

## 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: [www.samsung.com/za/offer/](http://www.samsung.com/za/offer/).

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

1. Promotion:  
The Samsung South Africa Q1 2017 Promotion (“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 Wednesday 1 February 2017 [00h00] to Sunday 2 April 2017 [23h59] [“the Promotion Period”] whilst stocks last, in South Africa.
  - 2.2. The duration of the Promotion may be extended or curtailed at the discretion of the Organizer.
3. To be eligible to participate in this Promotion the participant must:
  - 3.1. Be 18 years or older and be a legal resident of the Republic of South Africa.
  - 3.2. Must be currently residing in the Republic of South Africa at the date of the commencement of the Promotion Period.
  - 3.3. Purchase any of the following participating Samsung Televisions [refer to the qualifying models in the table below] through a participating retailer in South Africa during the Promotion Period [for a full list of the participating retailers please visit the Organizer’s website] and retain their proof of purchase to redeem a reward as follows:

Product Model Code	Value Add for 1 Feb to 2 April 2017	Value of Reward
65KS9500	Thompson's Travel Voucher	R 7,000
65KS8500	Thompson's Travel Voucher	R 5,000
60KS8000	Thompson's Travel Voucher	R 3,000
55KS9500	Thompson's Travel Voucher	R 5,000
55KS8500	Thompson's Travel Voucher	R 2,000
49K6500	HD Decoder + Dish Installation	R 599

48J5200	HD Decoder + Dish Installation	R	599
48J5000	HD Decoder + Dish Installation	R	599
40J5200	HD Decoder + Dish Installation	R	599
40J5000	HD Decoder + Dish Installation	R	599
32J4003	HD Decoder + Dish Installation	R	599

- 3.4. Be a natural person and not a juristic entity, which juristic entity includes but are not limited to a Business to Business [B2B] partner, cross border partner or retail partner. I.e. The product must be purchased in the consumer's name.
- 3.5. Purchase any of the qualifying models from a participating store while stocks last only on or before 2 April 2017.
4. All participants who purchase a participating SUHD TV as per the table in 3.3, will receive one guaranteed Thompsons for Travel (Thompsons) Voucher per purchase following a verification process which the participants need to follow step by step. For the DSTV HD Decoder + Dish Installation bundles, this reward and service is provided directly through the participating retailer following their terms and conditions for that specific product bundle, per participating TV model.
5. To redeem the Travel Rewards as per clause 3.3 [the "Offers"], as outlined on the point of sale communication material in-store in participating retailers, the participant must do the following:

Step 1: Upon purchase of a qualifying participating Television within the promotional period, the participant receives proof of purchase from the participating retailer and then must send a SMS with the product model code which will be as per the corresponding code in the table above in 3.3 to 48424 [SMS is charged at R1.50. Free SMSes or minutes do not apply], by 2 April 2017 to validate the reward registration. Any SMSes that have not been sent or received by the Organizer after 2 April 2017 will be null and void and the reward will be forfeited.

*It is the participant's responsibility to ensure that they receive a SMS response within 48 hours of entering the promotion. In the event that no response is received, the participant is required to contact the Organizer on 086 999 0740. If the participant does not follow this process and does not receive a response, their entry will not be considered. If the Organizer has not received this request, the Organizer will assume that the participant has received a response. Any participant who has unsubscribed from receiving marketing SMSes will not receive the SMS and it is the participant's*

*responsibility to notify the Organizer. The Organizer cannot be held responsible for SMS's not received by participants.*

Step 2: The participant will be sent a responding SMS with a unique reference number and a link to a responsive website where they will need to complete an online form with required details. The site will have a built in image upload mechanic for consumer to submit both an image of their proof of purchase and serial number. The participant must have taken delivery of their product. All online submissions must be completed by 30 April 2017. Any submissions received after 30 April 2017 will be null and void and the reward will be forfeited. It is the responsibility of the participant to ensure their online submission is complete in all respects. The responsibility to ensure that they provide the correct information to facilitate the correct entry, rests with the participant.

Step 3: Once the entry has been verified, the participant will receive a winning pin code and a number to call when ready to redeem their reward. The participant calls the dedicated concierge service, quotes winning pin-code and receives a redemption form via e-mail to complete and return with required information and ID. Winner will be sent a reference number and the Thompsons number to call to make their booking. The winner will be required to contact Thompsons to book their holiday. The participant is required to book within 6 months of receiving pin code and stay within 6 months of booking.

