

PROMOTION TERMS & CONDITIONS FOR THE SAMSUNG Z5 FAMILY R15 000 CASH TRADE-IN PROMOTION

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 Z5 FAMILY LAUNCH TRADE-IN (“Promotion”).

1.2 The promoter of the Promotion is Samsung Electronics South Africa (Proprietary) Limited, Registration number: 1994/003872/07, its participating authorised resellers, network providers, and/or its agencies (“Organiser”).

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 the **07 September 2023 (00h00) to 31 October 2023 (23h59)** (“Promotion Period”).

2.2. The duration of the Promotion may be extended or curtailed at the discretion of the Organiser.

3. Who may enter:

3.1. All participants must, at the date of the commencement of the Promotion Period:

3.1.1. be citizens or legal residents of the Republic of South Africa;

3.1.2. be currently residing in the Republic of South Africa;

3.1.3. be a natural person;

3.1.4. be at least 18 (eighteen) years old; and

3.1.5. be in the possession of a valid South African identity document.

3.2. Participation in this Promotion includes 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 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 Organiser’s discretion.

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:

4.1.1. be a participant in terms of clause 3 above;

- 4.1.2. have made a valid purchase of a Samsung Galaxy Z Fold5 or Galaxy Z Flip5 ("Promotion Device") during the Promotion Period from the participating network operator, being Cell C;
- 4.1.3. turn on the Promotion Device as outlined in clause 7 below;
- 4.1.4. 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 to qualify for the offer detailed in clause 6 below; and
- 4.1.5. upon the purchase or following the purchase of the Promotion Device, **trade-in one of the following Pre-Owned Devices** within the Promotion Period to qualify for one of the offers in clause 6 below:

| Device Range: | Device Model: |
|---------------------|--|
| Samsung S Series | S20, S20 FE, S20 Plus, S20 Ultra, S21, S21 FE, S21 Plus, S21 Ultra, S22, S22 Plus, S22 Ultra, S23, S23 Plus, S23 Ultra |
| Samsung Note Series | Note 20, Note 20 Ultra |
| Samsung Z Series | Z Fold, Z Fold 2, Z Flip, Z Fold3, Z Flip3, Z Flip4, Z Fold4 |
| Apple iPhone | 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 X, Mate X2, Mate X3, Mate XS, Mate 40 Pro, Mate 50 Pro, P40, P40 Pro, P50 Pocket, P50 Pro, P50, P60, ProP60 |

- 4.2. 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:

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

- 4.2.1. 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.
- 4.2.2. The grading of the Pre-Owned Device will be at the absolute sole discretion of the Trade-in Partner and its decision in this regard will be final.
- 4.3. Should the participant return the Promotion Device and cancel their purchase of the Promotion Device, they 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 difference between the value of the Pre-Owned Device (as assessed by the Trade-in Partner during grading of the device) and the total value paid to the Participant.

- 4.3.1. Proof of purchase will be verified at the Organiser's sole discretion.
- 4.3.2. Errors and omissions 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.
- 4.3.3. It is the Participant's responsibility to ensure that any information which they provide to the Organiser is accurate, complete and up to date.
- 4.3.4. 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.
- 4.3.5. Should there be any claim against the Organiser by any third party alleging the Pre-Owned Device does not belong to the Participant, the Organiser shall have the right to recover from the Participant any costs and damages suffered by the Organiser 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 Organiser shall be sole adjudicator of the dispute and the Organiser's decision shall be final.
- 5.2. Participants are therefore limited to only trading in one Pre-Owned Device to qualify for an offer for one Promotion Device.

6. Offer:

- 6.1. The Promotion will afford the Participant an offer, subject to the provisions of clause 4 and clause 7, to receive one of the below:
 - 6.1.1. cash back to the value of R15,000 (fifteen thousand rand);
 - 6.1.2. a

6.2. How the offer will apply

6.2.1. Participants buying the Promotion Device from Cell C

If the Promotion Device is bought from any network operator which includes Cell C, the participant will be eligible to qualify for the cash back offer of R15,000 (fifteen thousand rand) for the Promotion Device, which must be redeemed on the Samsung Trade-In online platform <https://www.samsung.com/za/trade-in> platform; or

- 6.3. Should the trade-in of the Pre-Owned Device be unsuccessful at the sole discretion of the Organiser, the Participant will be required to repay the value received directly to the Trade-In Partner (if the participant applied for the trade-in through the Trade-in Partners online platform) or the relevant participating retail store (if the participant applied for the trade-in through a participating retail store). Repayment to be as agreed to in the agreement signed between the Trade-In Partner and Participant upon trade in of the Pre-Owned Device. Bank charges will apply.

