

## PROMOTION TERMS AND CONDITIONS FOR THE GALAXY S24 SERIES LAUNCH OFFER

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 S24 Series Launch Offer (“Promotion”).**
- 1.2. The promoter of the Promotion is Samsung Electronics South Africa (Proprietary) Limited, Registration number: 1994/003872/07 and/or its agencies (“Organiser”).
- 1.3. “Galaxy S24 Series” shall mean the Galaxy S24 Ultra, Galaxy S24+ or Galaxy S24.

### 2. Promotion Period:

- 2.1. The Promotion will run from **04 March 2024 [00:00]** to **02 April 2024 [23:59]** on the Galaxy S24 Series.
- 2.2. The participant will have from **18 January 2024 [00:00]** to **31 March 2024 [23:59]** (subject to availability) to redeem the optional Samsung Care+ from the Samsung Members Application, (“**Redemption Period**”).
- 2.3. The Promotion Period and Redemption Periods may be extended or curtailed at the discretion of the Organiser.
- 2.4. The Promotion Period and Redemption Periods stated above are subject to availability. The Organiser does not guarantee that the Galaxy S24 Series or the promotional items will be available on the abovementioned dates.

### 3. Who may enter:

- 3.1. Where the participant is a natural person, that participant must:
  - (a) be a citizen of the Republic of South Africa and/or legal resident 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;
  - (e) have made a valid purchase of a Samsung Galaxy S24 Series device with a valid IMEI number, purchased within the Republic of South Africa from an authorised, retail outlet or online store; and

- (f) be in the possession of a valid Proof of Purchase with verifiable details such as IMEI number, outlet from which the Galaxy S24 Series was purchased from, and in certain cases, the name of the purchaser.
- (g) Participation in this Promotion does include the Organiser, 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, **if they personally purchased a Samsung Galaxy S24 Series for their own personal use**. Proof of purchase will be verified at the Organiser's discretion.

3.2. Where the participant is a business (which for the purposes of these Terms and Conditions shall include a Trust), that participant must:

- (a) be duly registered and incorporated or otherwise lawfully established in the Republic of South Africa and not restricted in terms of its constitutional documents from participating in the Promotion, with a domicilium address situated within the Republic of South Africa;
- (b) be represented by a duly authorised individual (the "Representative") who currently resides in the Republic of South Africa at the date of the commencement of the Promotion Period,
- (c) the Representative must be at least 18 (eighteen) years old at the date of the commencement of the Promotion Period.

3.3. 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:

- (a) Be a participant as set out in clause 3 above;
- (b) Have made a valid purchase of a Samsung Galaxy S24 Series with a valid IMEI number, purchased within the Republic of South Africa from an authorised retail outlet or participating online retailer. The list of participating online retailers is available on the Samsung website at [www.samsung.com/za/offer/](http://www.samsung.com/za/offer/).

#### **5. Offer:**

5.1. The Promotion will afford the participant the opportunity to receive the below for the purchase of a Galaxy S24, Galaxy S24+ or Galaxy S24 Ultra:

- (a) **One (1)** R2000 worth of predetermined accessories bundled with the qualifying device purchased instore or online. Bundle will consist of the below:
  - i. SAM-EB-P5300XJ (RRP R999) 20 000 mAh Power Bank
  - ii. SVD-EO-IC100BB (RRP R399) AKG Headsets
  - iii. SAM-EP-T2510XB (RRP R599) 25W Travel Adapter

- (b) The participant also has the option to select and purchase the Samsung Care+ 12 Months 1 x Screen Protection Plan from R499 once off, (“Offer”).

- 5.2. The Offer is not transferable. No substitution, cash redemption, or assignment of the Offer is permitted.
- 5.3. The Offer is available at selected participating stores and online.
- 5.4. The redemption of the Offer of the Samsung Care+ shall be at the discretion of the participant, and the participant is not obligated to redeem this aspect of the Offer.
- 5.5. The Offer is provided on a first come first serve basis and **while stocks last**. The Organiser cannot be held accountable once the stock of the promotional Offer has been depleted.
- 5.6. 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 Organiser’s sole and absolute discretion to select same.

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

- 6.1. The Offer is limited to **one (1)** R2000 Samsung Original Accessories bundle and **one (1)** optional Samsung Care+ 12 Months 1 x Screen Protection Plan per Galaxy S24 Series device purchased (identifiable by the unique IMEI number).
- 6.2. Should there be any dispute in this regard, the Organiser shall be sole adjudicator of the dispute and the Organiser’s decision shall be final.