- 6. The participant has 6 months from receiving their reward to redeem the reward. Any voucher not used within the 6 months will be forfeited.**
7. This Offer is provided at the sole discretion of the Organizers. Every time a participant purchases the specific SUHD models as per clause 3.3, they are entitled to redeem a reward once they have followed the entry instructions as listed in clause 5. The Organizers accept no responsibility should point of sale communication materials be placed on the incorrect or non-participating products or any other communication materials concerning this promotion. All rewards are based exclusively on clause 3.3 above, per participating product.

8. The Offer is not transferable and may not be substituted or exchanged for cash or anything else. In no way can this reward be deducted off the product purchase price in any retailer.

Booking of the reward is required 30 days in advance. Bookings are subject to limited availability. In the event that dates requested are not available, the prizewinner will be required to provide alternative dates. Cancellations or travel changes after confirmation of booking will not be permitted. However, changes may be made directly with the service provider and all costs incurred as a result will be for the prize winner's expense. This includes, but is not limited to any cancellation fees and rebooking fees.

Children under 16 years cannot travel unaccompanied. For persons between the ages of 16 and 21, parental/ guardian approval may be requested. Any additional charges arising from additional passengers will be for the prizewinner's own account. The Organizer and its agencies cannot be held liable for any changes to flight schedules, routes and destinations or loss of baggage.

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

10. Any fraudulent behavior will result in an immediate cancellation of the participant's submission, vouchers and the Organizers reserve any rights in law to pursue appropriate compensation and / or institute criminal proceedings. The Organizers accept no responsibility for incomplete, lost, misdirected, illegible, late, or altered registrations. Registrations that do not comply with these Terms and Conditions will be disqualified. The Organizers reserve the right to investigate any participant's actions regarding any aspect of the rewards and the redemption thereof.

11. Any participant who returns a product purchased during the promotional period forfeits their reward, accordingly. Regarding the Promotion returns policy, where participants purchase qualifying products and return these products to the participating retailer, the following rules will apply:

- 11.1.1. A participant returns or exchanges their purchase for any reason whatsoever with the participating retailer after the registration process of the reward, the participant must call the Concierge Service on 086 999 0740 to cancel their

registration and acknowledge that they are no longer able to claim the reward corresponding to the product model code returned;

11.1.2. If the participant has already redeemed the reward and then returns or exchanges their purchase, the Organizers reserve the right to claim back the value of the reward from the participant.

## 12. Limitation of Liability:

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

12.1.1. 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.

12.1.2. 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).

## 13. General:

13.1. 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 14.3 below.

13.2. Participant's acknowledge and accept that the Organizer shall utilise a third party (the "Organizer's authorized agent/s") to contact the participant, in the event that the participant is a winner, and to arrange delivery of the Offer. In order to affect the contacting and delivery process, the Organizer's shall provide the participant's information to such third party.

13.3. 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.

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

13.5. 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/za/offer/suhdQ12017promotion](http://www.samsung.com/za/offer/suhdQ12017promotion). The onus rests on the participant to constantly check the website for updates to the terms and conditions.

- 13.6. 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 entrant; or (b) to modify, suspend, terminate or cancel the Promotion as appropriate, subject to the approval of relevant regulatory authorities.
- 13.7. 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, termination or termination shall be deemed to have taken effect from the date of publication on the Organizer's website  
[www.samsung.com/za/offer/suhdQ12017promotion](http://www.samsung.com/za/offer/suhdQ12017promotion)
- 13.8. No liability shall lie against the Organizer in favor of any participant, winner(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.
- 13.9. This Promotion is governed by these terms and conditions, as well as those of the relevant authorized participating stores, associated with this Promotion.
- 13.10. The Organizer and its agencies reserve the right to correct any errors and omissions. These terms and conditions will supersede any errors or omissions on any publicly communicated documentation or marketing material.
- 13.11. 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.
- 13.12. 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.
- 13.13. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
  - 13.13.1. 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;

13.13.2. 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.

14. Consumer Protection Act:

14.1. 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.