

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/.

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

1. Promotion:
The Samsung “For the Game” S9/S9+ / QLED TV Promotion (“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 Period:
 - 2.1. The Promotion will run from Tuesday 1 May 2018 [00h00] to Sunday 15 July 2018 [23h59] (“the Promotion Period”) whilst stocks last, in the Republic of South Africa.
 - 2.2. The duration of the Promotion may be extended or curtailed at the discretion of the Organizer.
3. To be eligible to participate in this Promotion the participant must:
 - 3.1. be 18 years or older and be a legal resident of the Republic of South Africa;
 - 3.2. purchase or have purchased any S9/S9+ through any authorized retailer within the Republic of South Africa prior to the start date of this promotion or during the Promotion Period, in the Republic of South Africa;
 - 3.3. be a natural person and not a juristic entity, which juristic entity includes but is not limited to a Business to Business [B2B] partner of the Organizer, cross border partner or retail partner of the Organizer (the product must be purchased in the participant’s name).
4. Offer:
 - 4.1. All participants who have purchased an S9/S9+ smartphone will receive an in-store discount off the price of the applicable chosen TV purchased in-store or online (“the Offer”).
 - 4.2. In order to redeem the offer the steps in clause 5 below need to be followed completely.
 - 4.3. The Offer will be redeemable on the below 6 (six) TV models purchased at Samsung Stores, Makro, Dion Wired, Hirsch, Takealot.com and Approved Expert Dealers / Premium Independent Retailers. The full list of stores can be found on www.samsung.com/za/offer/forthegame/

Model	In-store discount value off the QLED TV Purchase Price
QLED TV - QA75Q9FAMKXXA	R 10,000
QLED TV - QA75Q8CAMKXXA	R 10,000
QLED TV - QA65Q8CAMKXXA	R 7,500
QLED TV - QA65Q7FAMKXXA	R 7,500
QLED TV - QA55Q7CAMKXXA	R 5,000
QLED TV - QA55Q7FAMKXXA	R 5,000

- 4.4. This Offer is provided at the sole discretion of the Organizer whilst stocks last.
- 4.5. Every time a participant purchases an S9/S9+ they are entitled to redeem the Offer in-store or online at the point of purchase, if the steps in clause 5 below are followed completely.
- 4.6. The Organizer accepts no responsibility should point of sale communication materials be placed on the incorrect or non-participating products or any other communication materials concerning this Promotion. All Offers are based exclusively on clause 4.3 above, per participating product.
- 4.7. The Offer is not transferable and may not be substituted or exchanged for cash or anything else.

5. Redemption of Offer:

- 5.1. To redeem the Offer, as per clause 4, the participant must follow the following steps once the S9/S9+ is purchased:
 - a. When unboxing the S9/S9+, create or log into the Samsung Account
 - b. Opt in to receive marketing communication;
 - c. Once opted in, an email will be sent within 5 working days to the participant
 - d. Inside this email will be a unique number which is to be used when purchasing the applicable TV model as set out in the table above;
 - e. When ready to purchase the applicable TV during the promotional period at a participating retailer's point of purchase, the following details will be required to complete the transaction:
 - (i) Participant's name and surname
 - (ii) Participant's ID number
 - (iii) Participant's unique number as received from the Organizer
 - (iv) Participant's IMEI number of their S9/S9+ device.
 - f. If all four (4) of the above details are provided, the discount amount will be taken off the price of the applicable TV.
 - g. Should a participant wish to purchase an applicable TV and not yet have access to the unique number from the Organizer, the participant will be required to call the Organizer's call centre on 0860 7267864 (open 24 hours a day excluding public holidays) where if the IMEI number is provided to the call centre and verified on the call, a unique number can

be released immediately over the phone for the participating retailer to capture and continue with clause 5.1(e) above.

- h. Should a participant wish to purchase an applicable TV and not yet have access to the unique number from the Organizer, the participant will be able to SMS the word "QLED" to the Organizer's SMS line 33110 (This SMS is charged at R 1.50. Standard rates apply. No free SMSs apply) and they'll be prompted to provide their IMEI number, where if the IMEI number is valid, the unique number will be released.

- 5.2. The Offer is redeemable during the promotional period only. Any Samsung Accounts created after 15 July 2018 will not be eligible for the Offer. Any attempt to use the unique number after 15 July 2018 will not be entertained by the Organizer and/or participating retailer.

6. Limitation of Liability:

- 6.1. To the extent permitted by Consumer Protection Act and any other applicable law:

- 6.1.1 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.

- 6.1.2 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).

7. General:

- 7.1. 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.

- 7.2. 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.

- 7.3. Information regarding the Promotion that is published on authorized advertising material will also form part of the Terms and Conditions of the Promotion.

- 7.4. 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.

- 7.5. 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 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.

- 7.6. 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/offer/
- 7.7. No liability shall lie against the Organizer in favor 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.
- 7.8. This Promotion is governed by these Terms and Conditions, as well as those of the relevant authorized participating stores, associated with this Promotion.
- 7.9. The Organizer and its agencies reserve the right to correct any errors and omissions. These Terms and Conditions will supersede any errors or omissions on any publicly communicated documentation or marketing material.
- 7.10. 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 the Republic of South Africa.
- 7.11. 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 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.
- 7.12. 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.

8. Consumer Protection Act:

- 8.1 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.