

SAMSUNG “CELEBRATE THE SEASON OF DREAMS WITH SAMSUNG AND TELKOM” COMPETITION TERMS & CONDITIONS

Please read these Competition terms and conditions (“Terms and Conditions”) carefully. Participation in this Competition will constitute your agreement to comply with these Terms and Conditions. By entering this Competition, you agree to be bound by the Terms and Conditions. If you do not agree with these Terms and Conditions, 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/offer/

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

1. Competition:

- 1.1 **Celebrate the season of dreams with Samsung and Telkom (“Competition”).**
- 1.2 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 **16 October 2023 [00:00]** to **31 January 2024 [23:59]** on selected Qualifying Products ("**the Competition Period**").
- 2.2 The duration of the Competition may be amended, 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 must be currently residing in the Republic of South Africa at the date of the commencement of the Competition Period;
 - 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;
 - 3.1.4 be in the possession of a valid proof of purchase of the Qualifying Product with verifiable details such as IMEI/Model number, outlet from which the Qualifying Product was purchased from, and in other cases, the name of the purchaser; and
 - 3.1.5 Purchase a “Qualifying Product” as set out in 4.1.2 below.
- 3.2 Proof of purchase will be verified at the Promoter’s sole discretion.
- 3.3 Misrepresentation of customers/participants by in-store sales representatives will result in the disqualification of the participant’s claim in the Competition and possible legal action.
- 3.4 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 in terms of clause 3.1 above; and

4.1.2 Purchase any of the following Samsung products with the following descriptions ("**Qualifying Product**") from any Telkom store during the Promotion Period; and

Tier	Samsung Participating device	Model Number	Virtual Online Voucher Prize Values
Tier 1	Galaxy Z Fold5	SM-F946	R1,000 virtual voucher
	Galaxy Z Flip5	SM-F731	
	Galaxy S23 Ultra	SM-S918	
	Galaxy S23+	SM-S916	
	Galaxy S23	SM-S911	
Tier 2	Galaxy S23 FE	SM-S711	R500 virtual voucher
	Galaxy A54	SM-A546	
	Galaxy A34	SM-A346	
Tier 3	Galaxy A24	SM-A245	R250 virtual voucher
	Galaxy A14	SM-A145	

4.1.3 Redeem the virtual voucher online at www.telkomsamsungsummerrewards.co.za in terms of the promotion. The terms and conditions which can be accessed [here](#).

4.2 All valid redemptions of the virtual online voucher, will earn the participant one entry into the monthly lucky draw (based on the month on which they bought the Qualifying Product) and one entry into the grand prize lucky draw

4.3 All purchases of the Qualifying Products must be made through only the following participating retail stores in the Republic of South Africa ("**Participating Retailers**") during the Competition Period:

4.3.1. Telkom Direct stores;

4.3.2. Telkom Express stores;

4.3.3. Telkom Online Stores.

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

4.5. 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 4.6 below.

4.6. 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.

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

5 Can I enter more than once:

5.1 The Competition is available to multiple purchases 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 Prize:

- 6.1 The Competition will include an opportunity for all participants who have redeemed their virtual voucher, through the Promotional website, to be entered into a monthly lucky draw ("Monthly Prize") and grand prize lucky draw ("Grand Prize") with the chance of winning:
- 6.1.1 A Monthly Prize valued at R 5 000.00 (five thousand rands), which the participant must use towards a life experience within the region they currently reside in or life expense; and/or
- 6.1.2 The Grand Prize valued at R250,000.00 (two hundred and fifty thousand rands) which the participant must use towards a life experience or life expense.
- 6.3 Participants who win the Monthly Prize, or the participant who wins the Grand Prize, may choose one of the following life experiences or life expenses:
- (a) Solar set-up;
 - (b) House/Car down payment;
 - (c) Fund your Dreams e.g. business;
 - (d) University/School Fees;
 - (e) Family Vacation;
 - (f) Pay off debt;
 - (g) Home renovations;
 - (h) Donate a charitable; and/or
 - (i) Other
- 6.3.1 Where the participant chooses a life experience or life expense that has not been listed above (i), the Organizer shall have the sole discretion on whether the Monthly Prize or Grand Prize may be used towards that life experience or life expense.
- 6.5. The Monthly Prize and Grand Prize:
- 6.4.1 Will be managed by the promotions agency;
- 6.4.2 may not be exchanged for cash;
- 6.4.3 must be paid directly to the life experience or life expense of choice. Where this cannot be done, the participant will have to choose a different life experience or life expense; and
- 6.4.4 cannot be broken up to various transactions, unless the Organizer consents to it.
- 6.5 The Monthly Prize and Grand Prize ("Prizes") are not transferable. No substitution, cash redemption, or assignment of the Prizes is permitted.
- 6.6 The Organizer reserves the right to change the Prizes should they deem necessary, to Prizes of similar economic value.
- 6.7 The Prizes may differ from that shown on the promotional material with regard to colour and specs.
- 6.8 The Prizes shall be subject to stock availability and in the event of no stock being available the Organizer, in its sole discretion shall determine a suitable replacement in accordance with the Terms and Conditions.
- 6.9 Any and all tax implications and liabilities as a result of winning the Prizes will be solely borne by the winner.

