

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:

Samsung Blue Tag Sale ("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 **Monday 22nd March 2021 [00:00] to Sunday 11th April 2021 [23:59]** on selected Qualifying Products ("the Promotion Period").

2.2 **The postpaid/contract offers at Vodacom will only run from Monday 8th March 2021 [00:00] to Wednesday 31st March 2021 [23:59]**

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

2.3 Promotion is valid while stocks last.

3. Who may enter:

3.1 All participants must:

- a. be a citizen of the Republic of South Africa;
- 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; and

4. How to qualify for the Promotion:

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 participating Samsung products with the following descriptions ("Qualifying Product") from the participating retail stores set out in clause 4.2 below:

Participating Model	Product Description	Was (ZAR)	Now (ZAR)	Saving (ZAR)	% Discount
SM-A013GZRDXXFE	Galaxy A3 Core	1,399	1,299	100	7%
SM-A022FZBAAFA	Galaxy-A02 Single Sim Blue	1,999	1,799	200	10%
SM-A022FZBBAFA	Galaxy-A02 Dual Sim Blue	1,999	1,799	200	10%
SM-A022FZKAAFA	Galaxy-A02 Single Sim Black	1,999	1,799	200	10%
SM-A022FZKBAFA	Galaxy-A02 Dual Sim Black	1,999	1,799	200	10%
SM-A115FZBAXFA	Galaxy-A11 Single Sim Blue	2,999	2,999	-	0%
SM-A115FZBDXFA	Galaxy-A11 Dual Sim Blue	2,999	2,999	-	0%
SM-A115FZKAXFA	Galaxy-A11 Single Sim Black	2,999	2,999	-	0%
SM-A115FZKDXFA	Galaxy-A11 Dual Sim Black	2,999	2,999	-	0%
SM-A125FZBEAFA	Galaxy-A12 Single Sim Blue	3,499	3,499	-	0%
SM-A125FZBGAFA	Galaxy-A12 Dual Sim Blue	3,499	3,499	-	0%
SM-A125FZKEAFA	Galaxy-A12 Single Sim Black	3,499	3,499	-	0%
SM-A125FZKGAFA	Galaxy-A12 Dual Sim Black	3,499	3,499	-	0%
SM-A315FZBQXFA	Galaxy-A31 Single Sim Prism Crush Blue	4,499	3,999	500	11%
SM-A315FZBQXFA	Galaxy-A31	4,499	3,999	500	11%
SM-A315FZBQXFA	Galaxy-A31 Dual Sim Prism Crush Blue	4,499	3,999	500	11%
SM-A315FZKQXFA	Galaxy-A31 Single Sim Prism Crush Black	4,499	3,999	500	11%
SM-A315FZKQXFA	Galaxy-A31	4,499	3,999	500	11%
SM-A315FZKVXFA	Galaxy-A31 Dual Sim Prism Crush Black	4,499	3,999	500	11%
SM-T505NZADXXFA	Galaxy Tab A7 (10.4", LTE)	5,999	4,999	1,000	17%
SM-T505NZADXXFA	Galaxy Tab A7 (10.4", LTE)	5,999	4,999	1,000	17%
SM-R220NZKAXFA	Galaxy Fit2 Black	999	699	300	30%
SM-R220NZRAXFA	Galaxy Fit2 Red	999	699	300	30%
SM-R500NZDAXFA	Galaxy Watch Active Rose Gold	3,699	2,999	700	19%
SM-R500NZKAXFA	Galaxy Watch Active Black	3,699	2,999	700	19%
SM-R500NZSAXFA	Galaxy Watch Active Silver	3,699	2,999	700	19%
SM-R850NZDAXFA	Galaxy Watch3 41mm Mystic Bronze	7,999	6,499	1,500	19%
SM-R850NZSAXFA	Galaxy Watch3 41mm Mystic Silver	7,999	6,499	1,500	19%
SM-R840NTKAXFA	Galaxy Watch3 45mm Titanium Black	8,499	6,999	1,500	18%
SM-R840NZKAXFA	Galaxy Watch3 45mm Mystic Black	8,499	6,999	1,500	18%
SM-R840NZSAXFA	Galaxy Watch3 45mm Mystic Silver	8,499	6,999	1,500	18%
SM-R180NZKAXFA	Galaxy Buds Live Mystic BLACK	2,999	1,799	1,200	40%
SM-R180NZNAXFA	Galaxy Buds Live Mystic BRONZE	2,999	1,799	1,200	40%
SM-R180NZWAXFA	Galaxy Buds Live Mystic WHITE	2,999	1,799	1,200	40%

**All prices listed above are only recommended resale prices. Retailers are free to vary the prices at which the Qualifying Product is sold at. Promotion available at participating retailers and stockists only*

4.1.3 The Vodacom Post Paid Contract Deals are as follows:

Offer	Deal Type	TERM	DEAL
Galaxy A31 + Galaxy A12	Tariff	24 months	R 399
Galaxy A12 + Galaxy A12	Tariff	24 months	R 349
Galaxy A31 + Galaxy A31	Tariff	24 months	R 449
Galaxy S20FE + Galaxy Watch Active (Model R500)	Tariff	24 months	R 699
Galaxy S7 Tablet + Microsoft + Mouse + Buds Live	Tariff	36 months	R 649
Galaxy S7+ WIFI Tablet + Microsoft + Mouse + Buds Live	Tariff	36 months	R 799

**All prices listed above are only recommended resale prices. Retailers are free to vary the prices at which the Qualifying Product is sold at. Promotion available at participating retailers and stockists only*

4.2 All purchases of the Qualifying Products must be made through only the following participating retail stores in the Republic of South Africa during the Promotion Period:

Vodacom;

Mtn;

Telkom;
Cell C;
Game;
Makro;
Samsung Brand Store;
Hirsch;
Takealot;
Incredible Connection;
The Foschini Group;
Ackermans;
Pep;
Edgars;
Mr Price;
Woolworths;
Total Sports;
Truworths;
John Craig & Dunns;
Iser - Expert Branded Dealers;
Tafelberg;
Kloppers;
Expert online;
Jet;
Samsung Online Store

5. Can I qualify more than once for the Offer:

- 5.1 The Promotion is available on multiple purchases per participant, 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 the Qualifying Product at the discounted prices ("Offer")
- 6.2 Offer is not transferable. No substitution, cash redemption, or assignment of the Offer is permitted.
- 6.3 The Offer may differ from that shown on the promotional material and same shall be subject to availability.

- 6.4 The above promotional Offer is available on a “while stocks last” basis and the promotor cannot be held accountable once the stock of the promotional Offer or participating product has been depleted.
- 6.5 The promotional offer is only available in stores where the product is listed

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 participant's 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. Redemption of Offer:

The Participant will receive the offer in the selected store upon purchase.

9. General:

- 9.1 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 9.3 below.
- 9.2 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.
- 9.3 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/za 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.

- 9.4 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.
- 9.5 Information regarding the Promotion that is published on authorized advertising material will also form part of the terms and conditions of the Promotion.
- 9.6 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/offer/. The onus rests on the participant to constantly check the website for updates to the terms and conditions.
- 9.7 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.
- 9.8 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/. No liability shall lie against the Organizer in favor 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.
- 9.9 This Promotion is governed by these terms and conditions, as well as those of the relevant authorized participating stores, associated with this Promotion.
- 9.10 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 South Africa.
- 9.11 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.

9.12 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.

10. Consumer Protection Act:

10.1 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.

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