6.3. For participants who also wish to purchase the optional Samsung Care+ Plan:

6.3.1 To redeem your Offer for the **Optional Samsung Care+ 12 Months 1 x Screen Protection Plan**, the participant must follow the following steps and/ or instructions:

- Step 1:** Buy a Galaxy S24 Series from any Samsung authorised participating retail outlet, Samsung e-Store or online within the Republic of South Africa.
- Step 2:** Open the Samsung Members App and click on the Galaxy S24 Series Samsung Care+ promo banner or go to <https://www.samsung.com/za/offer/samsung-care-plus/> and click the Galaxy S24 Series Buy Now button to redeem.
- Step 3:** Complete the Samsung Care+ registration form.
- Step 4:** **Make the R499 once-off online payment, or whichever amount will be applicable for that particular Samsung Galaxy S24 Series device.**
- Step 5:** You will receive an email with your Samsung Care+ documents within 30 days.  
**Samsung Care+ to be activated within 30 days of device purchase**

## 7. Business Entities

- 7.1. Where the participant is a Business Entity, the following additional provisions shall apply –
- (a) by its participation in the Promotion both the participant and the Representative of the Business Entity warrant to and in favour of the Organizer that –

- (b) the participant and the Representative is duly authorised in terms of its constitutional documents to enter into the Promotion and receive and/or redeem an Offer, should an Offer be awarded to it;
  - (c) the Representative has been duly authorised to represent and bind the participant particularly for this Promotion;
  - (d) all internal requirements have been met in order to permit the participation of the participant in the Promotion.
- 7.2. In addition to 7.1 above, the participant must attach a letter, signed by an authorised representative of the Business Entity, on the participant's business letterhead confirming:
- (a) that the Offer and or gift item is intended for internal distribution and/or use within its organisation and is not for resale to any natural persons or other juristic or business entities (as warranty only applies to initial purchaser);
  - (b) The Identified account administrator/Representative acting on behalf of the participant has the requisite authority to act on behalf of the participant; and
  - (c) a delivery address for the Offer or promotional gift item to be delivered for the attention of the administrator/representative.
- 7.3. Where the provisions of the Consumer Protection Act may not apply to the participant, the participant nevertheless consents to the application of the Consumer Protection Act to it.
- 7.4. The participant will be required to provide proof of its authority and the authority of the Representative, to the Organizer upon request. Failure to provide sufficient proof, in the sole and absolute discretion of the Organizer, shall result in the participant forfeiting any rights or claims that it may have in and to the Offer and the Promotion.

## **8. Terms of Delivery:**

- 8.1. The R2000 Accessories be bundled with the device already at the point of sale of the Samsung S24 Series device. Participants should confirm with the store from which they are purchasing the Samsung S24 Series device from if the offer is still available. Purchases made online will be subject to Cell C delivery terms.

## **9. Limitation of Liability:**

- 9.1. To the extent permitted by Consumer Protection Act No 68 of 2008 and any other applicable law:
- (a) 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 participant's entrance to the Promotion.
  - (b) 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).

- (c) All personal information exchanged with the usage of third party applications will not be monitored or controlled by the Organiser. 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 Organiser from all liability arising from whatsoever nature.

**10. General:**

- 10.1. 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 10.4 below.
- 10.2. 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.
- 10.3. Data charges may be incurred for downloading or using the Samsung Members application. Network rates apply.
- 10.4. Participants acknowledge and accept that the Organiser shall utilise a third party agent to contact the participant to arrange delivery for purchases made through the Samsung online store. In order to affect the contacting and delivery process, the Organiser shall provide the participant's information to such third party agent.
- 10.5. Details of participants will not be used by the Organiser for Samsung related communication should the participants opt-out to receive further communication from the Organiser.
- 10.6. Information regarding the Promotion that is published on authorised advertising material will also form part of the Terms and Conditions of the Promotion.
- 10.7. 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.
- 10.8. 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. Errors and omission may be accepted at the Organiser's discretion. Failure by the Organiser to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 10.9. 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.

- 10.10. Save as permitted by law, the Organiser 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 Organiser's website [http://www. Samsung.com/za/offer/](http://www.Samsung.com/za/offer/) . No liability shall lie against the Organiser 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 Organiser.
- 10.11. This Promotion is governed by these Terms and Conditions, as well as those of the relevant authorised participating stores, associated with this Promotion.
- 10.12. 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.
- 10.13. 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.
- 10.14. 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 R2000 Samsung Original Accessories bundle owing to, but not limited to, stock unavailability, strike, lock out, destruction of the R2000 Samsung Original Accessories bundle 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.
- 10.15. 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. Without derogating from the foregoing, the participants and the Representatives (where applicable) specifically consent to the collection and processing of their details and information by the Organizer and their affiliates for the purposes of the Promotion.
- 10.16. The Organizer may require the participant to be identified and photographed. Photographs may be published in printed media, or the participant may be required to appear on radio and television when accepting their Offer and/or after having received their Offer. The participant

will be given the opportunity to decline to the publication of their images and to participate in the Organizer's marketing material in so far as it relates to the Promotion.

10.17. Information regarding the Promotion that is published on authorized advertising material will also form part of the terms and conditions of the Promotion.

10.18. 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.

**11. Consumer Protection Act:**

11.1. 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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