

## **PROMOTION TERMS & CONDITIONS FOR THE SAMSUNG GALAXY S23 TRADE-IN PROMOTION FOR A REDUCED CONTRACT FEE**

Please read these Promotions 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 on <https://www.samsung.com/za/trade-in/>

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

### **1. Promotion:**

- 1.1 **SAMSUNG GALAXY S23 BASE MODEL TRADE-IN (“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**”).
- 1.3 The trade-in partner of the Promotion is Regener8 Group Proprietary Limited, Registration number: 2017/308339/07 and/or its agencies (“**Trade-In Partner**”)

### **2. Promotion Period:**

- 2.1. The Promotion will run from **1 February 2024 up to 2 April 2024** as set out below (“**Promotion Period**”):
  - 2.1.1 **In Network Operator MTN from 1 February 2024 [00:00] to 31 March 2024 [23:59];**
  - 2.1.2 **In Network Operator Vodacom from 6 February 2024 [00:00] to 2 April 2024 [23:59]; and**
- 2.2. The duration of the Promotion may be 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; and
  - 3.1.2. 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; and
  - 3.1.4. be in the possession of a valid South African identity or passport.
  - 3.1.5. 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;

3.1.6. Misrepresentation of participants or in store sales representatives will result in the disqualification of the claim and possible legal action.

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

4.1. the participant must, within the Promotion Period:

4.1.1. Be a participant in terms of section 3 above;

4.1.2. Must have made a valid purchase of a Samsung Galaxy S23 ("**Promotion Device**") during the Promotion Period from participating network operators, being MTN and Vodacom stores ("**Participating Network Operators**");

4.1.3. **Note:** Contract pricing for Promotion Device on contract is not fixed and may vary between Participating Network Operators and/or Participating Retail Partner.

4.1.4. The participant must turn on the Promotion Device as outlined in clause 7 below;

4.1.5. The participant will be required to utilise the IMEI number, as printed on the Promotion Device packaging of their Promotion Device to apply for a trade-in of their Pre-Owned Device as listed in clause 7 to qualify for the Offer detailed in clause 6 below;

4.1.6. Upon the purchase or following the purchase of the Promotion Device, the participant **must trade-in one of the following Pre-Owned Devices ("Pre-Owned Device")** within the Promotion Period to qualify for a monthly reduction in their contract for their Promotion Device:

Device Range:	Device Model:
Samsung S Series	S10, S10 Plus, S10e, S20, S20 FE, S20 Plus, S20 Ultra, S21, S21 FE, S21 Plus, S21 Ultra, S22, S22 Plus, S22 Ultra, S23, S23 Plus, S23 Ultra, S23 FE
Samsung Note Series	Note 9, Note 10, Note 10 Lite, Note 10 Plus, Note 20, Note 20 Ultra
Samsung Z Series	Z Fold, Z Fold 2, Z Fold 3, Z Fold 4, Z Fold 5, Z Flip, Z Flip3, Z Flip 4, Z Flip 5
Galaxy A Series	A73
Apple iPhone	SE (2022), 11, 11 Pro, 11 Pro Max, 12, 12 Mini, 12 Pro, 12 Pro Maxi, 13, 13 Mini, 13 Pro, 13 Pro Max, 14, 14 Plus, 14 Pro, 14 Pro Max
Huawei Series	Mate 40 Pro, Mate 50 Pro, Mate X, Mate X2, Mate X3, Mate XS

- 4.1.7. **The Offer outlined in clause 6 below will only be provided to participants in respect of Pre-Owned Device(s) that are deemed by the Trade-In Partner through inspection of the Pre-Owned Device to be a Grade A, B or C device as per the table below:**

<b>Grading:</b>	<b>Description:</b>
<b>Grade A</b>	<b>Device in full working condition</b>
<b>Grade B</b>	<b>Faulty device with physical damage such as scratches, dents, cracks etc.</b>
<b>Grade C</b>	<b>Faulty device with damaged or Faulty LCD</b>
<b>Grade D</b>	<b>Device that does not turn on or that only turns on with an external power source</b>

- 4.1.8. In the event that the **Pre-Owned Device does NOT switch on without a charger and/or is given a Grade D grading**, then the Pre-Owned Device will not qualify for the Offer.
- 4.1.9. **Devices with damaged screens will only be accepted if the screen lights up and the IMEI numbers are legible on the screen, such assessment being in the sole discretion of the Participating Retail Partner or Participating Network Operators.**
- 4.1.10. **The grading of the Pre-Owned Device will be at the absolute and sole discretion of the Trade-in Partner and its decision in this regard will be final.**
- 4.1.11. **Should the participant return the Promotion Device and cancel their purchase of the Promotion Device, he/she will no longer qualify for the Offer and the Trade-in Partner will be entitled to claim back the Additional Value of the Offer paid to the participant. The Additional Value would be the value between the Pre-Owned Device value in the sole discretion of the Trade-In Partner (or its agencies) and the total value paid to the participant (“Additional Value”).**
- 4.1.12. Proof of purchase will be verified at the Organizer’s sole discretion.
- 4.1.13. 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.
- 4.1.14. It is the participant’s responsibility to ensure that any information which you provide to the Organizer is accurate, complete, and up to date.
- 4.1.15. The participant warrants and confirms that the Pre-Owned Device legally belongs to and is legally and rightfully owned by the participant. The participant further warrants

and confirms that the Pre-Owned Device is not a stolen device and has not been obtained by the participant through any criminal conduct.

4.1.16. Should there be any claim against the Organizer by any third party alleging the Pre-Owned Device does not belong to the participant, the Organizer shall have the right to recover from the participant any costs and damages suffered by the Organizer as a result of such claim.

