

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/3monthsSMCNetworkDealCampaign/terms.pdf

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

1. Promotion:

Samsung Galaxy Note8 (SM-N950) free 6 months SMC Pre-Order (“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 1 September 2017 (00h00) to 31 October2017 (23h59) (“the Promotion Period”).

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

3. Who may enter:

3.1 All participants must :

- a. be citizens of the Republic of South Africa and/or a legal residents of the aforesaid country,
- b. must be currently residing in the Republic of South Africa at the date of the commencement of the Promotion Period.,
- c. must be a natural person and be at least 18(eighteen) years old at the date of the commencement of the Promotion Period.

Participation in this Promotion 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 Promotion and their spouses, life partners, parents, children, siblings, business partners or associates that have not purchased the Samsung Galaxy Note8 (SM-N950) in their individual capacity.

4. How to qualify for the Promotion:

- 4.1 the participant must:
 - a. Have purchased a Samsung Galaxy Note8 (SM-N950) within the Promotional Period.
 - b. Have registered their details in the Samsung Mobile Care (“SMC”) section of Samsung Rewards or via the SMC call center or the URL <http://s-rewards.co.za/smc-info.htm> within the Promotional Period but not after 30 days from purchase of device.
 - c. Have left payment details to purchase SMC plan on the expiry of the Promotional period.
 - d. Have valid proof of purchase and may be asked to produce it.

5. Can I qualify more than once for the Offer:
 - 5.1 The Promotion is limited to one entry per participant per Samsung Galaxy Note8 (SM-N950) purchased, 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. Offer:
 - 6.1 The Promotion will afford the participant to receive a six (6) months of Samsung Mobile Care (“Offer”). This six (6) month offer is inclusive of the standard 1 month offered to all Note8 devices.
 - 6.2 An repair fee of R1, 500 (one thousand five hundred rand) for the front glass and R400 (four hundred rand) for the back glass will be applicable for any accidental damage incidences claimed in the first month of the six (6) month offer period. Thereafter a repair fee of R1000 (one thousand rand) for the front glass and R300 (three hundred rand) for the back glass will ensue for the remaining five (5) months of the offer period.
 - 6.3 Offer is not transferable. No substitution, cash redemption, or assignment of the Offer is permitted.
 - 6.4 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. Limitation of Liability:
 - 7.1 To the extent permitted by Consumer Protection Act and any other applicable law:

- a. The participant and/or winner(s) 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 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.
- 8.2 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 is a winner, and to arrange delivery of the Offer. In order to affect the contacting and delivery process, the Organizer's shall provide the participant's information to such third party.
- 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.
- 8.5 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 . 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

entrant; 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, 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. 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.
- 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.
- 8.9 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.
- 8.10 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.
- 8.11 If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
- a. 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;
 - b. 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.