

PROMOTION TERMS & CONDITIONS FOR THE GALAXY Z SERIES HANDRAISER OFFER

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. Please refer to this website for the current Terms and Conditions for this Promotion: 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. **Samsung Galaxy Z Series Handraiser Offer ("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 **11 July 2024 to 31 August 2024** ("the **Promotion Period**").
- 2.2. The duration of the Promotion may be extended or curtailed at the discretion of the Organizer.
- 2.3. The redemption period will be from **11 July 2024 [00h00] to 14 September [23h59]** (subject to availability ("**Redemption Period**").
- 2.4. The Promotion Period and Redemption Period may be extended or curtailed at the discretion of the Organizer.
- 2.5. The Promotion Period and Redemption Period stated above are subject to availability. The Organizer does not guarantee that the Galaxy Z series or the promotional items will be available on the abovementioned dates.

3. Who may enter:

- 3.1. Where the participant is a natural person, that participant must:
 - a) be a 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
 - c) be a natural person and be at least eighteen (18) years old at the date of the commencement of the Promotion Period;
 - d) be in the possession of a valid South African identity.
 - e) have made a valid purchase of a Samsung Galaxy Z Series device with a valid IMEI number, purchased within the Republic of South Africa from an authorised network operator, retail outlet or online store.

- f) be in the possession of a valid proof of purchase with verifiable details such as IMEI number, outlet from which the Samsung Galaxy Z Series device was purchased from, and in certain cases, the name of the purchaser.
 - g) Registered their interest on the lead form from 26 June to 10 July 2024 on the Samsung South Africa website <https://www.samsung.com/za/unpacked/>.
- 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 purchased a Samsung Galaxy Z Series for their own personal use. Proof of purchase will be at the Promoter's discretion
- 3.3. Where the participant is a business (which for the purposes of these Terms and Conditions shall include a Trust), that participant must:
- a) be duly registered and incorporated or otherwise lawfully established in the Republic of South Africa and not restricted in terms of its constitutional documents from participating in the Promotion, with a domicilium address situated within the Republic of South Africa;
 - b) be represented by a duly authorized individual (the "Representative") who currently resides in the Republic of South Africa at the date of the commencement of the Promotion Period,
 - c) the Representative must be at least 18 (eighteen) years old at the date of the commencement of the Promotion Period.
 - d) registered their interest on the lead form from 26 June to 10 July 2024 on the Samsung South Africa website; <https://www.samsung.com/za/unpacked/>.
- 3.4. Misrepresentation of participants or 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. The participant must:
- a) Be a participant as set out in clause 3 above;
 - b) have made a valid purchase of a Galaxy Z Series device with a valid IMEI number, purchased within the Republic of South Africa from an authorised network operator, retail outlet or online.
 - c) be in the possession of a valid Proof of Purchase with verifiable details such as IMEI number, outlet from which the Galaxy Z Series device was purchased from, and in other cases, the name of the purchaser.
 - d) Have downloaded the Samsung Members Application from the Samsung Galaxy Store or Google Play Store on the Galaxy Z Series device and be a registered subscriber of the Samsung Members Application managed by the Organizer.

e) Where the participant is a business the Representative will be required to submit the below mentioned documentation via email to samsung@isonxperiences.com:

- Business Registration Certificate
- ID copy of owner\director
- Letter of authority for claimant signed by authorised owner/director
- ID copy of authorized person as per point above
- Proof of purchase
- Individual images of each IMEI handset (on the box will be accepted)

If any of the above mentioned documentation is not available due to the business size, structure or nature, suitable alternatives for each of the below will need to be provided.

5. Offer:

- 5.1. The Promotion will afford the participant the opportunity to receive the corresponding gift of :
 - a) A one (1) R1000 Samsung online store voucher per valid Galaxy Z Series device purchased (identifiable by the unique IMEI number).
- 5.2. The Offer is not transferable. No substitution, cash redemption, or assignment of the Offer is permitted.
- 5.3. The Offer is provided on a first come first serve basis and **while stocks last**. The Organizer cannot be held accountable once the stock of the promotional Offer has been depleted.
- 5.4. The Offer may differ from that shown on the promotional material with regard to colour and specs and it shall be subject to availability and in the Organizer's sole and absolute discretion to select it.

