

TERMS AND CONDITIONS FOR THE SAMSUNG CARE PLUS PROMOTION FOR GALAXY Z FLIP AND Z FOLD 2

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.

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

1. Promotion:

Samsung Care Plus Promotion for Galaxy Z Flip and Z Fold 2 (“Promotion”).

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 **22 February 2020 at 00h00** till **31 December 2021 at 23h59**. ("**the Promotion Period**") in the Republic of South Africa.

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

2.3 The Promotion is valid while stocks last.

3. Who may enter:

3.1 All participants must:

3.1.1 be citizens of the Republic of South Africa and/or legal residents of the aforesaid country;

3.1.2 be currently residing in the Republic of South Africa at the date of the commencement of the Promotion Period;

3.1.3 be a natural person and be at least 18 (eighteen) years old at the date of the commencement of the Promotion Period;

3.1.4 be in the possession of a valid South African identity document at the time of redemption of the Offer.

- 3.1.5 purchase a Samsung Galaxy Z Flip and/or Z Fold 2 (“Qualifying Device”), with a valid IMEI number from an authorised network operator, retail outlet or online within the Republic of South Africa during the Promotion Period.
- 3.1.6 purchase the Qualifying Device in their own name and for their own personal use
- 3.1.7 be in the possession of a valid proof of purchase of the Qualifying Device with verifiable details such as IMEI number, the retail outlet from which the Qualifying Device was purchased from and in other cases the name of the purchaser.
- 3.1.8 Only Qualifying Devices with XFA and XFV Device SKU models will be eligible. Participants will be able to determine whether their Qualifying Device is an XFV or XFA device as indicated on the packaging of the Qualifying Device.

4 How to qualify for the Promotion:

- 4.1 the participant must during the Promotion Period:
 - 4.1.1 purchase their Samsung Galaxy Z Flip or Z Fold 2 at any Samsung Authorised network operator, retail outlet or online within the Republic of South Africa to qualify for the Offer.
 - 4.1.2 have activated their Qualifying Device during the Promotion Period;
 - 4.1.3 Go to <https://www.samsung.com/za/support/galaxy-z-premier-service/> and click the “REGISTER FOR FREE” button and complete the Samsung Care Plus Service Plan online enrolment form;
 - 4.1.4 Select your “FREE OF CHARGE 12 Month offer” and submit the Samsung Care Plus Service Plan online enrolment form
- 4.2 **You MUST complete the Samsung Care Plus Service Plan online enrolment form and submit same within 30 calendar days from date of purchase of your Qualifying Device or in the event that you receive the Qualifying Device by way of contract with a network operator, you must apply within the first 30 calendar days from the date of commencement of the contract. , otherwise you will lose this limited offer and the ability to register for any other Samsung Care Plus service plan.**
- 4.3 No claims for or activation of the Samsung Care Plus Service Plan in respect of the Qualifying Device purchased during the Promotion Period will be accepted or processed after **31 December 2021 (23h59)**;

- 4.4 Proof of purchase of the Qualifying Device may be required by the Organiser as part of the redemption process.
- 4.5 The Organizer 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 4.6 below.
- 4.6 Errors and omissions may be accepted at the Organizer's sole discretion. Failure by the Organizer 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 provided to the Organizer is accurate, complete and up to date.
- 4.8 The Organiser will not be responsible for any costs associated with the redemption process of the Offer.

5 Can I qualify more than once for the Promotion:

- 5.1 The Promotion is limited to 1 (one) Samsung Care Plus Service Plan for a single inner foldable screen repair within a period of 12 months per valid Qualifying Device purchased (identifiable by the unique IMEI number).
- 5.2 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 the opportunity to receive one Samsung Care Plus Service Plan for a single inner foldable screen repair within a period of 12 months without having to pay a service fee ("**Offer**") during the Promotion Period;
- 6.2 The Offer will however be limited and subject to the following
 - 6.2.1 The participant will be entitled to only 1 (one) inner foldable screen repair during a period of 12 (twelve) months, which period will commence from the date of purchase of the Qualifying Device or in the event that you receive the Qualifying Device by way of contract with a network operator, from the date of commencement of the contract. ("**Service Term**").