7 Draw:

7.1 Monthly Prize Lucky Draw

- 7.1.1 There will be 5 (five) lucky draw winners that are announced in each month.

- 7.1.2 The lucky draw will be held by the Organizer on the following dates:
October & November 2023 entries – Draw date on 04 December 2023;
December 2023 entries – Draw date on 08 January 2024; and
January 2024 entries – Draw date on 05 February 2024.

7.2 Grand Prize Lucky Draw

- 7.2.1 There will be 1 (one) lucky Grand Prize winner that will be announced on 28 February 2024.
- 7.3 Both the Monthly Prize Lucky Draw and the Grand Prize Lucky draw will be supervised by an independent auditor or a registered accountant, or an attorney or an advocate.
- 7.4 The draw results to determine the winners are final and no correspondence will be entered into.
- 7.5 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 23 February 2024

8. Limitation of Liability:

- 8.1. To the extent permitted by Consumer Protection Act No 68 of 2008 and any other applicable law:
- 8.1.1. The participant 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.
- 8.1.2. 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).
- 8.2. Data charges may be incurred by the participant during the redemption process of the virtual online voucher and the Organizer and its third parties will not be responsible for any such costs. Network rates apply.

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 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 10 (ten) working days after his or her name is drawn as a winner, were after the winner will forfeit the Monthly Prize or Grand Prize as set out in clause 9.3 below.
- 9.3. In the event that the winner is unreachable as set out in clause 9.2 above, ineligible, or fails to claim or accept delivery of the Monthly Prize or Grand Prize, the Monthly Prize or Grand Prize shall be forfeited to another winner based on the Terms and Conditions.
- 9.4. 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 9.9 below.

- 9.5. The participant is bound by the Promotion Website terms and conditions, where more specifically only one (1) account per device is permitted to be registered for use of the Promotion Website Application. Should there be any dispute in this regard, the Organisers shall be sole adjudicator of the dispute and the Organisers decision shall be final.
- 9.6. Errors and omission 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.
- 9.7. 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 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 Competition as appropriate, subject to the approval of relevant regulatory authorities.
- 9.8. Data charges may be incurred for accessing and uploading documentation on the Promotions website (www.telkomsamsungsummerrewards.co.za). Network rates apply.
- 9.9. Participants acknowledge and accept that the Organizer shall utilize a third party agent to contact the participant and assist with the registration process. In order to affect the contacting process, the Organizer shall provide the participant's information to such third party agent.
- 9.10. Details of participants will not be used by the Organizer for Samsung or any other related communication. The participant's details will remain the responsibility of the third party validating the redemption process.
- 9.11. Information regarding the Competition that is published on authorized advertising material will also form part of the Terms and Conditions of the Competition. In the event however, of any conflict between the advertising material and these Terms and Conditions, these Terms and Conditions will prevail.
- 9.12. The Organizer reserve the right to withhold the Monthly Prize or Grand Prize until it is entirely satisfied that the claimant of the Monthly Prize or Grand Prize is the bona fide winner, and reserves the right to call for such proof as it may deem necessary.
- 9.13. The Organiser 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.
- 9.14. 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, 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/>. No 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.
- 9.15. This Competition is governed by these Terms and Conditions, as well as those of the relevant authorized participating stores, associated with this Promotion.

- 9.16. 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.
- 9.17. 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.
- 9.18. 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 Monthly Prize or Grand Prize owing to, but not limited to, stock unavailability, strike, lock out, destruction of the Online Voucher on route by any means, any civil commotion or disorder, riot, threat of war, any action taken by governmental authority (including Government regulations imposed as a result of the Covid-19 pandemic) or public authority of any kind, fire, explosion, storm, flood, earth quake or other acts of God.
- 9.19. The Organizer is not liable (whether in contract or delict) in any way whatsoever for any cost, expense, loss, damage (including consequential or special damages or loss or profits), loss of life, bodily injury or damage to or loss of property of any nature, that may be caused or suffered by the participant, his/her family or dependents or any third party, arising out of or incidental to or in any way connected with the Monthly Prize, the Grand Prize and/or the life experience or life expense chosen by the winners.
- 9.20. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
 - 9.20.1. 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; and
 - 9.20.2. 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, 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.