- 6.4. 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. if 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 or was obtained by the Participant through criminal conduct.
- 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 Organiser's sole discretion to select same.
- 6.7. The above promotional Offer is available on a "**while stocks last**" basis and the Organiser cannot be held accountable once the stock of the Promotion Device has been depleted.
- 6.8. The Organiser 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 have an option of redeeming the offer as follows:
 - 7.1.1. redeeming the offer themselves through the Samsung Trade-In online platform <https://www.samsung.com/za/trade-in> platform when purchased the Promotion Device at a Participating Retail Partner or Promotion Device purchased through any network operator including Cell C, or
- 7.2 **Where the participant has bought the Promotion Device at a Participating Retail Partner Cell C and elects to redeem the Offer themselves using the Samsung Trade-In online platform <https://www.samsung.com/za/trade-in> platform, participants must follow the below steps.**

Step 1: The Promotion Device has to have been activate with-in 7 days of purchasing the device.

Step 2: Prepare the Pre-Owned Device(s) you are trading-in to be collected by the Trade-In Partner by:

- (1) backing up files and information from the Pre-Owned Device; and
- (2) perform a factory reset on the Pre-Owned Device; and
- (3) deactivate the Pre-Owned Device from google or iCloud account, and
- (4) remove sim and memory cards.

Step 3: Access the Trade-In online site via <https://www.samsung.com/za/trade-in/> and select the Promotion Device. Fill in your eligible trade-in device details, fill in your device evaluation criteria and complete your personal information for device collection and pay-out details. A proof of purchase will also need to be uploaded of the Promotion Device.

Step 4: The Pre-Owned Device will be collected though the Trade-In Partner or their agent and be delivered to the Trade-In Partner for evaluation in accordance to clause 4.1.5.

Step 5: Once participants receive the trade-in value of their Pre-Owned Device by the Trade-In Partner, the participant must agree to the terms and conditions of the Trade-In Partner.

Step 6: Participants must turn on the Promotional Device and perform the following steps before leaving the Retail Partner's 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.

Step 7: The final trade-in value will be paid by the Trade-In Partner to a Participant who submitted a valid IMEI number, as printed on the Promotion Device packaging, confirming they purchased a Promotion Device from a Participating Retail Partner, and by way of an EFT payment or a Samsung online store voucher to the Participant. Participant may elect if they wish to receive an EFT cash back payment or Samsung online store voucher.

Step 6: Participants must turn on the Promotional Device and perform the following steps before leaving the Retail Partner's 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 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.

8.1.2 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).

