

## SAMSUNG “CAPTURE YOUR SUMMER WITH SAMSUNG AND TELKOM” COMPETITION TERMS & CONDITIONS

Please read these Competitions terms and conditions (“Terms and Conditions”) carefully. Participation in this Competition will constitute your agreement to comply with these Terms and Conditions. By entering this Competition, you agree to be bound by the Terms and Conditions. Please refer to this website for the current Terms and Conditions for this Competition: [www.samsung.com/za/offer/](http://www.samsung.com/za/offer/)

All participants during the term of this Competition agree to be bound by the following terms and conditions:

### 1. Competition:

#### 1.1 Capture Your Summer with Samsung and Telkom (“Competition”).

1.2 The organizer of the Competition is Samsung Electronics South Africa (Proprietary) Limited, Registration number: 1994/003872/07 and/or its agencies (“Organizer”).

### 2. Competition Period:

2.1 The Competition will run from **06 October 2024 [00:00]** to **31 December 2024 [23:59]** on selected Qualifying Products (“the Competition Period”).

2.2 The duration of the Competition may be amended, 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 resident 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 Competition 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 Competition Period;

3.1.4 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; and

- 3.1.5 Purchase a “Qualifying Product” as set out in 4.1.2 below to get automatic entry to the Competition.
- 3.1.6 Participant must activate the Qualifying Product and the Telkom contract number at the store as per clause 4.2.
- 3.2 Proof of purchase will be verified at the Organizer 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 Competition and possible legal action.
- 3.4 Participation in this Competition **excludes** 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 in connection with the Competition and their spouses, life partners, parents, children, siblings, business partners or associates.
- 4. **How to enter the Competition:**
  - 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 **on a Telkom contract** with the following descriptions (“**Qualifying Product**”) from any Participating Retailers during the Competition Period;

Samsung Smartphones	Model Number	Tiers
Galaxy Z Fold6	SM-F956	<b>Flagship</b>
Galaxy Z Flip6	SM-F741	
Galaxy Z Fold5	SM-F946	
Galaxy Z Flip5	SM-F731	
Galaxy S24 Ultra	SM-S928	
Galaxy S24+	SM-S926	
Galaxy S24	SM-S921	
Galaxy S23 Ultra	SM-S918	
Galaxy S23+	SM-S916	
Galaxy S23	SM-S911	

Samsung Smartphones	Model Number	Tiers
Galaxy S24 FE	SM-S721	
Galaxy S23 FE	SM-S711	
Galaxy A54	SM-A556	<b>Mid-Tier</b>
Galaxy A55	SM-A546	
Galaxy A35	SM-A356	
Galaxy A34	SM-A346	
Galaxy A25	SM-A256	
Galaxy A24	SM-A245	
Galaxy A15	SM-A155	
Galaxy A14	SM-A145	
Galaxy A05s	SM-A057	
Galaxy A04	SM-A042	

- 4.2 All valid purchases from a participating Telkom store, will earn the participant one automatic entry into the lucky draw (based on the month on which they bought the Qualifying Product).
- 4.3 All Telkom contract purchases of the Qualifying Samsung Products must be made through only the following participating retail stores in the Republic of South Africa (“**Participating Retailers**”) during the Competition Period:
- 4.3.1. Telkom Owned stores;
  - 4.3.2. Telkom Franchise stores;
  - 4.3.3. Telkom Online Stores; including inbound and outbound Call Centre’s.
- 4.4. Entry to this Competition does not make any participant a winner.
- 4.5. 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 4.6 below.

4.6. 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.

4.7. It is the participant's responsibility to ensure that any information, which you provide to the Organizer, is accurate, complete and up to date.

## 5 **Can I enter more than once:**

4.8. The Participant can enter the Competition multiple times. One purchase of the Qualifying Product equals to One entry to the Competition.

4.9. 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 **Prize:**

6.1 The Competition will include an opportunity for all participants, entered into a lucky draw with the chance of winning:

6.1.1 One of Thirty-two Prizes valued at a total of R1 000, 000.00 (One million rand) being the Samsung Online E-store Voucher, broken into various denominations, which the participant must use on the Samsung online store. Refer to clause 7 for prizes breakdown.

6.2 The Lucky Draw Prizes:

6.1.2 Will be managed by a third-party promotions agency;

6.1.3 may not be exchanged for cash; and

6.1.4 cannot be broken up to various transactions, unless the Organizer consents to it.

6.3 The Lucky Draw Prizes are not transferable. No substitution, cash redemption, or assignment of the Prizes is permitted.

