

## SAMSUNG GALAXY A35 and A55 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. [www.samsung.com/za/offer](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 Galaxy A35 and A55 Promotion Terms & Conditions ("**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 Authorised Partners in the Promotion is, Telkom ("**Authorised Partners**")

### 2. Promotion Period:

2.1 For Telkom Stores; the Promotion will run from the 1 October to 31 October 2024. ("**the Telkom Promotion Period**")

2.1.2 The Promotion includes both online and brick and mortar stores mentioned in clauses 2.1.

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

### 3. Redemption Period:

3.1 The Redemption Period for Telkom will run from the 1 October 2024 to 16 November 2024 [00:00] ("**Telkom Redemption Period**").

3.2 The duration of the Redemption Period may be extended or curtailed at the discretion of the Organizer.

### 4. Who may enter:

4.1 Where the participant is a natural person, that participant must:

4.1.1 be a citizen of the Republic of South Africa and/or a legal resident of the aforesaid country,

4.1.2 be currently residing in the Republic of South Africa at the date of the commencement of the Promotion Period,

4.1.3 be at least 18 (eighteen) years old at the date of the commencement of the Promotion Period.

4.1.4 be in the possession of a valid South African identity.

4.1.5 have made a valid purchase of a Samsung Galaxy A35 or Samsung Galaxy A55 device with a valid IMEI number, purchased within the Republic of South Africa from an Authorised Partner with a valid IMEI number.

4.1.6 Participation in this Promotion does include 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, if they personally purchased a Samsung Galaxy A35 or Samsung Galaxy A55 device for their own personal use.

4.1.7 Proof of purchase will be verified at the Organizer's discretion.

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

4.2.3 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;

4.2.4 be represented by a duly authorized individual (the "**Representative**") who currently resides in the Republic of South Africa at the date of the commencement of the Promotion Period.

4.2.5 the Representative must be at least 18 (eighteen) years old at the date of the commencement of the Promotion Period.

4.2.6 By entering, they confirm to be the appointed person responsible for claiming the Offer on behalf of the organization.

4.2.7 Follow the redemption steps outlined in clause 10 for business entities.

## 5 How to qualify for the Promotion:

5.1 the participant must within the Promotion Period:

5.1.1 be a participant as outlined in clause 4 above.

5.1.2 have made a valid purchase of a Samsung Galaxy A35 or Samsung Galaxy A55 in cash at retail selling price, or on contract) with a valid IMEI number, purchased within the Republic of South Africa from the Authorised Partners during the Promotion Periods in 2.1 to 2.3 above.

5.1.4 be in possession of a valid Proof of Purchase with verifiable details showcasing purchase details as per point 5.1.2 above including device IMEI number.

5.1.5 have activated either the Samsung Galaxy A35 or Samsung Galaxy A55 device during the Promotion and Redemption Period.

5.2 have downloaded the Samsung Members Application from the Samsung Galaxy Store or Google Play Store on their Galaxy device and be a registered subscriber of the Samsung Members Application managed by the Organizer.

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

6.1 The Promotion is limited to one Samsung Galaxy Buds FE per Samsung Galaxy A35 or Samsung Galaxy A55 purchased (identifiable by the unique IMEI number) as per clause 5 above.

6.2 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.

## **7. Offer:**

7.1 For contract sign ups and upgrades, the Promotion will afford the participant to receive 1 (one) pair of Samsung Galaxy Buds FE and a Samsung Galaxy Fit3 with the purchase of a Samsung Galaxy A35 or Samsung Galaxy A55 device.

7.2 For retail purchases excluding contract sign ups and upgrades, the Promotion will afford the participant to receive 1 (one) Samsung Galaxy Buds FE with the purchase of a Samsung Galaxy A35 or Samsung Galaxy A55 device.

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

7.4 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.

7.5 The above promotional Offer is available on a “**while stocks last**” basis and the promoter cannot be held accountable once the stock of the promotional Offer has been depleted.

7.6 If your claim of the Offer is rejected due to the IMEI number having already been claimed against, the Organizer does not assume any responsibility or any liability to fulfil the redemption of the Offer. The participant should direct the claim of the Offer back to where they purchased the qualifying device.

7.7 Any and all tax implications and liabilities as a result of purchasing the Offer will be solely borne by the participant.

