

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. These Terms and Conditions govern the redemption of your Samsung TV, Launch Offer and Samsung Signature Service Offering. Please refer to this website for the current Terms and Conditions for this Promotion: www.samsung.com/za/offer/. Please note that the offer is only while stocks last.

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

1. Promotion:

The Samsung 2020 QLED TV Limited Launch Offer (“Promotion”). The Organiser of the Promotion is Samsung Electronics South Africa (Proprietary) Limited, Registration number: 1994/003872/07 and/or its agencies (“**Organiser**”).

2. Promotion Period:

- 2.1. The Promotion will run from **Monday 7 September 2020 [00h01]** to **Wednesday 30 September 2020 [23.59]** whilst stocks last (“**the Promotion Period**”).
- 2.2. The duration of the Promotion may be extended or curtailed at the discretion of the Organizer.
- 2.3. Promotion is valid while stock lasts.

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. be currently residing in the Republic of South Africa at the date of the commencement of the Promotion Period;
 - 3.1.3. be a natural person and be at least 18 (eighteen) years old at the date of the commencement of the Promotion Period;

- 3.1.4. be in the possession of a valid identity document at the time of redemption of the Offer; and
- 3.1.5. have a valid South African TV license.

4. How to qualify for the Promotion:

4.1. The participant must during the Promotion Period:

- 4.1.1. be a participant in terms of clause 3.1 above; and
- 4.1.2. purchase any of the following participating Samsung 2020 Lifestyle televisions with the following TV model descriptions (“**Qualifying TV**”):

- 4.1.2.1. QA85Q950TSKXXA
- 4.1.2.2. QA75Q950TSKXXA
- 4.1.2.3. QA82Q800TAKXXA
- 4.1.2.4. QA65Q800TAKXXA
- 4.1.2.5. QA75Q95TAKXXA
- 4.1.2.6. QA65Q95TAKXXA

4.1.3. have purchased the Qualifying TVs from the following participating retail store in South Africa (“**Participating Retailers**”):

- 4.1.3.1. Samsung Brand Stores;
- 4.1.3.2. Makro,
- 4.1.3.3. Hirsch,
- 4.1.3.4. Takealot,
- 4.1.3.5. Sounds Great,
- 4.1.3.6. Stax,
- 4.1.3.7. The Digital Experience; and
- 4.1.3.8. New World
- 4.1.3.9. Audio Vision
- 4.1.3.10. Iser Expert Stores
- 4.1.3.11. Tafelburg Furnishers
- 4.1.3.12. Appliance World
- 4.1.3.13. Incredible Connection
- 4.1.3.14. Hi-Fi Corporation
- 4.1.3.15. Expert Kloppers

- 4.1.3.16. Rama's
- 4.1.3.17. Third Generation
- 4.1.3.18. Caldis Sound & Furniture 96 (Pty) Ltd
- 4.1.3.19. Direct Deals
- 4.1.3.20. Drommedaris Plettenberg Bay and Jeffreys Bay
- 4.1.3.21. Caldis Sound & Furniture 96 (Pty) Ltd
- 4.1.3.22. Govan Mani & Co (Pty) Ltd
- 4.1.3.23. Luckys Discount Centre
- 4.1.3.24. Masons BENONI
- 4.1.3.25. Multiroom Audio Video cc
- 4.1.3.26. P & G Cape Insurance Replacements; East Rand; Kzn
- 4.1.3.27. Paarl TV & Video Centre cc
- 4.1.3.28. Rendos Audio
- 4.1.3.29. Taj Radio & Tv
- 4.1.3.30. A & E Hyperworld
- 4.1.3.31. Appliance World
- 4.1.3.32. Save Hyper Online
- 4.1.3.33. Bergzicht Meubels (Pty) Ltd

4.2. All Participants must retain the proof of payment relating to the purchase of any of the Qualifying TVs.

4.3. All Participants must follow the redemption process set out in clause 7 below.

4.4. This Promotion only applies to Qualifying TV's purchased from the Participating Retailers set out in clause 4.1.3 above.

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

5.1. For each purchase of any of the Qualifying TVs made by the participant during the Promotion Period, the participant shall qualify once for the Offer.

5.2. Should there be any dispute in this regard, the Organiser shall be sole adjudicator of the dispute and the Organiser's decision shall be final.

6. Offer:

6.1. The participants who purchase any Qualifying TV from a Participating Retailer during the Promotion Period will receive the following (“Offer”), provided the required step by step verification and/ or redemption process set out in clause 7 has been complied with by the participant:

6.1.1. A Samsung Soundbar that corresponds with the Qualifying TV model number in the table below, and

6.1.2. The Samsung Signature Service, which is subject to the Samsung Signature Service Terms and Conditions as more fully described on website <https://www.samsung.com/za/support/warranty/> with an extended warranty that corresponds with the Qualifying TV model set out in the table below.

