

## OSAMSUNG “BUY AND GET” 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. 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://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 Buy and Get (“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 **5<sup>th</sup> October 2020 [00:00]** to **31<sup>st</sup> December 2020 [23:59]** on selected Qualifying Products (“the Promotion Period”).

2.2 The participant will have until **15 January 2021 (23h59)** to redeem the Offer through the Samsung Members Application or the Samsung.com website. (“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; and
- 3.1.4 **Must have a valid TV License to purchase a TV.**
- 3.1.5 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.
- 3.1.6 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.

#### 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 the Participating Retailers during the Promotion Period:

20521504

Qualifying Product Category	Qualifying Product Model Number:	Qualifying Product Description:	Samsung Online Store Voucher Value (ZAR)
Refrigerator	RF28K9360SG/FA	French Door with Flex Zone 689L	10,000
Refrigerator	RF28R7351SR/FA	French Door with Twin Cooling Plus 600L	10,000
Refrigerator	RF24R7201SG/FA	French Door with Twin Cooling Plus Black	10,000
Refrigerator	RF67QESL1/FA	French Door 488L	3,000
Refrigerator	RS65R5691B4/FA	Refrigerator, 3 Door Plumbed water & ice dispenser, 602 L, Gentle Black	6,000
Refrigerator	RS65R5411M9/FA	Refrigerator, 2 Door Plumbed water & ice dispenser, 617 L, Gentle Silver	6,000
Refrigerator	RS64R5311B4/FA	Refrigerator 2 Door Non-plumbed water & ice dispenser, 617 L, Gentle Black	6,000
Refrigerator	RS64R5311M9/FA	Refrigerator with All-around Cooling, 617 L, Gentle Silver	6,000
Refrigerator	RS62R5011M9/FA	Refrigerator 2 Door, 647 L, Gentle Silver	6,000
Refrigerator	RR39M71407F/FA	Refrigerator 1 Door with No Frost, 385 L	3,000
Refrigerator	RZ32M71107F/FA	Refrigerator 1 Door with All Round Cooling, 315 L	3,000
Laundry	WD90J6410AX/FA	Washer Dryer with ecobubble™, 9/6kg	3,000
Laundry	WD70J5410AX/FA	Washer Dryer with ecobubble™, 7/5kg	3,000
Laundry	WW12K8412OX/FA	Washing Machine with AddWash™, 12kg	3,000
Laundry	WW90K5410UX/FA	Washing Machine with AddWash™, 9kg	3,000
Laundry	WW80J5555FX/FA	Washing Machine with ecobubble™, 8kg	3,000
Laundry	DV90K6000CX/FA	Tumble Dryer with Heat Pump, 9kg	3,000
Air-conditioner	AR12TSEAAWK/FA	AR9500T Wind-Free™ 12,000 BTU/h	3,000
Air-conditioner	AR18TSEAAWK/FA	Wind-Free™ 18,000 BTU/h	3,000
Air-conditioner	AR24TSEAAWK/FA	Wind-Free™ 24,000 BTU/h	6,000
Television	QA98Q900RBKXXA	98" Q900R QLED Smart 8K TV	50,000
Television	QA82Q800TAKXXA	82" Q800T QLED Smart 8K TV	10,000
Television	QA75Q900RBKXXA	75" Q900R QLED Smart 8K TV	10,000
Television	QA65Q800TAKXXA	65" Q800T QLED Smart 8K TV	10,000
Television	QA75Q95TAKXXA	75" Q95T QLED Smart 8K TV	6,000
Television	QA65Q95TAKXXA	65" Q95T QLED Smart 8K TV	6,000
Television	QA65LS03TAKXXA	65" 2020 The Frame 4K Smart TV	2,500
Television	QA55LS03TAKXXA	55" 2020 The Frame 4K Smart TV	2,500
Television	QA55LS01TAKXXA	55" 2020 The Serif 4K Smart TV	2,500
Television	QA49LS01TAKXXA	49" 2020 The Serif 4K Smart TV	1,500
Television	QA43LS01TAKXXA	43" 2020 The Serif 4K Smart TV	1,500
Sound Device	MX-T70/XA	Sound Tower T70	1,500
Mobile	SM-F916BZNXFA	Galaxy Z Fold 2	5,000
Mobile	SM-F916BZKAXFA	Galaxy Z Fold 2	5,000
Mobile	SM-F700FZPDXFA	Galaxy Z Flip	5,000
Mobile	SM-F700FZKDXFA	Galaxy Z Flip	5,000
Mobile	SM-N986BZNWXFA	Galaxy Note20 Ultra	1,000
Mobile	SM-N986BZKWXFA	Galaxy Note20 Ultra	1,000
Mobile	SM-N981BZNWXFA	Galaxy Note20 5G	500
Mobile	SM-N981BZAWXFA	Galaxy Note20 5G	500
Mobile	SM-N981BZGWXFA	Galaxy Note20 5G	500
Mobile	SM-N980FZNGXFA	Galaxy Note20	500
Mobile	SM-N980FZAGXFA	Galaxy Note20	500
Mobile	SM-N980FZGGXFA	Galaxy Note20	500
Tablet	SM-T970NZSXFA	Galaxy Tab S7+	3,000
Tablet	SM-T875NZNYXFA	Galaxy Tab S7	3,000
Wearable	SM-R840NTKAXFA	Galaxy Watch3 45mm	1,000
Wearable	SM-R840NZKAXFA	Galaxy Watch3 45mm	1,000
Wearable	SM-R840NZSAXFA	Galaxy Watch3 45mm	1,000
Wearable	SM-R845FZKAXFA	Galaxy Watch3 45mm	1,000
Wearable	SM-R845FZSAXFA	Galaxy Watch3 45mm	1,000
Wearable	SM-R850NZDAXFA	Galaxy Watch3 41mm	1,000
Wearable	SM-R850NZSAXFA	Galaxy Watch3 41mm	1,000
Wearable	SM-R855FZDAXFA	Galaxy Watch3 41mm	1,000
Wearable	SM-R855FZSAXFA	Galaxy Watch3 41mm	1,000

