

COMPETITION TERMS & CONDITIONS

Please read this Competition's terms and conditions ("Terms and Conditions") carefully. Participation in this Competition will constitute your acceptance/agreement to comply with these Terms and Conditions. If you do not agree with these Terms and Conditions, please do not participate in this Competition ("Competition"). Any participation inconsistent with the Terms and Conditions set out herein shall be invalid.

Please refer to the website below for the current Terms and Conditions for this Competition: www.samsung.com/za/offer/unlockimagination

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

1. Competition:

Samsung Galaxy J-series ("Competition"). The promoter of the Competition is Samsung Electronics South Africa (Proprietary) Limited, Registration number: 1994/003872/07 and/or its agencies ("Organizer").

2. Competition Period:

- 2.1 The Competition will run from 28 September 2018 to 25 November 2018 ("the Competition Period").
- 2.2 The duration of the Competition 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. be currently residing in the Republic of South Africa at the date of the commencement of the Competition Period.
 - 3.1.3. be a natural person and be at least 18 (Eighteen) years old at the date of the commencement of the Competition Period.

- 3.2 Participation in this Competition excludes the Organizer, their directors, members, partners, employees, agents, consultants, any other person who directly or indirectly controls or is controlled by them or any supplier of goods and services in connection with the Competition and their spouses, life partners, parents, children, siblings, business partners or associates .

4. How to enter the Competition:

- 4.1 The participant must:
- 4.1.1. be a participant as set out in clause 3.1 above; and
 - 4.1.2. purchase any Samsung Galaxy J-series device at any Edcon store (Edgars/ Jet or CNA store in South Africa) and SMS your name, ID and unique IMEI number (found on the back of the phone) to **33563**.
- 4.2. Entry to this Competition does not make any participant a winner.
- 4.2 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 4.4 below.
- 4.3 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.
- 4.4 It is the participant's responsibility to ensure that any information provide to the Organizer is accurate, complete and up to date.
- 4.5 The participant further agrees to be bound by additional terms and conditions as set out by DJP Marketing & Promotions Limited (DJP Marketing & Promotions Limited's terms and conditions are available on the website: www.samsung.com/za/offer/unlockimagination)

5. Can I enter more than once:

- 5.1 With every purchase of the Samsung Galaxy J-series device by the consumer at any Edcon store (Edgars/ Jet or CNA store in South Africa), the consumer/participant will be entitled to enter the Competition;
- 5.2 Should there be any dispute, the Organizer shall be sole adjudicator of the dispute and the Organizer's decision shall be final.

6. Prize:

- 6.1. Subject to these Terms and Conditions and DJP Marketing & Promotions Limited's terms and conditions, the Competition will include an opportunity for the participant to be entered into a lucky draw with the chance of winning one of two trips to New York for a family of four (two adults and two children under the age of 16) ("**the Prize**") which includes:
 - 6.1.1. Return Flights for family of four To New York
 - 6.1.2. Transfers from New York Airport/Hotel/Airport;
 - 6.1.3. Four Nights/five days At Wyndham New Yorker (four star hotel), Times Square With Breakfast each day;
 - 6.1.4. Tickets To see Disney's Aladdin On Broadway;
 - 6.1.5. New York City Pass too Top NY Attractions & Top Of The Rock
 - 6.1.6. Horse-Drawn Carriage Ride in Central Park
 - 6.1.7. Mad Hatter's Afternoon Tea @ Alice's Tea Cup
 - 6.1.8. \$200 USD spending money for Disney Store at Times Square
 - 6.1.9. Travel Insurance;
- 6.2. The Prize is not transferable. No substitution, cash redemption, or assignment of the Prize is permitted.
- 6.3. The Organizer reserves the right to change the prize should they deem necessary, to a prize of similar economic value.
- 6.4. The Prize may differ from that shown on the promotional material with regard to colour and specs.
- 6.5. The Prize shall be subject to stock and/or space availability and in the event of no stock and/or space being available, the Organizer in its sole discretion shall determine a suitable replacement in accordance with the Terms and Conditions.
- 6.6. Any and all tax implications and liabilities as a result of winning the Prize will be solely borne by the winner.

7. Draw:

- 7.1 The lucky draw will be held by the Organizer between 1 December 2018 – 15 December 2018. Thereafter, the Organizer will notify the Winners in the period between 1 December 2018 - 15 December 2018.
- 7.2 The draw will be supervised by an independent auditor or a registered accountant, or an attorney or an advocate.

- 7.3 The draw results to determine the winners are final and no correspondence will be entered into.
- 7.4 If for any unforeseen reason the draw cannot take place on the aforesaid date, then the Organizer will endeavour to conduct the draw within a reasonable period thereafter and shall provide details of the new draw date on the www.samsung.com/za/offer/unlockimagination.

8. Limitation of Liability:

- 8.1 To the extent permitted by Consumer Protection Act and any other applicable law:
- 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 Competition.
 - b. the Organizer excludes all warranties (express or implied), representations and liabilities regarding this Competition (other than for death or personal injury caused by its negligence and/or fraud).

9. General:

- 9.1 The Organizer 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.
- 9.2 The Winners further agree to be bound by the terms and conditions of DJP Marketing & Promotions Limited, which terms and conditions shall form part of these Terms and Conditions as if incorporated hereunder. DJP Marketing & Promotions Limited terms and conditions are available on the website: www.samsung.com/za/offer/unlockimagination
- 9.3 The winners will be called on the winner's mobile number supplied by the winner when entering the Competition. The Organizer shall attempt to contact the winner for a period of 3 (three) working days after his or her name is

drawn as a winner, were after the winner will forfeit the Prize as set out in clause 9.4 below.

- 9.4 In the event that the winner is unreachable as set out in clause 9.3 above, ineligible, or fails to claim or accept delivery of the Prize, the Prize shall be forfeited to another winner based on the Terms and Conditions. Samsung shall in its own discretion determine the time period for a Prize to be claimed or for delivery to be accepted.
- 9.5 In accordance with the confidentiality policies and practices of the Organizer, none of the entry details of any participant in this Competition will be disclosed or used by the Organizer for any purposes other than for entry into the Competition and in accordance with clause 9.6 below.
- 9.6 Participants 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 Prize. In order to affect the contacting and delivery process, the Organizer's shall provide the participant's information to such third party.
- 9.7 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.
- 9.8 Information regarding the Competition that is published on authorized advertising material will also form part of the terms and conditions of the Competition.
- 9.9 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/unlockimagination. The onus rests on the participant to constantly check the website for updates to the terms and conditions.
- 9.10 If this Competition 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 Competition as appropriate, subject to the approval of relevant regulatory authorities (if required).

- 9.11 Save as permitted by Law, the Organizer reserves the right to cancel, suspend or terminate this Competition, 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/unlockimagination . 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.
- 9.12 This Competition is governed by these terms and conditions, as well as those of the relevant authorized participating stores, associated with this Competition.
- 9.13 Any dispute or claim arising out of or in connection with the Competition shall be governed by and construed in accordance with the laws of South Africa.
- 9.14 The Organizer reserve the right to withhold the Prize until it is entirely satisfied that the claimant of the Prize is the bona fide winner, and reserves the right to call for such proof as it may deem necessary.
- 9.15 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 Prize owing to, but not limited to, stock unavailability, strike, lock out, destruction of Prize on route to winner 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.
- 9.16 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.

10. Consumer Protection Act:

- 10.1. 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.

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