9. SAMSUNG ONLINE STORE PROMOTION CODE AND/OR VOUCHER TERMS AND CONDITIONS:

- 9.1. In the event that you are issued with a Samsung Online Store Promotion Code and/or Voucher ("Promotion Code and/or Voucher") as part of a promotional offer the following terms and conditions shall apply, every Voucher ("Promotion Code and/or Voucher"):
- a. has a unique voucher code which has been assigned to you (the "**Intended Recipient**" or "**You**");
 - b. the Intended Recipient will be determined differently based on the type of Samsung Promotion;
 - c. is for the amount specified on the digital communication provided to you by way of either electronic mail, SMS or on the Promotion Specific Material, to be redeemed only on the Samsung Online Store and not in any physical Samsung branded stores or any affiliate stores or websites which sell Samsung products;
 - d. may only be redeemed by the Intended Recipient upon reasonable evidence of their identity being confirmed through the creation of a user account on the Samsung Online Store or such other valid form of identity document as may be requested by Samsung and/or the Samsung Online Store;
 - e. **cannot be used after expiration of the Promotion Code and/or Voucher;**
 - f. shall be limited to a **one-voucher-per-purchase basis**. This means that the Promotion Code and/or Voucher **may not be aggregated** in respect of the purchase of any item. For example, if the stated price of an item exceeds the amount of the Promotion Code and/or Voucher, then **You must pay the balance in order to purchase that item and may not use other Promotion Codes and/or Vouchers in respect of that item;**
 - g. may be used towards purchases of more than the value of the Promotion Code and/or Voucher where the Intended Recipient pays the balance using one of the accepted methods of payment on the Samsung Online Store;
 - h. **cannot be transferred or assigned in any manner to any person by the Intended Recipient;**
 - i. is not redeemable for cash;
 - j. is **valid** and may only be redeemed within a period of **3 (three) months from the date of issuing of the Promotion Code and/or voucher** to the Intended Recipient (the "**Promotion Code and/or Voucher Date**"). Should there be any dispute, Samsung shall determine the Promotion Code and/or Voucher Date according to its records and this date will be final and binding on You. Once the **3 (three) month period has elapsed**, the Voucher will have **expired automatically** and the Promotion Code and/or Voucher code will no longer be valid on the Samsung Online Store;
 - k. **Once-off Purchase and Forfeiture: The Samsung Online Store Voucher will be valid for a once-off purchase only. The Participant must use the full value of the Samsung Online Store Voucher when making the once off purchase. Any balance remaining after the once-off purchase, will be forfeited;**
 - l. Samsung shall endeavour to replace any damaged or defective goods purchased using the Promotion Code and/or Voucher in accordance with the provisions of the Consumer Protection Act. Other than in respect of damaged, defective or unsafe goods or for any other lawful reasons provided in the Consumer Protection Act, no refunds are permissible for any item(s) purchased with the Promotion Code and/or Voucher; provided that to the extent that

a refund is permissible, You will be issued with a replacement Promotion Code and/or Voucher (with the same Promotion Code and/or Voucher Date) and a refund of any cash amount contributed by You;

- m. By making use of the Promotion Code and/or Voucher, You acknowledge that You have read, understood and agree to the terms and conditions set out herein and the terms and conditions of the Samsung Online Store;
- n. You will be required to create an account on the Samsung Online Store in order to redeem the Promotion Code and/or Voucher;
- o. **The Promotion Code and/or Voucher is for the exclusive use of the Intended Recipient;**
- p. You will not attempt to transfer or permit any other person to use the Promotion Code and/or Voucher; and
- q. **THE PROMOTION CODE AND/OR VOUCHER MAY ONLY BE REDEEMED WITHIN 3 (THREE) MONTHS PERIOD FROM DATE OF ISSUE.**

10. **General**

- 10.1. Data charges may be incurred by the Participant during the redemption process of the Offer and the Organiser will not be responsible for any such costs. Network rates apply.
- 10.2. Cost associated with redemption process of the Offer will be for the Participants and the Organiser will not be responsible for any such costs.
- 10.3. The Organiser 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.
- 10.4. 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.
- 10.5. 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 10.7 below.
- 10.6. Participants acknowledge and accept that the Organiser shall utilise a third party (the "Organiser's authorised 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 Organiser shall provide the Participant's personal information to such third party.
- 10.7. By participating in the Promotion, the Participants agree that the Organiser 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 Organiser for such purpose. The Organiser may also use the personal data collected from the Participants as described in the Privacy Policy accessible at www.samsung.com and that such use may include transfers to the Organiser's affiliates and third party service providers in any country.

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.

- 10.8. Information regarding the Promotion that is published on authorised 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.
- 10.9. The Organiser 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/>
- 10.10. The onus rests on the Participant to constantly check the website for updates to the terms and conditions.
- 10.11. 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 Organiser, including but not limited to technical difficulties, unauthorized intervention or fraud, the Organiser 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.
- 10.12. 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, termination or termination shall be deemed to have taken effect from the date of publication on <https://www.samsung.com/za/trade-in>.
- 10.13. No liability shall lie against the Organiser 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 Organiser and hereby acknowledge that they will have no right of recourse or claim of any nature whatsoever against the Organiser.
- 10.14. This Promotion is governed by these Terms and Conditions, as well as those of the relevant authorised Participating Retail Stores, associated with this Promotion.
- 10.15. 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.
- 10.16. 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 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.
- 10.17. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
 - 10.17.1. 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;
 - 10.17.2. 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.
- 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.