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

5.1. The Promotion is limited to one Pre-Owned Device per Promotion Device purchased. 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.

5.2. Participants are therefore limited to only trading in one Pre-Owned Device to qualify for one Promotion Device in terms of the Offer.

5.3. Each Participants are limited to a maximum of 5 (five) redemptions of the Offer

**6. Offer:**

6.1. The Promotion will afford the participant an Offer as per the below, subject to the provisions of clause 4 and clause 7:

6.1.1 Participants will qualify to receive a reduction in their Promotion Device monthly contract fee ("**Offer**").

**6.2. How the offer will apply**

**6.2.1. Participants buying the Promotion Device on contract from a Participating Network Operator**

Where the Participant is buying the Promotion Device on contract through one of the Participating Network Operators, being MTN, Vodacom, Telkom or Cell C stores, participants may qualify for a reduction in the monthly contract fee, dependant on the contract the participants selects to take for the Promotion Device. To find out more on the reduced monthly contract price, participants must contact the relevant Participating Network Operator for a copy of their contract terms and conditions before purchasing the Promotion Device in order to determine what the reduced monthly offer may be.

6.3. Should the trade-in of the Pre-Owned Device be unsuccessful at the sole discretion of the Organizer, the participant will be required to repay the value received as follows:

- 6.3.1 directly to the Trade-In Partner if the participant applied for the trade-in through the Trade-in Partners online platform. Repayment to be as agreed to in writing and signed between the Trade-In Partner and participant upon trade-in of the Pre-Owned Device. Bank charges will apply.
- 6.4 or the relevant Participating Retail Store (if the participant applied for the trade-in through a Participating Retail Store). An unsuccessful trade-in can take place in circumstances where:
- 6.4.1 the participant receives the trade-in value and the Pre-Owned Device has received a Grade D grading; or
- 6.4.2 the Promotion Device bought by the participant is not made for the South African market; or
- 6.4.3 it has been established through the relevant blacklisting system checks by the Trade-In Partner that the Pre-Owned Device is not owned by the participant.
- 6.5 Offer is not transferable. No substitution, cash redemption, or assignment of the Offer is permitted.
- 6.6 The Offer 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.
- 6.7 The above promotional Offer is available on a "**while stocks last**" basis and the Organizer cannot be held accountable once the stock of the Promotion Device has been depleted.
- 6.8 The Organizer reserves the right to change the Offer should they deem necessary, to an offer of similar economic value.
- 6.9 Any and all tax implications and liabilities as a result of receiving the Offer will be solely borne by the participant.

## **7 Redemption of offer**

- 7.1 Participants redeeming the Offer from the Participating Network Operator they purchased the Promotion Device on contract from.
- 7.2 Where the participant has bought the Promotion Device at a Participating Network Operator and redeems the Offer at the same Participating Network Operator, participant must follow the below steps. This applies where participant elects to purchase the Promotion Device on contract. Redemption of the Offer can only be made at the Participating Network Operator which the Promotion Device is bought from.**

- Step 1:** Prepare the Pre-Owned Device(s) you are trading-in to be immediately taken to the Participating Network Operator by:
- (1) backing up files and information from the Pre-Owned Device;
  - (2) perform a factory reset on the Pre-Owned Device;
  - (3) deactivate the Pre-Owned Device from google or iCloud account, and
  - (4) remove sim and memory cards.
- Step 2:** Hand in your Pre-Owned Device at the Participating Network Operator, where your Pre-Owned Device will be graded to confirm the final trade-in amount.
- Step 3:** once the participants receive the value of their Pre-Owned Device from the Participating Network Operator, participant will have the option for a reduction in the monthly contract payment as set out in 6.2.1, whichever will be applicable to the participant and the participant must agree to the terms and conditions of the Participating Network Operator's trade-in agreement.
- Step 4:** Participants must provide their personal details which will be added to the trade-in agreement for sale of your Pre-Owned Device(s) and sign the relevant terms and conditions in acceptance.
- Step 5:** Participants must turn on the Promotional Device and perform the following steps before leaving the Participating Network Operator store:
- (1) Turn on the Promotional Device;
  - (2) Select the desired Language on the Welcome screen and select "Start";
  - (3) Review and accept the End User License Agreement and select "Next";
  - (4) Connect to a WiFi or use a SIM card that has internet connectivity;
  - (5) Once you are on the "Getting your Phone ready" screen, you have completed the required steps.

## **8 Limitation of Liability**

8.1 To the extent permitted by Consumer Protection Act 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 participant's 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).

## 9. **General**

- 9.1. 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.
- 9.2. Cost associated with redemption process of the Offer will be for the participant's account and the Organizer will not be responsible for any such costs.
- 9.3. 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.
- 9.4. 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 third party applications. The participant understands and agrees to indemnify the Organizer from all liability arising from whatsoever nature.
- 9.5. 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 9.7 below.
- 9.6. Participants acknowledge and accept that the Organizer shall utilise 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 shall provide the participant's information to such third party.
- 9.7. 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.
- 9.8. 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.

- 9.9. The Organizer 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 website <https://www.samsung.com/za/trade-in/>
- 9.10. The onus rests on the participant to constantly check the website for updates to the terms and conditions.
- 9.11. 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.
- 9.12. 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 termination shall be deemed to have taken effect from the date of publication on <https://www.samsung.com/za/trade-in>
- 9.13. No liability shall lie against the Organizer in favour of any participant, participant(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.
- 9.14. This Promotion is governed by these Terms and Conditions, as well as those of the relevant authorized Participating Retail Stores, associated with this Promotion.
- 9.15. 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.
- 9.16. 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.
- 9.17. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
- 9.17.1. 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;
- 9.17.2. 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.