**\*Promotion available at Participating Retailers and stockists only**

- 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:

Game;

Makro;

Samsung Brand Store;

Sounds Great Electronics;

House & Home;

Hirsch;

Takealot;

Fourways Airconditioning;

Samsungair.co.za;

Pick n' Pay;

Iser - Expert Branded Dealers;

Tafelberg;

Kloppers;

Expert Online;

Vodacom;

MTN;

Cell C;

Telkom.

## 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 Samsung Online Store Voucher to the value set out in the third column of the table 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 above promotional Offer is available on a “while stocks last” basis and the Organizer cannot be held accountable once the stock of the promotional Offer or Qualifying Product has been depleted.
- 6.5 Redemption process to be completed by no later than 15th January 2021 (23h59).
- 6.6 **The Samsung Online Store Voucher will be valid for 3 (three) months from date of issue of the voucher.**

**7 Redemption:**

- 7.1 To redeem your Offer in relation to the qualifying Samsung Galaxy Smartphones and Samsung Tablets as set forth in table above (see clause 4.1.2 above), the participant must follow the following steps and/ or instructions:

**Redemption process in relation to Samsung Galaxy Smartphones and Samsung Tablets:**

1. Purchase selected Samsung Galaxy smartphones or Samsung Tablets (“**Qualifying Device**”).
2. Open the Samsung Members application pre-installed on the Qualifying Device or download the Samsung Members application from the Google Play Store ([https://play.google.com/store/apps/details?id=com.samsung.android.voc&hl=en\\_ZA](https://play.google.com/store/apps/details?id=com.samsung.android.voc&hl=en_ZA) )
3. Login to or create your Samsung Members Account.
4. Click on the benefits tab
5. Click on the Buy&Get banner and follow the prompts.
6. Complete the online form with your personal details including contact details and purchase information (such as IMEI number and proof of purchase.)
7. You must upload a photo of the proof of purchase.
8. The IMEI will be displayed on the box or dial \*#06# from your phone.
9. In the absence of a IMEI number e.g. WI-FI enabled tablet, you would need to provide the Qualifying Device’s serial number
10. Submit the online form
11. You will receive a personal reference number for redemption queries which will be sent to your email and/or sms as provided by the participant

**Order Confirmation**

Once the Organizer has validated the participant’s online form and proof of purchase of the Qualifying Device, the participant will receive a confirmation email/sms with a Samsung Online Store Voucher unique code to the pre-determined value as set out in the table above.

