

COMPETITION TERMS & CONDITIONS

Please read these Competitions terms and conditions (“Terms and Conditions”) carefully. Participation in this Competition 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 Competition (“Competition”). Please refer to this website for the current Terms and Conditions for this Competition: www.samsung.com/za/unpacked. Please note that the prize offered under this competition is subject to stock availability.

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

1. Competition:

The Ten days of Galaxy competition (“Competition”). The organiser of the Competition is Samsung Electronics South Africa (Proprietary) Limited, Registration number: 1994/003872/07 and/or its agencies (“Organiser”).

2. Competition Period:

2.1 The Competition will run from 15 February 2019 (00h00) to 20 February 2019 (15h30) (“**the Competition Period**”).

2.2 The duration of the Competition may be extended or curtailed at the discretion of the Organiser and will be communicated on the social media platform that the competition is hosted on.

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 Competition 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 Competition Period.

- 3.2 Participation in this Competition excludes the Organiser, 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 in terms of clause 3.1; and
 - 4.1.2. Follow either Samsung South Africa's Facebook Page or Samsung Mobile SA's Twitter page.
- 4.2 During the Competition Period, Samsung will publish a post with a call to action on the Samsung Mobile SA twitter page (<https://twitter.com/SamsungMobileSA>) and Samsung SA Facebook page (<https://www.facebook.com/SamsungSouthAfrica/>).
- 4.3 The call to action will be as follows:
- 4.3.1. **Facebook Post:** Only FIVE days to go before Galaxy #Unpacked 2019. Join us in celebrating 10 years of innovation as part of #10DaysofGalaxy and you could be one of 250 lucky people to win a set of #UFlex Headphones! To enter comment on this post, telling us which #Galaxy phone you loved most!
 - 4.3.2. **Twitter: Post:** FIVE days to go before Galaxy #Unpacked 2019. Celebrate 10 years of innovation with us during #10DaysofGalaxy. To enter, tweet and tell us why you are excited about #Unpacked and tag @SamsungMobileSA. You could be one of 250 lucky people to win a set of #UFlex Headphones!
- 4.4 The participant must:
- 4.4.1 Interact with the relevant call to action when posted on the Samsung Mobile SA Twitter page (<https://twitter.com/SamsungMobileSA>) or Samsung SA Facebook page (<https://www.facebook.com/SamsungSouthAfrica/>) to enter the competition within the competition period.
 - 4.4.2 To interact with the post, the participant must:

4.4.2.1. In respect to Twitter: Tweeting why they are excited about Unpacked, using #Unpacked in that tweet and tagging @SamsungMobileSA will be an entry into the Competition, collected by the Blue Robot Twitter algorithm (“**the algorithm**”) that will populate the Google edit-protected sheet that Samsung will use in the presence of an auditor to select 250 winners.

4.4.2.2. In respect to Facebook: interaction with the post by commenting with the correct hashtag (#10DaysofGalaxy) and mentioning their favourite Galaxy device.

4.4.3 Twitter Winners will be chosen in the presence of an auditor from a write-protected Google spreadsheet, which will be created by a Twitter algorithm selecting the tweets that originate and relate to the competition tweet and in relation with the @samsungmobilesa Twitter handle. This algorithm cannot be manipulated by Samsung employees and the spreadsheet that will be used to select winners will be un-editable to further protect the data from manipulation.

4.4.4 Facebook winners will be chosen by exporting the data using Facebook Business manager of the specific competition post. This data will show all entrants and their comments and can be extracted in presence of the auditor to prevent any data manipulation. Once the data is exported into a spreadsheet in the presence of an auditor, the auditor and Samsung staff member will use random.org to select random winners from the total entries.

4.5 Entry to this Competition does not make any participant a winner.

4.6 The Organiser 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.

4.7 Errors and omission may be accepted at the Organiser's discretion. Failure by the Organiser to enforce any of its rights at any stage does not constitute a waiver of those rights.

4.8 It is the participant's responsibility to ensure that any information which you provide to the Organiser is accurate, complete and up to date.

5 Can I enter more than once:

- 5.1. Only one entry per platform will be accepted by the Organiser and a winner can only win once. Should there be any dispute in this regard, the Organiser shall be sole adjudicator of the dispute and the Organiser's decision shall be final.

6 Prize:

- 6.1. One (1) participant can win One (1) Samsung U Flex set of headphones. There is a total of two hundred and fifty (250) Samsung U Flex headphones available to win on Twitter and a total of two hundred and fifty (250) Samsung U Flex headphones available to win on Facebook.
- 6.2. The winners of the Samsung U Flex headphones will be drawn at random, in the presence of the external auditor.
- 6.3. Once selected winners will be notified via Twitter DM or Facebook message. If a winner isn't contactable by DM or Facebook message, said winner forfeits prize. If a contacted winner doesn't respond within 72 hours of receiving a DM or Facebook message, said winner also forfeits prize.
- 6.4. The Prize is not transferable. No substitution, cash redemption, or assignment of the Prize is permitted.
- 6.5. The Organiser reserves the right to change the Prize should they deem it necessary, to a Prize of similar economic value.
- 6.6. The Prize may differ from that shown on the promotional material with regard to colour and specs.
- 6.7. The Prize shall be subject to stock availability and in the event of no stock being available the Organiser in its sole discretion shall determine a suitable replacement in accordance with the Terms and Conditions.
- 6.8. Any and all tax implications and liabilities as a result of winning the Prize will be solely borne by the winner.
- 6.9. The results to determine the winners are final and no correspondence will be entered into.

7 Limitation of Liability:

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

7.1.1. The participant and/or winner(s) hereby indemnifies the Organiser 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.

7.1.2. the Organiser 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).

8 General:

8.1. The Organiser 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.

8.2. In accordance with the confidentiality policies and practices of the Organiser, none of the entry details of any participant in this Competition will be disclosed or used by the Organiser for any purposes other than for entry into the Competition and in accordance with clause 8.3 and 8.6 below.

8.3. Participants acknowledge and accept that the Organiser shall utilise a third party (the "Organiser's authorized agent/s") to contact the participant, in the event that the participant is a winner, and to arrange delivery of the Prize if applicable. In order to affect the contacting and delivery process, the Organiser's shall provide the participant's information to such third party.

8.4. Details of participants will not be used by the Organiser for Samsung related communication should the participants opt-out to receive further communication from the Organiser.

8.5. Information regarding the Competition that is published on authorized advertising material will also form part of the Terms and Conditions of the Competition.

8.6. The Organiser may require the winner and the winner agrees by entering the Competition (at no cost), to be identified, photographed, filmed and the foregoing to be published in any media and the winner's name and image may be published on www.samsung.com/za/unpacked. Winners may however at any time decline the use of their name, likeness or image by the Organiser.

8.7. The Organiser'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 Organiser's website www.samsung.com/za/unpacked. The onus rests on the participant to constantly check the website for updates to the Terms and Conditions.

- 8.8. 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 Organiser, including but not limited to technical difficulties, unauthorized intervention or fraud, the Organiser 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).
- 8.9. Save as permitted by Law, the Organiser 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 Organiser's website www.samsung.com/za/offer. No liability shall lie against the Organiser 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 Organiser and hereby acknowledge that they will have no right of recourse or claim of any nature whatsoever against the Organiser.
- 8.10. This Competition is governed by these Terms and Conditions, as well as those of the relevant authorized participating stores, associated with this Competition.
- 8.11. 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.
- 8.12. The Organiser 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.
- 8.13. The Organiser 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.
- 8.14. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:

- 8.14.1. 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;
- 8.14.2. 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.

9 Consumer Protection Act:

- 9.1. 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.