

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

**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. By participating in this Promotion, you agree to be bound by the 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 Competition: [www.samsung.com/za/offer/](http://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 Celebrate your season of dreams with Samsung and Telkom (“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 **16 October 2023 [00:00]** to **31 January 2024 [23:59]** on selected Qualifying Products ("**the Promotion Period**").

2.2 The participant will have until **15 February 2024 (23h59)** to successfully register their purchase on the promotions Website ([www.telkomsamsungsummerrewards.co.za](http://www.telkomsamsungsummerrewards.co.za)) ("**Redemption Period**").

2.3 The duration of the Promotion may be amended, extended or curtailed at the discretion of the Organizer.

2.4 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;

- 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;
- 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 Promotion and possible legal action.
- 3.4 Participation in this Promotion includes 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 Promotion and their spouses, life partners, parents, children, siblings, business partners or associates **if they personally purchased a Promotion Device for their own personal use**. Proof of purchase will be verified at the Organizer’s discretion;

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

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:

Tier	Samsung Participating device	Model Number	Virtual 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	

4.2 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 Promotion Period:

4.2.1. Telkom Direct stores;

4.2.2. Telkom Express stores; or

4.2.3. Telkom online store.

4.2.4. Errors and omissions 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.

4.2.5. 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 qualify more than once for the Offer:**

5.1 The Promotion 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. **Offer:**

6.1 The Promotion will afford the participant an opportunity to receive a virtual voucher as tabled in clause 4.1.2 above to the corresponding Qualifying Product purchased (**“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 virtual vouchers are available on a “while stocks last” basis as outlined below and the Organizer cannot be held accountable once the available virtual vouchers have been depleted:

- 6.4.1 The R 1000.00 (one thousand rands) Tier One (1) Online Voucher is limited to the first 250 (two hundred and fifty) qualifying participants nationally;
- 6.4.2 The R500 (five hundred rands) Tier Two (2) Online Voucher is limited to the first 500 (five hundred) qualifying participants nationally; and
- 6.4.3 The R250 (two hundred and fifty rands) Tier Three (3) Online Voucher is limited to the first 1000 (one thousand) qualifying participants nationally.
- 6.5 The Online Voucher:
  - 6.5.1 Cannot be substituted;
  - 6.5.2 Is not transferable;
  - 6.5.3 Cannot be redeemed for cash in part or completely;
  - 6.5.4 Any portion of the online voucher that remains unused shall be forfeited;
  - 6.5.5 Cannot be used against current special offers and promotional offers;
  - 6.5.6 Cannot be stacked and used together;
  - 6.5.7 Can be used at the following participating Online Stores or platforms in South Africa:
    - 6.5.7.1 Uber Eats;
    - 6.5.7.2 TLC Flight (Domestic Flights);
    - 6.5.7.3 Pick n Pay;
    - 6.5.7.4 Checkers; and
    - 6.5.7.5 Anew Hotel and Resorts;
  - 6.5.8 Is valid for 9 (nine) months from date of issue; and
  - 6.5.9 Is subject to the further terms and conditions indicated when the Online Voucher is issued.
- 6.6 The Website ([www.telkomsamsungsummerrewards.co.za](http://www.telkomsamsungsummerrewards.co.za)) registration process must be completed by no later than 15 February 2024 (23h59).

## 7. **Redemption:**

- 7.1 To redeem the Offer in relation to the Qualifying Product, as outlined in clause 4.1.2 above, the participant must follow the steps and/ or instructions as outlined in clause 8 below.
- 7.2 Proof of purchase of the Qualifying Product from Participating Retailers will be required to be uploaded on the Website ([www.telkomsamsungsummerrewards.co.za](http://www.telkomsamsungsummerrewards.co.za)). Uploading the incorrect image or document will disqualify the participant's entry from the Promotion.
- 7.3 All valid redemptions, will earn the participant one entry into the monthly prize lucky draw and grand prize lucky draw.
- 7.4 The Competition terms and conditions for the monthly prize lucky draw and the grand

- prize lucky draw can be accessed [here](#)
- 7.5 The Organiser and its third parties will not be responsible for any costs associated with the registration and redemption process of the Offer.
- 7.6 Participants who encounter **any technical issues** when redeeming the Offer, must contact the Organizer for assistance by email at the following email address, [telkomsamsungsummer@tlcrewards.com](mailto:telkomsamsungsummer@tlcrewards.com).

