

PROMOTION TERMS & CONDITIONS FOR THE SAMSUNG ONLINE STORE S21 OFFER

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: <http://shop.samsung.com/za/s21-terms-&-conditions>

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

1. **Promotion:**

- 1.1. **Samsung Online Store S21 Offer (“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 **Thursday 1st April 2021 [00:00]** to **Friday 30th April 2021 [23:59]** on selected Qualifying Products (“**the Promotion Period**”).
- 2.2. The duration of the Promotion may be amended, extended or curtailed at the discretion of the Organizer.
- 2.3. Promotion is valid while stocks last.

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, during the Promotion Period:

4.1.1 Be a participant in terms of clause 3.1 above; and

4.1.2 Purchase any of the following participating Samsung products with the following descriptions (“**Qualifying Product**”) from the Samsung Online Store:

Qualifying Product Name	Category	Complementary Gift	Original Price	Gift's Worth	Start Date	End Date	Campaign Name
Galaxy S21 Ultra 512GB	Smartphone	Galaxy S21 Ultra 5G Smart Clear View Cover with S Pen	R29,999.00	R3,993.00	1-Apr	30-Apr	S21 Campaign
		UV Sterilizer with Wireless Charging			1-Apr	30-Apr	S21 Campaign
		Galaxy SmartTag			1-Apr	30-Apr	S21 Campaign
Galaxy S21 Ultra 5G 256GB	Smartphone	Galaxy S21 Ultra 5G Smart Clear View Cover with S Pen	R27,999.00	R3,993.00	1-Apr	30-Apr	S21 Campaign
		UV Sterilizer with Wireless Charging			1-Apr	30-Apr	S21 Campaign
		Galaxy SmartTag			1-Apr	30-Apr	S21 Campaign
Galaxy S21 Plus 256GB	Smartphone	Galaxy S21+ 5G Clear Standing Cover	R22,499.00	R1,993.00	1-Apr	30-Apr	S21 Campaign
		UV Sterilizer with Wireless Charging			1-Apr	30-Apr	S21 Campaign
		Galaxy SmartTag			1-Apr	30-Apr	S21 Campaign
Galaxy S21 Plus 128GB	Smartphone	Galaxy S21+ 5G Clear Standing Cover	R21,499.00	R1,993.00	1-Apr	30-Apr	S21 Campaign
		UV Sterilizer with Wireless Charging			1-Apr	30-Apr	S21 Campaign
		Galaxy SmartTag			1-Apr	30-Apr	S21 Campaign
Galaxy S21 256GB	Smartphone	Galaxy S21 5G Clear Standing Cover	R18,999.00	R1,993.00	1-Apr	30-Apr	S21 Campaign
		UV Sterilizer with Wireless Charging			1-Apr	30-Apr	S21 Campaign
		Galaxy SmartTag			1-Apr	30-Apr	S21 Campaign
Galaxy S21 128GB	Smartphone	Galaxy S21 5G Clear Standing Cover	R17,999.00	R1,993.00	1-Apr	30-Apr	S21 Campaign
		UV Sterilizer with Wireless Charging			1-Apr	30-Apr	S21 Campaign
		Galaxy SmartTag			1-Apr	30-Apr	S21 Campaign

4.2. All purchases of the Qualifying Products must **only** be made through the Samsung Online Store during the Promotion Period.

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

5.1. The Promotion is available on multiple purchases of the Qualifying Products per participant, 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 an opportunity to receive the complementary gifts, when they purchase a Qualifying Product, as set out in the table under clause 4.1.2 above. ("Offer")

6.2. Offer is not transferable. No substitution, cash redemption, or assignment of the Offer is permitted.

6.3. The Offer may differ from that shown on the promotional material and same shall be subject to availability.

6.4. The Offer is provided on a first come first serve basis.

6.5. The above promotional Offer is available on a "while stocks last" basis and the promotor cannot be held accountable once the stock of the Promotional Offer or Qualifying Product has been depleted.