## **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).

8.1.3 All personal information exchanged with the usage of third-party applications will not be monitored or controlled by the Organizer. The participant bares 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 Organizer from all liability arising from whatsoever nature.

## **9. Redemption of Offer**

9.1 To redeem the Offer the participant must follow the following steps and/or instructions:

9.1.1 For consumer purchases made from one of the Authorised Partners

**Step 1:** Purchase, sign up or upgrade to the Samsung Galaxy A35 or the Samsung Galaxy A55 device within the Republic of South Africa from an Authorised Partner during the Promotion Period.

**Step 2:** Have all current Samsung software updates downloaded and installed

from the settings menu on the Galaxy A35 or Galaxy A55 device.

**Step 3:** Download Samsung Members Application from the Samsung Galaxy Store or Google Play Store on the Galaxy A35 or Galaxy A55 device.

**Step 4:** Register for a Samsung Members account, then click on the “Galaxy A35 and A55 complimentary gift” promotional banner in the “Benefits” section of the Samsung Members Application and follow the prompts.

**Step 5:** Upload the proof of purchase of the Galaxy A35 or Galaxy A55 device, complete and submit an online form with participant’s details, which must

include participant’s delivery address and contact information.

**Step 6:** Upon submitting the online form (referred to in step 5) the participant will receive an e-mail confirming their submission of the online form was successful. In the same email, the participant will receive a reference number that must be used by the participant to escalate any queries pertaining to their submission.

**Step 7:** Once the Organiser has validated the participant’s online form and proof of purchase of the Galaxy A35 or Galaxy A55 device, the participant will receive a congratulatory message by way of email.

**Step 8:** The Organiser will then arrange for delivery of the Offer according to the delivery details provided by the participant. The participant will be required to provide the Organiser with a day, time and address to enable delivery of the promotional Offer.

Should delivery not be successful, the Organiser will conduct 3 (three) delivery attempts over a 3 (three) week period with 1 (one) delivery attempt per week. After 3 (three) failed delivery attempts the participant will forfeit the Offer.

### **9.1.2 for redemption of purchases made by Business to Business (including a Trust):**

**Step 1:** Purchase the Samsung Galaxy A35 or the Samsung Galaxy A55 device with valid IMEI numbers within the Republic of South Africa during the Promotion Period

**Step 2:** the Representative to email the required documents to the dedicated B2B promotions:

- e-mail address: [Samsungb2b.promotions@isonxperiences.com](mailto:Samsungb2b.promotions@isonxperiences.com)

#### **Required documents include:**

- Proof of Purchase

- Excel document with all IMEI numbers (If IMEI numbers are not on the Proof of purchase)
- Business Registration Certificate (CIPC Document)
- Company Resolution signed by Directors or Letter of authority for claimant signed by authorised owner/director ID copy of authorized person as per point above
- Delivery address.

**Step 3:** Upon submitting the supporting documents to: [Samsungb2b.promotions@isonxperiences.com](mailto:Samsungb2b.promotions@isonxperiences.com), the participant will receive an e-mail confirming that their submission was received.

**Step 4:** Once the Organiser has validated the participant's submission, the participant will receive a congratulatory message by way of email.

**Step 5:** The Organiser will then arrange for delivery of the Offer according to the delivery details provided by the participant. The participant will be required to provide the Organiser with a day, time and address to enable delivery of the promotional Offer.

Should delivery not be successful, the Organiser will conduct 3 (three) delivery attempts over a 3 (three) week period with 1 (one) delivery attempt per week. After 3 (three) failed delivery attempts the participant will forfeit the Offer.

9.2 No claims Offer in respect of the Galaxy A35 or Galaxy A55 device purchased during the Promotion Periods period will be accepted or processed after the Redemption Periods have ended as specified in clause 3.1 above.

9.3 Participants who encounter any technical issues when redeeming the Offer must contact the Organizer for assistance by telephone at the following telephone number: +27 (0) 87 655 0512.

9.4 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.

9.5 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.

9.6 It is the participant's responsibility to ensure that any information provided to the Organizer is accurate, complete and up to date.

9.7 The Offer can only be redeemed through the Samsung Members Application for participating individuals and Business to Business

Representatives.

