

PROMOTION TERMS & CONDITIONS FOR 50% SCREEN REPAIR DISCOUNT VOUCHER

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 page for the current Terms and Conditions for this Promotion. https://www.samsung.com/africa_en

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

1. Promotion:
50% Screen Repair Discount Voucher for the Samsung Galaxy A51/A71 Blue Tag Sale promotion (“Promotion”). The promoter is Samsung Electronics East Africa Limited and/or its agencies ("Organizer").
2. Promotion Period:
 - 2.1 The Promotion will run from 00:00am 17th August 2020 to 23:59pm 6th September 2020 (“the Promotion Period”). 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 Kenya and/or a legal residents of the aforesaid country;
 - b. must be currently residing in Kenya at the date of the commencement of the Promotion Period;
 - c. must 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:
Purchase a Samsung Galaxy A51/A71 device from an authorized Samsung Retail Partner during the promotion period.

5. Can I qualify more than once for the Offer:
 - 5.1 The offer is limited to each device purchased; 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.
 - 5.2 The Voucher/offer is valid for the purchase of authorized Samsung Galaxy A51/A71 devices in Kenya only.
 - 5.3 The voucher/offer is valid for broken screen repairs only.
 - 5.4 The offer is void if the device is tampered with or worked on by a 3rd party.
 - 5.5 The voucher/offer is not transferable, assignable or redeemable for cash or credit and must be redeemed within the validity period except where the period is extended in writing by Samsung.
 - 5.6 Ongoing offers are subject to change(s) without notice.
 - 5.7 The voucher/offer must be used in one transaction only and may only be redeemed once, unless expressly stated otherwise in writing.
 - 5.8 The voucher/offer must be surrendered in store upon redemption.
 - 5.9 The voucher/offer is valid from date of device delivery until 31st December, 2020; so long as the registration is carried out before 30th September, 2020.
 - 5.10 Expired Vouchers are not redeemable and voucher amounts will not be refunded or credited when expired.
 - 5.11 Samsung does not accept any responsibility for lost, mutilated, altered or stolen Vouchers.
 - 5.12 Samsung reserves the right to verify the identity of the bearer and to change the terms of use at any time without notice.
 - 5.13 In case of any doubt on the terms and conditions herein please contact the promoter for clarifications.

6. Offer:
 - 6.1 The above promotional Offer is available on all Samsung Galaxy A51/A71 devices purchased during the promotion period and the promoter cannot be held accountable once the stock of the promotional Offer has been depleted.

7. Limitation of Liability:

7.1 To the extent permitted by any Consumer Protection laws (if any) and any other applicable law in Kenya:

- 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 participants' 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

The Participant will be required to redeem the 50% screen repair discount voucher via Samsung Members, as outlined below:

- Buy and activate a Galaxy A51/A71 at any authorized Samsung Store;
- Register or log in to your Samsung Account;
- Open the Samsung Members application on the same device;
- Click the My Benefits tab;
- Follow the steps to redeem your 50% screen repair voucher;

The redeemed offer code will need to be presented at an authorised Samsung Service centre, to honour the repair and will be verified by your device's IMEI number.

General:

8.1 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 8.3 below.

8.2 Participants acknowledge and accept that the Organizer may 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 effect the contacting and delivery process, the Organizer's shall provide the participant's information to such third party.

- 8.3 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/africa_en 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.
- 8.4 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.
- 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 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/africa_en. 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 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.

- 8.8 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/africa_en. 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.
- 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 Kenya excluding its conflict rules. Any disputes arising between a participant and the organizer shall be submitted to a court of competent jurisdiction in Kenya for determination.
- 8.11 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.
- 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.