

**TERMS & CONDITIONS FOR THE
SAMSUNG GALAXY NOTE 9 VOUCHER CAMPAIGN**

Please read these Promotional 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: www.samsung.com/za/offer

All participants during the Promotion Period agree to be bound by the following Terms and Conditions:

1. Promotion:

SAMSUNG GALAXY NOTE 9 VOUCHER CAMPAIGN (“**Promotion**”). The promoter of the Promotion is Samsung Electronics South Africa (Proprietary) Limited, Registration number: 1994/003872/07 and/or its agencies (“**Organizer**”).

2. Promotion Periods /Timelines:

- 2.1. The Promotion will run from 9 August 2018 (00h00) until 31 December 2018 (23h59) (“**Promotion Period**”) while stocks last, in the Republic of South Africa.
- 2.2. The Promotion Period 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;
 - 3.1.2. must 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.

4. How to qualify for the Promotion:

- 4.1. The participant must:

- 4.1.1. Pre-Order a GALAXY NOTE 9 Smartphone at any network operator, retail outlet and/or online store from 09 August 2018 (00h00) to 23 August 2018 (23h59) to qualify for a Samsung NOTE 9 Welcome Pack (“**Welcome Pack**”) and a R500 Samsung original accessories voucher (“**Voucher**”); or
- 4.1.2. Purchase and activate your GALAXY NOTE 9 Smartphone in store between 24 August 2018 (00h00) and 06 October 2018 (23h59) to qualify for a Welcome Pack and a Voucher; or
- 4.1.3. Purchase and activate your GALAXY NOTE 9 Smartphone in store between 7 October 2018 (00h00) and 31 December 2018 (23h59) to qualify for a Voucher.

5. Can I qualify more than once for this Promotion:

- 5.1. The Promotion is limited to one Offer per GALAXY NOTE 9 Smartphone that is pre-ordered and/or purchased.
- 5.2. Participants will receive one Voucher per GALAXY NOTE 9 Smartphone that is pre-ordered or purchased.
- 5.3. Multiple Samsung original accessories can be purchased utilizing the Voucher, however the Voucher is only applicable to the qualifying Samsung original accessories in terms of clause 6.2 below.
- 5.4. Should there be any dispute in this regard, the Organizer shall be the sole adjudicator of the dispute and the Organizer’s decision shall be final.

6. Offer:

- 6.1. All participants who pre-order and/or purchase a GALAXY NOTE 9 Smartphone during the Promotion Period, will be entitled to receive a Welcome Pack and/or Voucher as set out below: (“**the Offer**”):
 - a. a Welcome Pack and a Voucher for all GALAXY NOTE 9 Smartphones pre ordered between **09 August 2018 (00h00) and 23 August 2018 (23h59)**; or
 - b. Welcome Pack and a Voucher for all GALAXY NOTE 9 Smartphone purchased and activated in store **between 24 August 2018 (00h00) and 06 October 2018 (23h59)**– , or

c. a Voucher for all GALAXY NOTE 9 Smartphones purchased and activated in store between **7 October 2018 (00h00) and 31 December 2018 (23h59)**.

6.2. The Offer is **ONLY** applicable to the below qualifying **Samsung original accessories**:

1. GALAXY NOTE 9 Covers / Case Range.

6.3. The Offer is not applicable to Samsung wearables, which includes but is not limited to Gear S3, Gear Sport, Gear FIT/FIT2 Pro, Gear VR, Gear ICON X and Gear 360 Camera.

6.4. The Offer cannot be used as a discount off any handset device, that is purchased on contract or prepaid

6.5. The Offer cannot be used as a discount against any other Samsung original accessories other than the qualifying Samsung original accessories set out in clause 6.2 above.

6.6. The Offer **cannot** be used for any Samsung NOTE 9 **Generic or Non Original Samsung Accessories**.

6.7. The Offer can only be redeemed at the participating network operator, retail or online stores

6.8. The Offer cannot be used in conjunction with any other Samsung original accessories voucher campaign. All Samsung original accessory voucher campaigns are treated individually and are based on the specific handset/device to which they relate

6.9. This Offer is only applicable to the GALAXY NOTE 9 Smartphone.

6.10. The Offer does not accrue interest.

6.11. If the Voucher value is insufficient for the a specific Samsung original GALAXY NOTE 9 Smartphone accessory, the participant will be required to pay in the difference;

6.12. The Offer is not transferable. No substitution, cash redemption, or assignment of the Offer is permitted.

6.13. The Organizer will not be responsible for any costs associated with the redemption process of the Voucher.

6.14. **All Vouchers will expire on 09 August 2021.**

7. Limitation of Liability:

- 7.1. To the extent permitted by Consumer Protection Act No 68 of 2008 and any other applicable law:
- a. 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.
 - b. 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. General:

- 8.1. The Organizer reserves the right to change the Offer at any time, should they deem necessary, to an item of similar economic value.
- 8.2. 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 8.3 below.
- 8.3. 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.
- 8.4. 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.
- 8.5. 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 www.samsung.com/za/offer. The onus rests on the participant to constantly check the website for updates to the Terms and Conditions.
- 8.6. 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 participant; or (b) to modify, suspend,

terminate or cancel the Promotion as appropriate, subject to the approval of relevant regulatory authorities.

- 8.7. 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 web. No liability shall lie against the Organizer in favor of any participant, 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.
- 8.8. This Promotion is governed by these Terms and Conditions, as well as those of the relevant authorized participating stores, associated with this Promotion. In the event however, of any conflict between the terms and conditions of the relevant participating store and these Terms and Conditions, these Terms and Conditions will prevail.
- 8.9. The Organizer and its agencies reserve the right to correct any errors and/or omissions in relation to the Promotion. These Terms and Conditions will supersede any errors and/or omissions on any publicly communicated documentation or marketing material.
- 8.10. 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.
- 8.11. 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 Promotion owing to, but not limited to, stock unavailability, strike, lock out, destruction of Welcome Pack and/or Voucher 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.
- 8.12. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
 - i. 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;
 - ii. 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.

9 Consumer Protection Act:

- 9.1 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.