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

- 8.1 Participants are required to upgrade / purchase a Qualifying Product through a Participating Retailer and upload their their IMEI number, clear image of their proof of purchase along with all information required on the dedicated Promotions Website [www.telkomsamsungsummerrewards.co.za](http://www.telkomsamsungsummerrewards.co.za).
- 8.2 The verification period will take up to five (5) working days from the date of upload. If the contents of the participant's uploads have been received and found incorrect/ incomplete for whatever reason, the participant will not receive their Offer. The responsibility to provide the correct information rests with the participant. The participant will have the opportunity to reload with the correct information.
- 8.2 If the contents of the participant's uploads have been received and found to be correct/complete, the Participant will receive an allocated Offer via Email and/or SMS.
- 8.3 Participant uses their Offer online for purchases as per Virtual Voucher details supplied.**
- 8.3.1 The virtual voucher can be used at the following participating Online Stores or platforms in South Africa:
- 8.3.1.1 Uber Eats;
  - 8.3.1.2 TLC Flight (Domestic Flights);
  - 8.3.1.3 Pick n Pay;
  - 8.3.1.4 Checkers; and
  - 8.3.1.5 Anew Hotel and Resorts.
- 8.4 **Any entries that have not been received through the Website by the Organiser by 15 February 2024 (23h59) will be null and void and the Offer will be forfeited.**
- 8.5 Any participant who has blocked the promotional email address: [telkomsamsungsummer@tlcrewards.com](mailto:telkomsamsungsummer@tlcrewards.com) will not receive the Offer and it is the participant's responsibility to notify the Organiser on [telkomsamsungsummer@tlcrewards.com](mailto:telkomsamsungsummer@tlcrewards.com) . The Organiser cannot be held responsible for emails not received by participants.

## **10. Limitation of Liability:**

10.1. To the extent permitted by Consumer Protection Act No 68 of 2008 and any other applicable law:

10.1.1. The participant 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 Promotion.

10.1.2. The Organiser 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).

## **11. General:**

11.1. Data charges may be incurred by the participant during the redemption process of the Offer and the Organizer will not be responsible for any such costs. Network rates apply.

11.2. Cost associated with redemption process of the Offer will be for the participants and the Organizer will not be responsible for any such costs.

11.3. The Organizer accepts no responsibility for entries lost, misdirected, illegible, incorrect information, late, mutilated or altered. Entries that do not comply with these Terms and Conditions will be disqualified.

11.4. All personal information exchanged with the usage of third party applications will not be monitored or controlled by the Organizer. The participant bears 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.

11.5. In accordance with the confidentiality policies and practices of the Organiser, none of the entry details of any participant in this Promotion will be disclosed or used by the Organiser for any purposes other than for entry into the Promotion and in accordance with clause 11.11 below.

11.6. 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.

- 11.7. The Organiser 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.
- 11.8. Errors and omission may be accepted at the Organiser's sole discretion. Failure by the Organiser to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 11.9. 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 Organiser, including but not limited to technical difficulties, unauthorized intervention or fraud, the Organiser 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.
- 11.10. 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](http://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.
- 11.11. Participants acknowledge and accept that the Organiser shall utilise a third party agent to contact the participant and assist with the registration process. In order to affect the contacting process, the Organiser shall provide the participant's information to such third party agent.
- 11.12. Details of participants will not be used by the Organiser for Samsung or any other related communication. The participant's details will remain the responsibility of the third party validating the redemption process.
- 11.13. 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.
- 11.14. 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 Organiser'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.

- 11.15. 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/>.
- 11.16. 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 Organiser and hereby acknowledge that they will have no right of recourse or claim of any nature whatsoever against the Organizer.
- 11.17. This Promotion is governed by these Terms and Conditions, as well as those of the relevant authorized participating stores, associated with this Promotion.
- 11.18. 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.
- 11.19. 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.
- 11.20. 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 Offer 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.
- 11.21. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
  - 11.21.1. 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
  - 11.21.2. 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.

## **12. Consumer Protection Act:**

- 12.1. 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.