

## **PROMOTION TERMS & CONDITIONS**

**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.  
[http://www.samsung.com/africa\\_en/offer/](http://www.samsung.com/africa_en/offer/)

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

**1. Promotion:**

Blue Tag Sale (“Promotion”). The promoter of the Promotion is Samsung Electronics West Africa Limited, Ghana, and/or its agencies (“Organizer”).

**2. Promotion Period:**

2.1 The Promotion will run from 00:00am on August 17, 2020 to 11:59pm on September 6, 2020 (“the Promotion Period”).

2.2 The duration of the Promotion may be extended or curtailed at the discretion of the Organizer.

**3. Who may enter:**

3.1 All participants must:

- a. be citizens of the Republic of Ghana and/or legal residents of the aforesaid country,
- b. must be currently residing in Ghana at the date of the commencement of the Promotion Period,
- c. must be a natural person and be at least 18 (eighteen) years old at the date of the commencement of the Promotion Period.

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

4.1 the participant must purchase selected devices in authorized Samsung stores.

**5. Can I enter more than once for the Offer:**

5.1 Participants will enjoy promo benefit on every applicable selected device they purchase from participating stores during the promotion period through

- In store Pick up, OR

- By Courier

Should there be any dispute in this regard, the Organizer shall be sole adjudicator of the dispute and the Organizer’s decision shall be final.

**6. Offer:**

6.1. The Promotion will afford the participant to receive the below listed respective items:

Model	Offer	Data bundle
Galaxy S20	Wireless battery Pack	2.5GB (every month for 6months) 40GHS
Galaxy S20+	Watch Active2 Voucher GHS 500	2.5GB (every month for 6months) 40GHS
Galaxy S20 Ultra	Watch Active2 Voucher GHS 700	2.5GB (every month for 6months) 40GHS
Galaxy Z Flip	Wireless Battery Pack & Galaxy Buds+	2.5GB (every month for 6months) 40GHS
Galaxy-A71	50% Screen Repair Voucher	1.5GB (every month for 6months) 24GHS
Galaxy-A51	50% Screen Repair Voucher	1.5GB (every month for 6months) 24GHS
Galaxy-A31	Umbrella	1GB (every month for 6months) 20GHS
Galaxy-A21s	Notepad + pen	1GB (every month for 6months) 20GHS
Galaxy-A11	Polo t-shirts	500MB (every month for 6months) 10GHS
Galaxy-M11	Polo t-shirts	500MB (every month for 6months) 10GHS

6.2. Offer is not transferable. No substitution, cash redemption, or assignment of the Offer is permitted.

6.3. The Offer may differ from that shown on the promotional material with regard to color and specs and same shall be subject to availability and in the Organizer’s sole discretion to select same.

6.4. The above promotional Offer is available on a “while stock lasts” basis and the promotor cannot be held accountable once the stock of the promotional Offer/ Promo item has been depleted.

**7. Limitation of Liability:**

7.1. To the extent permitted by the consumer protection law and any other applicable law:

- a. The participant and/or winner(s) hereby indemnifies the Organizer against any direct, indirect, special, incidental, consequential or punitive damages or loss of any kind regardless of how this was caused, and whether it arose under the law of contract or delict or otherwise, because of the 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).

## **8. Redemption of Offer**

8.1. The Participant will be entitled to redeem the Offer at the point of sale as shown in 6.2.

## **9. General:**

9.1. In accordance with the confidentiality policies and practices of the Organizer, none of the entry details of any participant in this Promotion will be disclosed or used by the Organizer for any purposes other than for entry into the Promotion and in accordance with clause 9.3 below.

9.2. Participants acknowledge and accept that the Organizer shall utilize 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.

9.3. 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](http://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.

- 9.4. 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.
- 9.5. Information regarding the Promotion that is published on authorized advertising material will also form part of the terms and conditions of the Promotion.
- 9.6. The Organizer'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 [http://www.samsung.com/africa\\_en/offer/](http://www.samsung.com/africa_en/offer/). The onus rests on the participant to constantly check the website for updates to the terms and conditions.
- 9.7 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.
- 9.8 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 [http://www.samsung.com/africa\\_en/offer/ghana/](http://www.samsung.com/africa_en/offer/ghana/). 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.

- 9.9. This Promotion is shall be governed by the laws of the Republic of Ghana, these terms and conditions, as well as those of the relevant authorized participating stores, associated with this Promotion.
- 9.10. Any dispute or claim arising out of or in connection with the Promotion shall be settled amicably between the Organizer and the Participant through negotiation. If the disputes could not be resolved within 15 (fifteen) days, such dispute shall be submitted to a court of competent jurisdiction in Ghana for determination.
- 9.11. 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.
- 9.12. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
- c. 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;
  - d. 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.