6.4 The Organizer reserves the right to change the Prizes should they deem necessary, to Prizes of similar economic value.

6.5 The Prizes may differ from that shown on the Competition material with regard to colour and specs.

6.6 The Prizes shall be subject to stock availability and in the event of no stock being available the Organizer, in its sole discretion shall determine a suitable replacement in accordance with the Terms and Conditions.

6.7 Any and all tax implications and liabilities as a result of winning the Prizes will be solely borne by the winner.

## 7 Draw:

### 7.1 Lucky Draw Prizes:

7.1.1 There will be 32 (thirty-two) lucky draw winners announced over the duration of the competition, broken up into various denominations;

Tier	Samsung Online Vouchers	October Draw	November Draw	December Draw	January Draw
Flagship	R50,000			3	
Flagship	R40,000	3	6	3	
Flagship	R30,000			3	1
Mid-Tier	R20,000	3	6	3	
Mid-Tier	R10,000				1

7.1.2 The lucky draw will be held by the Third-Party Promotional Agency and an Independent Auditor as follows:

22-Oct		05-Nov		19-Nov	
Tier	Samsung Voucher	Tier	Samsung Voucher	Tier	Samsung Voucher
Flagship	40 000	Flagship	40 000	Flagship	40 000
Flagship	40 000	Flagship	40 000	Flagship	40 000
Flagship	40 000	Flagship	40 000	Flagship	40 000
Mid Tier	20 000	Mid Tier	20 000	Mid Tier	20 000
Mid Tier	20 000	Mid Tier	20 000	Mid Tier	20 000
Mid Tier	20 000	Mid Tier	20 000	Mid Tier	20 000
	<b>R180 000</b>		<b>R180 000</b>		<b>R180 000</b>

  

03-Dec		17-Dec		14-Jan	
Tier	Samsung Voucher	Tier	Samsung Voucher	Tier	Samsung Voucher
Flagship	40 000	Flagship	50 000	Flagship	30 000
Flagship	40 000	Flagship	50 000	Mid Tier	10 000
Flagship	40 000	Flagship	50 000		
Mid Tier	20 000	Mid Tier	30 000		
Mid Tier	20 000	Mid Tier	30 000		
Mid Tier	20 000	Mid Tier	30 000		
	<b>R180 000</b>		<b>R240 000</b>		<b>R40 000</b>

- 7.2 If for any unforeseen reason the draw cannot take place on the aforesaid date, then the Organizer will endeavour to conduct the draw within a reasonable period thereafter and shall provide details of the new draw date.

## 8. Limitation of Liability:

- 8.1. To the extent permitted by Consumer Protection Act No 68 of 2008 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 participants' entrance to the Competition.

8.1.2. The Organizer excludes all warranties (express or implied), representations and liabilities regarding this Competition (other than for death or personal injury caused by its negligence and/or fraud).

- 8.2. The participant may incur data charges during the redemption process of the virtual online voucher and the Organizer and its third parties will not be responsible for any such costs. Network rates apply.

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

- 9.1. The following terms and conditions shall apply to Samsung Online Store Competition Code and/or Voucher ("Competition Code and/or Voucher"), every Voucher ("Competition Code and/or Voucher"):

9.1.1. has a unique voucher code which has been assigned to you (the "**Intended Recipient**" or "**You**");

9.1.2. the Intended Recipient will be determined differently based on the type of Samsung Competition;

9.1.3. is for the amount specified on the digital communication provided to you by way of either electronic mail, SMS or on the Competition 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;

9.1.4. 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;

9.1.5. **cannot be used after expiration of the Competition Code and/or Voucher;**

9.1.6. Shall be limited to a **one-voucher-per-purchase basis**. This means that the Competition 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 Competition Code and/or Voucher, then **You must pay the balance in order to purchase that item and may not use other Competition Codes and/or Vouchers in respect of that item;**

