

**TERMS & CONDITIONS FOR THE
SAMSUNG GALAXY NOTE9 1 Terabyte ready Promotion**

Please read these Promotional 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/za/offer/>. **PLEASE NOTE THAT THE OFFER UNDER THIS PROMOTION IS AVAILABLE WHILE STOCKS LAST.**

All participants during the Promotion Period agree to be bound by the following Terms and Conditions:

1. Promotion:

SAMSUNG GALAXY NOTE9 1 Terabyte ready (“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 Periods:

- 2.1 The Promotion will run from Friday 19 October 2018 (00h00) until 21 October 2018 (23h59) (“**Promotion Period**”) while stocks last, in the Republic of South Africa.
- 2.2 The Promotion Period may be extended or curtailed at the discretion of the Organizer.

3. Who may enter:

- 3.1. All participants must :
 - 3.1.1 be citizens of the Republic of South Africa and/or a legal residents of the aforesaid country;
 - 3.1.2 must be currently residing in the Republic of South Africa at the date of the commencement of the Promotion Period; and
 - 3.1.3 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:
 - 4.1.1 Be one of the first twenty consumers to Purchase a GALAXY NOTE9 512GB Smartphone at any MTN store from 19 October 2018 (00h00) to 21 October 2018 (23h59) to qualify for a Samsung 512 GB SD Card
 - 4.1.2 Purchase and activate your GALAXY NOTE9 512 GB Smartphone in store between 19 October 2018 (00h00) and 21 October 2018 (23h59) and follow the redemption process set out below to qualify for a Samsung 512GB SD card.

5. Can I qualify more than once for this Promotion:

- 5.1. The Promotion is limited to one Offer per GALAXY NOTE9 Smartphone that is purchased.
- 5.2. Offer is limited to the first 160 customers who redeem via the Samsung Members app while stock lasts, during the promotional period.
- 5.3. Should there be any dispute in this regard, the Organizer shall be the sole adjudicator of the dispute and the Organizer's decision shall be final.

6. Offer:

- 6.1. All participants who purchase a GALAXY NOTE9 512GB Smartphone (“**the Device**”) during the Promotion Period, will be entitled to receive a Samsung 512GB SD card as set out below while stocks last (“**the Offer**”):
- 6.2. This Offer is only applicable to participants who purchase the Device at MTN.
- 6.3. The Offer is not transferable. No substitution, cash redemption, or assignment of the Offer is permitted.
- 6.4. The Organizer will not be responsible for any costs associated with the redemption process of the Offer.
- 6.5. **The Participant has until 31 October 2018 to redeem the Offer as long as the Device is purchased during promotional period. The Offer is only valid while stock last.**

7. Redemption Process:

- 7.1. To redeem the Offer, the Participant must :

- 7.1.1 Purchase the qualifying Device.
- 7.1.2 Switch the Device on to activate it and redeem via Samsung Members App, (Open Samsung Members on the device (Install: <https://play.google.com/store/apps/details?id=com.samsung.android.voc>);
- 7.1.3 Register/Sign-in with their Samsung Account;
- 7.1.4 Select the Benefits Tab;
- 7.1.5 Select promotion – Claim your 512 GB SD Card;
- 7.1.6 Follow the prompts for verification and submit claim;
- 7.1.7 Insert the valid IMEI number of the Device;
- 7.1.8 Select Samsung Galaxy 512SD Card and add to cart;
- 7.1.9 Proceed to check out, add your contact/shipping details; and

8. **Terms of Delivery:**

- 8.1. Delivery of the Offer will occur within 7 days of receipt of confirmation of the participants delivery details that have been supplied by the participant through the Samsung Members application.
- 8.2. Should the participant fail to supply valid delivery details upon redemption of the Offer through the Samsung Members application, the Offer will be forfeited.
- 8.3. Delivery of the Offer will occur by way of courier and the Organizer does not accept any responsibility for late arrivals.
- 8.4. In the event that the participant is unreachable or fails to claim the Offer after 2 (two) attempts to deliver over a period of 10 (ten) working days it shall be forfeited.
- 8.5. The participant may need to present a valid identity document at the time of delivery of the Offer.
- 8.6. Deliveries will only be made within the borders of the Republic of South Africa.
- 8.7. Deliveries will occur from Monday to Friday during regular office hours (08h00 to 17h00) and no deliveries will be made on public holidays or over the weekends.

9. **Limitation of Liability:**

- 9.1. To the extent permitted by Consumer Protection Act No 68 of 2008 and any other applicable law:
- 9.1.1 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.
- 9.1.2 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).

10. General:

- 10.1. The Organizer reserves the right to change the Offer at any time, should they deem necessary, to an item of similar economic value.
- 10.2. 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 10.3 below.
- 10.3. 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.
- 10.4. Information regarding the Promotion that is published on authorized advertising material will also form part of the Terms and Conditions of the Promotion. In the event however, of any conflict between the advertising material and these Terms and Conditions, these Terms and Conditions will prevail.
- 10.5. 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 www.samsung.com/za/offer. The onus rests on the participant to constantly check the website for updates to the Terms and Conditions.
- 10.6. 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

- participant; or (b) to modify, suspend, terminate or cancel the Promotion as appropriate, subject to the approval of relevant regulatory authorities.
- 10.7. 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 web. No liability shall lie against the Organizer 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 Organizer and hereby acknowledge that they will have no right of recourse or claim of any nature whatsoever against the Organizer.
- 10.8. This Promotion is governed by these Terms and Conditions, as well as those of the relevant authorized participating stores, associated with this Promotion. In the event however, of any conflict between the terms and conditions of the relevant participating store and these Terms and Conditions, these Terms and Conditions will prevail.
- 10.9. The Organizer and its agencies reserve the right to correct any errors and/or omissions in relation to the Promotion. These Terms and Conditions will supersede any errors and/or omissions on any publicly communicated documentation or marketing material.
- 10.10. 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.
- 10.11. 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 Promotion owing to, but not limited to, stock unavailability, strike, lock out, destruction of Welcome Pack and/or Voucher 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.
- 10.12. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
- i. 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;
 - ii. 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.

11. **Consumer Protection Act:**

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.

SAMSUNG

17558761