- 7.2 To redeem your Offer in relation to the qualifying Samsung TV’s, Home Appliances and Wearables as set forth in table above (see clause 4.1.2 above), the participant must follow the following steps and/ or instructions:

#### **Redemption process in relation to Samsung TV's, Home Appliances and Wearables**

1. Purchase selected Samsung TVs, Home Appliances, Wearables or accessories.
2. Follow the redemption process on [Samsung.com/za/offer](https://Samsung.com/za/offer)
3. How to find the redemption page on [Samsung.com/za/offer](https://Samsung.com/za/offer)?:
  - a. Scan the QR Code on the Participating Retailer's in-store leaflets or located near the Qualifying Product in the Participating Retailer stores. Or
  - b. Visit [Samsung.com/za/offer](https://Samsung.com/za/offer) page. Or
  - c. Phone our **Buy &Get Redemption call center** on 0876550515
4. Complete the online form with your personal details including contact details and purchase information (you must submit a copy of your proof of purchase and the serial number of the Qualifying Product as can be seen on the actual Qualifying Product)
5. You would need to upload a photo of the following:
  - a. the proof of purchase and
  - b. the serial number of the Qualifying Device as it appears/where it is found on the actual Qualifying Product
6. Submit the online form.
7. You will receive a personal reference number for redemption queries which will be sent to your email and/or sms as provided by the participant

#### **Order Confirmation**

Once the Organizer has validated the participant's online form and proof of purchase of the Qualifying Product, the participant will receive a confirmation email/sms with a Samsung Online Store Voucher unique code to the pre-determined value as set out in the table above.

- 7.3 **No claims for any Samsung Online Store Voucher, in respect of the Qualifying Product purchased during the Promotion Period will be accepted or processed before the Redemption Period or after the Redemption Period.**
- 7.4 Proof of purchase of the Qualifying Device will be required by means of an upload function as part of the redemption process. Uploading the incorrect image or document will disqualify the participant's entry from the Promotion.
- 7.5 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 7.6 below.
- 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 Offers can only be redeemed through the Samsung Members Application and Samsung.com website.
- 7.9 The Organizer will not be responsible for any costs associated with the redemption process of the Offer.
- 7.10 **The Samsung Online Store Voucher will be valid for 3 (three) months from date of issue of the Samsung Online Store Voucher.**

## **8 Once-off Purchase and Forfeiture:**

- 8.1 **The Samsung Online Store Voucher will be valid for a once-off purchase only.**
- 8.2 The participant must use the full value of the Samsung Online Store Voucher when making the once off purchase as contemplated in 8.1 above.
- 8.3 **Any balance remaining after the once-off purchase as contemplated in 8.1 above, will be forfeited.**

## **9 Limitation of Liability:**

- 9.1 To the extent permitted by Consumer Protection Act No 68 of 2008 and any other applicable law:
  - 9.1.1 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.
  - 9.1.2 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).
- 9.2 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.
- 9.3 Network rates apply.

## **10 General:**

- 10.1 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 10.7 below.

- 10.2 The participant is bound by the Samsung Members Application terms and conditions, where more specifically, only one (1) account per device is permitted to be registered for use of the Samsung Members Application. Should there be any dispute in this regard, the Organizers shall be sole adjudicator of the dispute and the Organizers decision shall be final.
- 10.3 The Samsung Members Application is downloadable from Galaxy Store and Google Play Store and it is supported on the Qualifying Devices.
- 10.4 The Organizer 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 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.
- 10.5 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 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.
- 10.6 Data charges may be incurred for downloading the Samsung Members Application. Network rates apply.
- 10.7 Participants acknowledge and accept that the Organizer shall utilise a third party agent to contact the participant to arrange delivery. In order to affect the contacting and delivery process, the Organizer shall provide the participant's information to such third party agent.
- 10.8 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.
- 10.9 Information regarding the Promotion that is published on authorized advertising material will also form part of the Terms and Conditions of the Promotion.
- 10.10 The Organizer 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.



- 10.11 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/>. 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.
- 10.12 This Promotion is governed by these Terms and Conditions, as well as those of the relevant authorized participating stores, associated with this Promotion.
- 10.13 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.
- 10.14 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.
- 10.15 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 the Samsung Online Store 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.
- 10.16 If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
- 10.16.1 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
- 10.16.2 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.

## **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.

SAMSUNG

20521504