

## TERMS AND CONDITIONS FOR THE SAMSUNG GALAXY NOTE10 AND SAMSUNG GALAXY FIT BUNDLE PROMOTION

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. This Promotion is only available while stock lasts. Please refer to this website for the current Terms and Conditions for this Promotion: <https://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:

- 1.1. Samsung Galaxy Note10 and Note10+ (“Galaxy Note10”) and Samsung Galaxy FIT (“Galaxy FIT”) Bundle (“Promotion”).
- 1.2. 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 8<sup>th</sup> August 2019 (00h00) to 6<sup>th</sup> September 2019 (23h59) (“the Promotion Period”) and/or while stocks last, at any Samsung authorised network operator, retail outlet or online, within 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:
  - (a) be citizens of the Republic of South Africa and/or legal residents of the aforesaid country;
  - (b) be currently residing in the Republic of South Africa at the date of the commencement of the Promotion Period;
  - (c) be a natural person and be at least eighteen (18) years old at the date of the commencement of the Promotion Period;
  - (d) be in the possession of a valid South African identity document at the time of redemption of the Galaxy FIT.

- (e) have a valid purchase, with a valid IMEI, of a Galaxy Note10 purchased within the Republic of South Africa from authorised network operator, retail outlet or online.

#### **4. How to qualify for the Promotion:**

##### 4.1. the participant must:

- (a) purchase and activate the Samsung Galaxy Note10 at any Samsung authorised network operator, retail outlet or online, during the Promotion Period to qualify for one (1) x Samsung Galaxy FIT;
- (b) download the Samsung Members application (“App”) from the Google Play Store or Galaxy Apps on the Device and be a registered subscriber of the Samsung Members service managed by the Organizer.
- (c) redeem the Galaxy FIT through the Samsung Members App between the period of 8<sup>th</sup> August 2019 and the 13<sup>th</sup> September 2019 (giving the qualifying participant a period of seven (7) days after final day of the Promotion Period to redeem the Galaxy FIT, and/or while stock lasts. (“Redemption Period”)

4.2. Claims to redeem the Galaxy FIT in respect of the Device purchased during the Promotion Period and/or Redemption Period will not be accepted or processed after the 13<sup>th</sup> of September 2019 (23h59);

4.3. Proof of purchase of the Device may, at the sole discretion of the Organizer, be required as part of the redemption process.

#### **5. Can I qualify more than once for the Promotion:**

5.1. The Promotion is limited to one (1) Galaxy FIT per valid 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 Galaxy FIT.

6.2. The Galaxy FIT is not transferable. No substitution, cash redemption, or assignment of the Galaxy FIT is permitted.

6.3. The Galaxy FIT 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 Delivery:**

- 7.1. Delivery of the Galaxy FIT will occur within four (4) weeks of receipt of confirmation of the participant's valid and correct delivery details that have been supplied by the participant through the Samsung Members application.
- 7.2. Should the participant fail to supply valid delivery details upon redemption of the Galaxy FIT through the Samsung Members application, the Galaxy FIT will be forfeited.
- 7.3. Delivery of the Galaxy FIT will occur by way of courier and the Organizer does not accept any responsibility for late/non arrivals and/or any damage to the Galaxy FIT that may arise during its delivery to the participant.
- 7.4. In the event that the participant is unreachable or fails to claim the Galaxy FIT after two (2) attempts to deliver over a period of ten (10) working days, the Galaxy FIT shall be forfeited.
- 7.5. The participant must present a valid identity document at the time of delivery.
- 7.6. Deliveries will only be made within the borders of the Republic of South Africa.
- 7.7. 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.

**8. Limitation of Liability:**

- 8.1. To the extent permitted by Consumer Protection Act No 68 of 2008 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 Promotion.
  - (b) 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).
  - (c) All personal information exchanged with the usage of third party applications will not be monitored or controlled by the Organizer. The participant bares the responsibility to ensure that it is aware of the terms and conditions applicable to usage of 3rd party applications. The participant understands and agrees to indemnify the Organizer from all liability arising from whatsoever nature.

**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 Samsung Members application terms and conditions, where more specifically, only one (1) account per Device is permitted to be registered for use of the Samsung Members application. 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. The Samsung Members application is downloadable from Galaxy Store and Google Play Store and it is supported on the Galaxy Note10 (SM-N970 and SM-N975).
- 9.4. Data charges may be incurred for downloading the Samsung Members application. Network rates apply.
- 9.5. Participants acknowledge and accept that the Organizer shall utilise a third party agent to contact the participant to arrange delivery. In order to affect the contacting and delivery process, the Organizer shall provide the participant's information to such third party agent.
- 9.6. 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.
- 9.7. Information regarding the Promotion that is published on authorized advertising material will also form part of the Terms and Conditions of the Promotion.
- 9.8. 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 <http://www.samsung.com/za/offer/> The onus rests on the participant to constantly check the website for updates to the Terms and Conditions.
- 9.9. 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.

- 9.10. 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.
- 9.11. 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 <http://www.Samsung.com/za/offer/> liability shall lie against the Organizer in favour 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 Promotion is governed by these Terms and Conditions, as well as those of the relevant authorized participating stores, associated with this Promotion.
- 9.13. 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.
- 9.14. 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.
- 9.15. 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 Galaxy FIT owing to, but not limited to, stock unavailability, strike, lock out, destruction of the Samsung Galaxy FIT 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.
- 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; and

- (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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