- 9.1.7. may be used towards purchases of more than the value of the Competition Code and/or Voucher where the Intended Recipient pays the balance using one of the accepted methods of payment on the Samsung Online Store;
- 9.1.8. **cannot be transferred or assigned in any manner to any person by the Intended Recipient;**
- 9.1.9. is not redeemable for cash;
- 9.1.10. is **valid** and may only be redeemed **on or before the 31 of April 2025**. Should there be any dispute, Samsung shall determine the Competition Code and/or Voucher Date according to its records and this date will be final and binding on you. After the **31 of April 2025** the Voucher will have expired automatically and the Competition Code and/or Voucher code will no longer be valid on the Samsung Online Store;
- 9.1.11. **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;**
- 9.1.12. Samsung shall endeavour to replace any damaged or defective goods purchased using the Competition 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 Competition Code and/or Voucher; provided that to the extent that a refund is permissible, You will be issued with a replacement Competition Code and/or Voucher (with the same Competition Code and/or Voucher Date) and a refund of any cash amount contributed by You;
- 9.1.13. By making use of the Competition 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;
- 9.1.14. You will be required to create an account on the Samsung Online Store in order to redeem the Competition Code and/or Voucher;
- 9.1.15. **The Competition Code and/or Voucher is for the exclusive use of the Intended Recipient;**
- 9.1.16. You will not attempt to transfer or permit any other person to use the Competition Code and/or Voucher; and

**9.1.17. THE COMPETITION CODE AND/OR VOUCHER WILL EXPIRE ON THE 31 OF APRIL 2025. NO REDEMPTION OF THE COMPETITION CODE AND/OR VOUCHER WILL BE ALLOWED AFTER THE 31 OF APRIL 2025.**

## **10. General:**

- 10.1. The Organizer reserves the right, at any time, to verify the validity of entries and participants (including but not limited to a participant's identity, age and place of residence) and to disqualify any participants that are not in accordance with these terms and conditions or who tampers with the entry process.
- 10.2. The winners will be called on the winner's mobile number (Telkom contract number), supplied by Telkom SA SOC Limited ("Telkom") during the purchase of the Qualifying Product. The Organiser shall attempt to contact the winner for a period of 10 (ten) working days after his or her name is drawn as a winner, were after the winner will forfeit the Lucky Draw Prize as set out in clause 10.3 below.
- 10.3. In the event that the winner is unreachable as set out in clause 10.2 above, ineligible, or fails to claim or accept delivery of the Lucky Draw Prize, the Prize shall be forfeited to another winner based on the Terms and Conditions.
- 10.4. In accordance with the confidentiality policies and practices of the Organizer, none of the entry details of any participant in this Competition will be disclosed or used by the Organizer for any purposes other than for entry into the Competition and in accordance with clause 10.9 below.
- 10.5. The participant is bound by the Competition Website terms and conditions, where more specifically only one (1) account per device is permitted to be registered for use of the Competition Website Application. Should there be any dispute in this regard, the Organisers shall be sole adjudicator of the dispute and the Organisers decision shall be final.
- 10.6. 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.
- 10.7. If this Competition 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 Competition as appropriate, subject to the approval of relevant regulatory authorities.
- 10.8. Participants acknowledge and accept that the Organizer shall utilize a third-party agent to contact the participant and assist with the registration process. In order to affect the contacting process, the Organizer shall provide the participant's information to such third-party agent.



- 10.9. The Organizer will not use details of participants for Samsung or any other related communication. The participant's details will remain the responsibility of the third party validating the redemption process.
- 10.10. Information regarding the Competition that is published on authorized advertising material will also form part of the Terms and Conditions of the Competition. In the event however, of any conflict between the advertising material and these Terms and Conditions, these Terms and Conditions will prevail.
- 10.11. The Organizer reserve the right to withhold the Lucky Draw Prize until it is entirely satisfied that the claimant of the Lucky Draw Prize is the bona fide winner and reserves the right to call for such proof as it may deem necessary.
- 10.12. 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.
- 10.13. Save as permitted by law, the Organizer reserves the right to cancel, suspend or terminate this Competition, 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.
- 10.14. These Terms and Conditions, as well as those of the relevant authorized participating stores, associated with this Competition, govern this Competition.
- 10.15. Any dispute or claim arising out of or in connection with the Competition shall be governed by and construed in accordance with the laws of South Africa.
- 10.16. 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.
- 10.17. 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 Lucky Draw Prize owing to, but not limited to, stock unavailability, strike, lock out, destruction of the Online Voucher on route by any means, any civil commotion or disorder, riot, threat of war, any action taken by governmental authority (including Government regulations) or public authority of any kind, fire, explosion, storm, flood, earth quake or other acts of God.
- 10.18. The Organizer is not liable (whether in contract or delict) in any way whatsoever for any cost, expense, loss, damage (including consequential or special damages or loss or

profits), loss of life, bodily injury or damage to or loss of property of any nature, that may be caused or suffered by the participant, his/her family or dependents or any third party, arising out of or incidental to or in any way connected with the Lucky Draw Prize.

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

10.19.1. 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

10.19.2. 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.