.

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.

9.4. 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 9.5 below.

9.5. Participants acknowledge and accept that the Organiser shall utilise a third party to contact the participant, in the event that the participant qualifies for the Promotion. In order to affect the contacting and delivery process, the Organiser shall provide the participant's information to such third party.

9.6. 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 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.

9.7. Information regarding the Promotion that is published on authorised 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.

9.8. 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 website https://www.samsung.com/za/trade-in/

9.9. The onus rests on the participant to constantly check the website for updates to the terms and conditions.

9.10. 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, unauthorised 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.

9.11. 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.

9.12. 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.

9.13. These Terms and Conditions, as well as those of the relevant authorised Participating Retail Partner, associated with this Promotion, govern 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. 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.

9.16. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable, it will be:

9.16.1. read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible;

9.16.2. 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:

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.