9.8 The Offer can only be redeemed through the Samsung Members Application, for applicable purchases.

9.10 The Organiser will not be responsible for any costs associated with the redemption process of the Offer.

## 10. Business Entities

Where the participant is a Business Entity (which for the purposes of these Terms and Conditions shall include a Trust), that has purchased multiple the Galaxy A35 or Galaxy A55 devices, the following additional provisions shall apply –

10.1 by its participation in the Promotion both the participant and the Representative warrant to and in favour of the Organizer that –

- a) the participant is duly authorized 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;
- b) the Representative has been duly authorized to represent and bind the participant;
- c) all internal requirements have been met in order to permit the participation of the participant in the Promotion.

10.2 In addition to 10.1 above, the participant must attach a letter, signed by an authorized representative, on the participant's business letterhead confirming:

- a) that the Offer 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 acting on behalf of the participant has the requisite authority to act on behalf of the participant;
- c) a delivery address for the Offer to be delivered for the attention of the administrator.

10.3 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;

10.3.1 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.

10.4 Should the participant cancel the purchase of the qualifying devices and return the devices or exchange it for another device, the participant forfeits the Offer, and the Organizer has the right to claim back the Offer.

## **11. Terms of Delivery:**

11.1 Delivery will take place approximately 7 (seven) to 14 (fourteen) working days after Validation

11.2 Organizer does not accept any responsibility for late/non arrivals and/or any damage to the Samsung Galaxy Buds FE and Samsung Galaxy Fit3 that may arise during its delivery to the participant.

11.3 Should the participant fail to supply valid proof of purchase through the Samsung Members Application, the Offer will be forfeited.

11.4 Sales representatives employed at participating stores may not claim the Offer on behalf of a purchasing customer. Participants must redeem the Offer on their own behalf.

11.5 Delivery will take place in accordance with Covid-19 regulatory requirements (if any) and on receipt of the participant's valid and correct delivery details supplied by the participant through the Samsung Members Application where the Organizer will arrange for delivery of the Offer. The participant will be required to provide the Organizer with a day, time and address to enable delivery of the Offer. Should delivery not be successful, the Organizer will conduct 3 (three) delivery attempts over a 3 (three) week period with 1 (one) delivery attempt per week. After 3 (three) failed delivery attempts the participant will forfeit the Offer.

11.6 Should the participant fail to supply correct and valid delivery details upon redemption of the Offer through the Samsung Members Application, the Offer will be forfeited.

11.7 Delivery will occur by way of courier and the Organizer does not accept any responsibility for late/non arrivals and/or any damage to the Offer that may arise during its delivery to the participant.

11.8 The participant must present a valid identity document at the time of delivery.

11.9 Deliveries will only be made within the borders of the Republic of South Africa.



11.10 Deliveries will occur from Monday to Friday during regular office hours (08h00 to 17h00) and no deliveries will be made on public holidays or over the weekends.

## **12. General:**

12.1 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 12.3 below.

12.2 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's shall provide the participant's information to such third party.

12.3 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.

12.4 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.

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

12.6 The Organizer's 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 Organizer's website [www.samsung.com/za/promotions](http://www.samsung.com/za/promotions). The onus rests on the participant to constantly check the website for updates to the terms and conditions.

12.7 The participant is bound by the Samsung Members application terms and conditions, where more specifically, only one (1) account per Samsung Galaxy A35 or the Samsung Galaxy A55 is permitted to be registered for use of the Samsung Members application. 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.

12.8 The Samsung Members application is downloadable from Galaxy Store and Google Play Store, and it is supported on the Samsung Galaxy A35 and the Samsung Galaxy A55 device. 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 discretion. Failure by the Organizer to enforce any of its rights at any stage does not constitute a waiver of those rights.

12.9 Data charges may be incurred for downloading the Samsung Members application which will be for the cost and account of the participant. Network rates apply.

12.10 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.

12.11 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, termination or termination shall be deemed to have taken effect from the date of publication on the Organizer's website [www.samsung.com/za/promotions](http://www.samsung.com/za/promotions). 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.

12.12 This Promotion is governed by these terms and conditions, as well as those of the relevant authorized participating stores, associated with this Promotion.

12.13 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.

12.14 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.

12.15 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 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.

12.16 If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:

12.16.1 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;

12.16.2 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.

### **13. Consumer Protection Act:**

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.