

PROMOTION TERMS & CONDITIONS FOR THE NEW YEAR NEW GALAXY PROMOTION

Please read this 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. https://www.samsung.com/africa_en/offer/ghana/.

Please note that the discount voucher offered under this Promotion is only valid until 28th February 2019 23h59 and is valid for purchases of Samsung accessories and mobile devices only.

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

1. Promotion:

New Year, New Galaxy Promotion (“Promotion”). The promoter of the Promotion is Samsung Electronics West Africa Ghana office (Proprietary) Limited, Registration Number: C0004363337 and/or its agencies (“Organiser”).

2. Promotion Period:

2.1 The Promotion will run from 21st January 2019 00h00 to 11th February 2019 23h59. (“the Promotion Period”)

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

3. Who may enter

3.1 All participants must:

- a. be citizens of the Republic of Ghana and/or a legal residents of the aforesaid country;
- b. be currently residing in the Republic of Ghana at the date of the commencement of the Promotion Period: and
- c. be natural persons 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:

4.1.1. be a participant as set out in clause 3.1;

4.1.2. Purchase an authorized Samsung Mobile device from an authorized dealer in Ghana. **The device purchased must be one of the selected devices listed in appendix A of these Terms and Conditions. (“Qualifying Device”)**

4.2 Entry into this Promotion does not make any participant a winner.

4.3 The Organiser accepts no responsibility for entries lost, misdirected, illegible, late, mutilated or altered. Entries that do not comply with these Terms and Conditions will be disqualified, subject to clause 4.4 below.

4.4 Errors and omission 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.

4.5 It is the participant's responsibility to ensure that any information which he/she provides to the Organiser is accurate, complete and up to date.

5. Can I qualify more than once for the Offer:

5.1 For each purchase of a Qualifying Device as set out in appendix A made during the Promotion Period, the participant shall qualify once for the Offer.

5.2 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.

6. Offer:

6.1 The Promotion will afford the participant an opportunity to receive the corresponding reward listed in appendix A (i.e. either a discount voucher or movie ticket) dependent on the Qualifying Device purchased. ("Offer")

6.2 Please note that the discount voucher offered under this Promotion is only valid until 28th February 2019 23h59 and is valid for purchases of Samsung accessories and mobile devices only.

6.3 The offer is not transferable. No substitution, cash redemption, or assignment of the Offer is permitted.

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

7. Limitation of Liability:

7.1 To the extent permitted by Consumer Protection Act and any other applicable law:

a. The participant and/or winner(s) 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 participants entrance to the Promotion.

b. 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. General:

8.1. The Organiser reserves the right, at any time, to verify the validity of entries and participants (including but not limited to a participant's identity, age and place of residence) and to disqualify any participants who submit an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process.

8.2. 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 8.3 below.

8.3. Participants acknowledge and accept that the Organiser may utilise a third party (the "Organiser's authorized agent/s") to arrange for the delivery of the promotional offer.

8.4. Details of participants will not be used by the Organiser for Samsung related communication should the participants opt-out to receive further communication from the Organiser.

8.5. Information regarding the Promotion that is published on authorized advertising material will also form part of the terms and conditions of the Promotion.

8.6. 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 Organiser's website https://www.samsung.com/africa_en/offer/ghana/. The onus rests on the participant to constantly check the website for updates to the terms and conditions.

8.7. 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 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.

8.8. 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 the Organiser's website https://www.samsung.com/africa_en/offer/ghana/. No liability shall lie against the Organiser in favor of any participant 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.

8.9. This Promotion is governed by these terms and conditions, as well as those of the relevant authorized participating stores, associated with this Promotion.

8.10. 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 Ghana.

8.11. 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.

8.12. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:

a. 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;

b. 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.

APPENDIX A

List of Qualifying Devices and their corresponding rewards:

Promotion Details	Model	Promotion Bundle
	Note9	GHs 100 Discount voucher
	S9+	GHs 100 Discount voucher
	A9	GHs 100 Discount voucher
	A7	GHs 50 Discount voucher
	J6+	GHs 50 Discount voucher
	J4+	GHs 50 Discount voucher
	J6	GHs 50 Discount voucher
	J4 Core	Movie Ticket
	J2 Core	Movie Ticket