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

- 6.1. The Promotion is limited to 1 (one), R1000 (one thousand rand) Samsung online store voucher per Galaxy Z Series device purchased (identifiable by the unique IMEI number).
- 6.2. Should there be any dispute in this regard, the Organiser shall be sole adjudicator of the dispute and the Organizer's decision shall be final.

7. Redemption of Offer

7.1. To redeem your Offer for the R1000 Samsung online store voucher, the participant must follow the following steps and/ or instructions:

- a) **Step 1:** Purchase and activate (install the SIM card) the Galaxy Z Series device, which must be purchased from any Samsung authorised network operator, participating retail outlet, Samsung e-Store or online within the Republic of South Africa during the Promotion Period.

- b) **Step 2:** Have all current Samsung software updates downloaded and installed from the settings menu on the Galaxy Z Series device.
- c) **Step 3:** Download Samsung Members Application from the Samsung Galaxy Store or Google Play Store on his/her Galaxy Z Series device.
- d) **Step 4:** Register for a Samsung Members account, then click on “Galaxy Z Series complimentary gift” promotional banner in the “Benefits” section of the Samsung Members Application and follow the prompts.
- e) **Step 5:** Upload the proof of purchase of their Galaxy Z Series device and complete and submit an online form with participant’s details, which form must include participant’s delivery address and contact information.
- f) **Step 6:** Upon submitting the online form (referred to in step (5) the participant will receive an e-mail confirming their submission of the online form was successful. In the same email, the participant will receive a Reference number that must be used by the participant to escalate any queries pertaining to their submission.
- g) **Step 7:** Once the Organizer has validated the participant’s online form and proof of purchase of the Galaxy Z Series device, the participant will receive a congratulatory message by way of email
- h) **Step 8:** The participant will receive their Samsung online store voucher code via email

8. SAMSUNG ONLINE STORE PROMOTION CODE AND/OR VOUCHER TERMS AND CONDITIONS:

8.1. In the event that you are issued with a Samsung Online Store Promotion Code and/or Voucher (“Promotion Code and/or Voucher”) as part of a promotional offer the following terms and conditions shall apply, every Voucher (“Promotion Code and/or Voucher”):

- a) has a unique voucher code which has been assigned to you (the "**Intended Recipient**" or "**You**");
- b) the Intended Recipient will be determined differently based on the type of Samsung Promotion;
- c) is for the amount specified on the digital communication provided to you by way of either electronic mail, SMS or on the Promotion Specific Material, to be redeemed only on the Samsung Online Store and not in any physical Samsung branded stores or any affiliate stores or websites which sell Samsung products;
- d) may only be redeemed by the Intended Recipient 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;
- e) **cannot be used after expiration of the Promotion Code and/or Voucher;**
- f) shall be limited to a **one-voucher-per-purchase basis**. This means that the Promotion Code and/or 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 Promotion Code and/or Voucher, then **You must pay the balance in order to purchase that item and may not use other Promotion Codes and/or Vouchers in respect of that item;**

- g) may be used towards purchases of more than the value of the Promotion Code and/or Voucher where the Intended Recipient pays the balance using one of the accepted methods of payment on the Samsung Online Store;
- h) **cannot be transferred or assigned in any manner to any person by the Intended Recipient;**
- i) **is** not redeemable for cash;
- j) is **valid** and may only be redeemed within a period of **6 (six) months from the date of issuing of the Promotion Code and/or voucher to the Intended Recipient (the "Promotion Code and/or Voucher Date")**. Should there be any dispute, Samsung shall determine the Promotion Code and/or Voucher Date according to its records and this date will be final and binding on You. Once the 6 (six) month period has elapsed, the Voucher will have expired automatically and the Promotion Code and/or Voucher code will no longer be valid on the Samsung Online Store;
- k) **Once-off Purchase and Forfeiture: The Samsung Online Store Voucher will be valid for a once-off purchase only. The Participant must use the full value of the Samsung Online Store Voucher when making the once off purchase. Any balance remaining after the once-off purchase, will be forfeited;**
- l) Samsung shall endeavour to replace any damaged or defective goods purchased using the Promotion Code and/or 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 item(s) purchased with the Promotion Code and/or Voucher; provided that to the extent that a refund is permissible, You will be issued with a replacement Promotion Code and/or Voucher (with the same Promotion Code and/or Voucher Date) and a refund of any cash amount contributed by You;
- m) By making use of the Promotion Code and/or Voucher, You acknowledge that You have read, understood and agree to the terms and conditions set out herein and the terms and conditions of the Samsung Online Store;
- n) You will be required to create an account on the Samsung Online Store in order to redeem the Promotion Code and/or Voucher;
- o) The **Promotion Code and/or Voucher is for the exclusive use of the Intended Recipient;**
- p) You will not attempt to transfer or permit any other person to use the Promotion Code and/or Voucher; and
- q) **THE PROMOTION CODE AND/OR VOUCHER MAY ONLY BE REDEEMED WITHIN 6 (SIX) MONTHS PERIOD FROM DATE OF ISSUE;**