6.2.2 **A repair fee in the sum of R1999 (one thousand nine hundred and ninety nine rand) will be applicable and is payable by the participant for the single inner foldable screen repair.**

6.2.3 Only 1 inner foldable screen repair is allowed at the repair fee of R1999 (one thousand nine hundred and ninety nine rand) during the Service Term.

6.2.4 Only an inner foldable screen repair qualifies for the Samsung Care Plus Service Plan that is on promotion.

Offer	Once-off Service Fee (Incl VAT)	Cover included (From date of Device purchase)	Repair fee payable by participant for the incident (Incl VAT)	Activation period
Samsung Care Plus Service Plan	Free of Service Fee Charge	1x Inner foldable screen repair over 12 months	R1999	Within 30 calendar days from date of purchase of the Qualifying Device or from the date of commencement of the contract with your network provider

6.3 **The Samsung Care Plus Service Plan, is subject to the Samsung Care Plus Service Plan Terms and Conditions as more fully described [here](#).**

6.4 Please refer to the Samsung Care Plus Service Plan Terms and Conditions, which are applicable to the Samsung Care Plus Service Plan you may receive.

6.5 To the extent that these Terms and Conditions conflict with the Samsung Care Plus Service Plan Terms and Conditions, these Terms and Conditions will take precedence.

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

6.7 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 Organizer's sole discretion to select same.

7 Terms of Activation:

7.1 **The Samsung Care Plus Service Plan must be activated within 30 calendar days of date of purchase of the Qualifying Device or in the event that you**

receive the Qualifying Device by way of contract with a network operator, the Samsung Care Plus Service Plan must be activated within 30 calendar days from the date of commencement of the contract.

7.2 Should the participant fail:

7.2.1 to supply valid and/or correct details in his/her online enrolment form upon redemption of the Samsung Care Plus Service Plan promotion through the enrolment website and or

7.2.2 to activate the Samsung Care Plus Service Plan within the 30 calendar days from date of purchase of the Qualifying Device or date of commencement of the contract with the network operator

the Offer will be forfeited.

8 Limitation of Liability:

8.1 To the extent permitted by Consumer Protection Act No 68 of 2008 and any other applicable law:

8.1.1 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 participants entrance to the Promotion.

8.1.2 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). Data charges may be incurred during the registration process.

8.1.3 Network rates apply.

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 9.4 below.

9.2 The participant is bound by the terms and conditions outlined in this document as well as those outlined in the Samsung Care Plus Service Plan terms and conditions

found [here](#). Should there be any dispute in this regard, the Organizers shall be sole adjudicator of the dispute and the Organizers decision shall be final.

- 9.3 Participants acknowledge and accept that the Organizer shall utilise a third party agent to issue and administer the Samsung Care Plus Service Plan. In order to activate and/or implement the Samsung Care Plus Service Plan, the Organizer shall provide the participant's information to such third party agent.
- 9.4 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.
- 9.5 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 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 Organizer's website found [here](#). The onus rests on the participant to constantly check the website for updates to the Terms and Conditions.
- 9.7 The Organizer reserves the right, at any time, to verify the validity of participants (including a participant's identity, age and place of residence) and to reject any participant who has not agreed to these Terms and Conditions. Errors and omission may be accepted at the Organizer's discretion. Failure by the Organizer to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 9.8 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 reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any participant; or (b) to modify, suspend, terminate or cancel the Promotion as appropriate, subject to the approval of relevant regulatory authorities.
- 9.9 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, suspension or termination shall be deemed to have taken effect from the date of publication on the Organizer's website, liability shall lie against the Organizer in favour 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 Organizer and hereby acknowledge that they will have no right of recourse or claim of any nature whatsoever against the Organizer.

- 9.10 This Promotion is governed by these Terms and Conditions, as well as those of the relevant authorized participating stores, associated with this Promotion.
- 9.11 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.
- 9.12 To the extent that these Terms and Conditions conflict with the terms and conditions of Samsung Members application, these Terms and Conditions will take precedence.
- 9.13 If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
 - 9.13.1 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;
 - 9.13.2 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.