6.6. **The promotional Offer is only available on the Samsung Online Store.**

7. **Redemption of Offer: Cart Check-Out: (Samsung Online Store purchase steps)**

7.1 The participant must follow the following steps and/ or instructions:

7.1.1. **Step 1:** Purchase the Qualifying Product from the Samsung Online Store within the Republic of South Africa during the Promotion Period;

7.1.2. **Step 2:** Select the Complementary Gifts as per Qualifying product as set out in the table under clause 4.1.2., select the colour preference after which it will be automatically added to the cart; and

7.1.3. **Step 3:** Checkout and make payment.

7.1.4. **Step 4:** Receive confirmation of purchase complete/successful.

7.2 No claims for the Offer in respect of the Qualifying Product purchased during the Promotion Period will be accepted or processed after the Redemption Period.

7.3 Participants who encounter any technical issues when redeeming the Offer, must contact the Organizer for assistance by telephone at the following number +27 (0) 860 726 7864.

- 7.4 Any technical issues will be investigated by the Organiser. After the investigation the Organiser will, in its sole discretion, determine whether the participant qualifies for the Offer.
- 7.5 The Organizer accepts no responsibility for entries lost, misdirected, illegible, late, mutilated or altered.
- 7.6 Errors and omissions may be accepted at the Organizer's sole discretion. Failure by the Organizer to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 7.7 It is the participant's responsibility to ensure that any information provided to the Organizer is accurate, complete and up to date.
- 7.8 The Organiser will not be responsible for any costs associated with the redemption process of the Offer.

8. **Limitation of Liability:**

- 8.1. To the extent permitted by the Consumer Protection Act, no. 68 of 2008 ("**Consumer Protection Act**") and any other applicable law:
- 8.2. The participant hereby indemnifies the Organiser against any direct, indirect, special, incidental, consequential or punitive damages or loss of any kind regardless of how it was caused, and whether it arose under the law of contract or delict or otherwise, arising out of the participant's participation in the Promotion.
- 8.3. 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).
- 8.4. Save as clearly set out in the promotion specific marketing, the participant acknowledges that no warranties (express or implied) or representations have been made by the Organiser in relation to the Promotion and no liability shall arise against the Organiser as a result of any alleged breach of warranty or misrepresentation.
- 8.5. Prices indicated on Promotion and/or promotional specific marketing are subject to change at any time but changes will not affect orders in respect of products for which we have already sent you an order confirmation. If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as an error, we do not have to provide the products to you at the incorrect (lower) price.
- 8.6. The Organiser makes no warranty that the Samsung Online Store and the Samsung website will meet your requirements or will be uninterrupted, timely or error-free or that the Samsung Online Store and Samsung website or the server(s) that makes them available are free of viruses, errors, faults or bugs.

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 9.3 below.
- 9.2. Participants acknowledge and accept that the Organizer shall utilize a third party (the "Organizer's authorized agent/s") to contact the participant, in the event that the participant qualifies for the Promotion, and to arrange delivery of the Offer, where applicable. In order to affect the contacting and delivery process, the Organizer's shall provide the participant's information to such third party.
- 9.3. By participating in the Promotion, the participants agree that the Organizer and its affiliates may contact the participants via email and through social media platforms to deliver marketing communications regarding their products and promotional activities, provided that the Participants are given the opportunity to opt-out of receiving marketing communication at any time via the appropriate opt-out mechanisms provided by the Organizer for such purpose. The Organizer may also use the personal data collected from the participants as described in the Privacy Policy accessible at www.samsung.com and that such use may include transfers to the Organizer's affiliates and third party service providers in any country. 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.
- 9.4. 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.
- 9.5. 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 <http://shop.samsung.com/za/s21-terms-&-conditions>. The onus rests on the participant to constantly check the website for updates to the Terms and Conditions.
- 9.6. 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.

- 9.7. 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 suspension shall be deemed to have taken effect from the date of publication on the Organizer's website <http://shop.samsung.com/za/s21-terms-&-conditions>. 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.
- 9.8. 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.
- 9.9. 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.
- 9.10. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
- 9.10.1. 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;
- 9.10.2. 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.

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, 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.