9. Business Entities

- 9.1. Where the participant is a Business Entity, the following additional provisions shall apply –
- 9.1.1. by its participation in the Promotion both the participant and the Representative warrant to and in favour of the Organizer that –
 - 9.1.2. the participant is duly authorized in terms of its constitutional documents to enter into the Promotion and receive and/or redeem an Offer, should an Offer be awarded to it;
 - 9.1.3. the Representative has been duly authorized to represent and bind the participant;
 - 9.1.4. all internal requirements have been met in order to permit the participation of the participant in the Promotion.
- 9.2. In addition to 9.1 above, the participant must attach a letter, signed by an authorized representative, on the participant's business letterhead confirming:
- 9.2.1. that the Offer and or gift item is intended for internal distribution and/or use within its organization and is not for resale to any natural persons or other juristic or business entities (as warranty only applies to initial purchaser);
 - 9.2.2. The Identified account administrator acting on behalf of the participant has the requisite authority to act on behalf of the participant;
 - 9.2.3. a delivery address for the Offer or Gift item to be delivered for the attention of the administrator.
- 9.3. Where the provisions of the Consumer Protection Act may not apply to the participant, the participant nevertheless consents to the application of the Consumer Protection Act to it.
- 9.4. the participant will be required to provide proof of its authority and the authority of the Representative, to the Organizer upon request. Failure to provide sufficient proof, in the sole and absolute discretion of the Organizer, shall result in the participant forfeiting any rights or claims that it may have in and to the Offer and the Promotion.

10. Terms of Delivery:

- 10.1. Delivery will take place approximately 7 (SEVEN) to 14 (FOURTEEN) working days after successful validation.
- 10.2. Should the participant fail to supply valid proof of purchase through the Samsung Members Application, the Offer will be forfeited.
- 10.3. Sales representatives employed at participating stores may not claim the Offer on behalf of a purchasing customer. Participants must redeem the Offer on their own behalf.
- 10.4. Delivery of the voucher will occur via email to the email address the participant provided on the redemption form on the Samsung Members Application.

11. Limitation of Liability:

- 11.1. To the extent permitted by Consumer Protection Act No 68 of 2008 and any other applicable law:
 - a) The participant 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 participant's 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 third party applications will not be monitored or controlled by the Organizer. The participant bears 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.

12. General:

- 12.1. 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 9.3 below.
- 12.2. Participants acknowledge and accept that the Organizer shall utilise a third party (the "Organizer'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 Organizer's shall provide the participant's information to such third party.
- 12.3. By participating in the Promotion, the participants agree that the Organizer 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 Organizer for such purpose. The Organizer 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 Organizer's affiliates and third party service providers in any country. 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.
- 12.4. The Organizer may require the Participant to be identified and photographed. Photographs may be published in printed media, or the Participant may be required to appear on radio and television when accepting their Offer and/or after having received their Offer. The Participant will be given the opportunity to decline to the publication of their images and to participate in the Organizer's marketing material in so far as it relates to the Promotion.
- 12.5. Information regarding the Promotion that is published on authorized advertising material will also form part of the terms and conditions of the Promotion.
- 12.6. The Organizer's 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 Organizer's website www.samsung.com/za/offer. The onus rests on the participant to constantly check the website for updates to the terms and conditions.

- 12.7. 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 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.
- 12.8. 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, termination or termination shall be deemed to have taken effect from the date of publication on the Organizer's website www.samsung.com/za/offer. No liability shall lie against the Organizer in favor 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 Organizer and hereby acknowledge that they will have no right of recourse or claim of any nature whatsoever against the Organizer.
- 12.9. This Promotion is governed by these terms and conditions, as well as those of the relevant authorized participating stores, associated with this Promotion.
- 12.10. 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.
- 12.11. The Organizer 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.
- 12.12. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
 - 12.12.1. 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;
 - 12.12.2. 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.

13. Consumer Protection Act:

- 13.1. 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.