Qualifying Model		Limited Launch Offer		Signature Service	
Qualifying TV Model Number	Description	Soundbar Model Number:	Description	Offering	Total Warranty period
QA85Q950TSKXXA	Samsung QLED 8K 85 inch Q950T	HW-Q800T/XA	Samsung Q-Series Soundbar	+ 3 years warranty, free delivery and Signature installation	5 years
QA75Q950TSKXXA	Samsung QLED 8K 75 inch Q950T	HW-Q800T/XA	Samsung Q-Series Soundbar	+ 3 years warranty, free delivery and Signature installation	5 years
QA82Q800TAKXXA	Samsung QLED 8K 82 inch Q800T	HW-Q800T/XA	Samsung Q-Series Soundbar	+ 3 years warranty, free delivery and Signature installation	5 years
QA65Q800TAKXXA	Samsung QLED 8K 65 inch Q800T	HW-Q800T/XA	Samsung Q-Series Soundbar	+ 3 years warranty, free delivery and Signature installation	5 years
QA75Q95TAKXXA	Samsung QLED 4K 75 inch Q95T	HW-Q800T/XA	Samsung Q-Series Soundbar	+ 3 years warranty, free delivery and Signature installation	5 years
QA65Q95TAKXXA	Samsung QLED 4K 65 inch Q95T	HW-Q800T/XA	Samsung Q-Series Soundbar	+ 3 years warranty, free delivery and Signature installation	5 years

6.2 Please refer to the Samsung Signature Terms and Conditions, which are applicable to the Samsung Signature Service you may receive.

6.3 To the extent that these Terms and Conditions conflict with the terms and conditions of Samsung Signature Service, these Terms and Conditions will take precedence.

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

- 6.5 The Offer is provided on a first come first serve basis and while stocks last.
- 6.6 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 and absolute discretion to select same.

7. Redemption of Offer

- 7.1. In order to redeem the Offer following the purchase of the Qualifying TV from a Participating Retailer, the participants must follow the following steps:
- (a) **Step 1**: After successful completion of the purchase of the Qualifying TV, the participant must complete the Samsung Signature Service form, in-store in order to register for the Samsung Signature Service, which form is to be provided by the Participating Retailer.
 - (b) **Step 2**: The participant must submit the duly completed Samsung Signature Service form at the till point of the Participating Retailer.
 - (c) **Step 3**: The store of a Participating Retailer will submit the participant's completed form to the Organiser for validation.
 - (d) **Step 4**: Upon successful validation of the participant's entry, the Samsung Signature Service will be activated by the Organiser and the Organiser will contact the participant in order to arrange delivery and installation of the Qualifying TV and the Samsung Soundbar.
- 7.2. 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 7.3 below.
- 7.3. 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.
- 7.4. It is the participant's responsibility to ensure that any information provided to the Organizer is accurate, complete and up to date.
- 7.5. The participant will be required to provide the Organiser with a day time address to enable delivery of the promotional Offer.

8. Terms of Delivery:

- 8.1 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.
- 8.2 Installation and delivery of the Offer 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.
- 8.3 Should the participant fail to supply correct and valid delivery details upon redemption of the Offer, the Offer will be forfeited.
- 8.4 The participant must present a valid identity document at the time of delivery and installation.
- 8.5 Deliveries and installation will only be made within the borders of the Republic of South Africa.
- 8.6 Deliveries and installation 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. Delivery of the Offer may be delayed due to South African Government regulations imposed as a result of the Covid-19 pandemic.

9 Returns Policy

- 9.1 Any participant who returns their purchased Qualifying Device during the Promotion Period forfeits their Offer.
- 9.2 In the event that a participant returns and/or exchanges their purchased Qualifying TV and has already redeemed the Offer, the Organizer reserves the right to claim back the value of the Offer from the participant.

9. Limitation of Liability:

9.1 To the extent permitted by Consumer Protection Act and any other applicable law:

- 9.1.1 The participant(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.

9.1.2 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).

10. General:

- 10.1 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 10.3 below.
- 10.2 Participants acknowledge and accept that the Organizer shall utilise a third party (the "Organizer's authorized agent/s") to contact the participant 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.
- 10.3 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.
- 10.4 Information regarding the Promotion that is published on authorized advertising material will also form part of the terms and conditions of the Promotion.
- 10.5 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 <http://www.samsung.com/za/offer/>. The onus rests on the participant to constantly check the website for updates to the terms and conditions.
- 10.6 The Organizers reserve 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.
- 10.7 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.

- 10.8 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 <http://www.samsung.com/za/offer> . 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.
- 10.9 This Promotion is governed by these terms and conditions, as well as those of the relevant authorized participating stores, associated with this Promotion.
- 10.10 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.
- 10.11 The Organizer reserves the right to withhold the value adds until it is entirely satisfied that the claimant of thereof is the bona fide eligible participant, and reserves the right to call for such proof as it may deem necessary.
- 10.12 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 promotional offer owing to, but not limited to, stock unavailability, strike, lock out, destruction of the Samsung Soundbar and/or Qualifying TV 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.
- 10.13 If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
- 10.13.1 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;
- 10.13.2 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, 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.