

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 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 QLED 8K (“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 10 February 2020 [00h00] to Saturday 29 February 2020 [23.59] (“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; and
- 3.1.4. be in possession of a valid South African TV license for redemption of the offer.

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 televisions with the following TV model descriptions (“**Qualifying TV**”) from participating stores:

Product	Product Description
QA65Q900RBKXXA	Samsung 65 inch QLED Q900R
QA75Q900RBKXXA	Samsung 75 inch QLED Q900R
QA82Q900RBKXXA	Samsung 82 inch QLED Q900R
QA98Q900RBKXXA	Samsung 98 inch QLED Q900R

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

- 4.2.1. Third Generation; Caldis Sound & Furniture 96 (Pty) Ltd; Direct Deals; Drommedaris Plettenberg Bay / Herholdts Indecor (Pty) Ltd; Drommedaris Jeffreys Bay / Herhold Indecor (Pty) Ltd; Giovision; Govan Mani & Co (Pty) Ltd; Luckys Discount Centre; Masons BENONI; Multiroom Audio Video cc; P & G Cape Insurance Replacements; P & G East Rand; P & G KZN t/a P & G Digital Zone; Paarl TV & Video Centre cc; Ramas; Rendos Audio; Taj Radio & Tv; Expert Kloppers; Expert Munros; Expert Tiekam’s; Expert Artic Electric; Expert Mo Pro Sound and Appliances; Expert Bawa’s; Tafelberg Furnishers Expert; Expert New World; Expert MHC Megastore; Expert Diamond Corner; Expert BMC Appliances; Stax; Expert Simplex Radio; Expert Jaysons; Expert Sollys; Expert Esaaks Sound; Expert Ismails Furnitures; A & E Hyperworld; Expert Ganis; Expert CLR Electrical; Expert

Kloppers; Appliance World Expert; Appliance World; Save Hyper Online;
Bergzicht Meubels (Pty) Ltd.

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

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

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. A participant who purchase any Qualifying TV during the Promotion Period will receive the following ("Offer"):

6.1.1. A free Samsung TV that corresponds with the Qualifying TV model set out in the table below.

Product	Product Description	Free Samsung TV
QA65Q900RBKXXA	Samsung 65 inch QLED Q900R	UA49RU7100KXXA Samsung 49 inch UHD TV RU7100
QA75Q900RBKXXA	Samsung 75 inch QLED Q900R	QA55Q70RAKXXA Samsung 55 inch QLED Q70R
QA82Q900RBKXXA	Samsung 82 inch QLED Q900R	QA65Q70RAKXXA Samsung 65 inch QLED Q70R
QA98Q900RBKXXA	Samsung 98 inch QLED Q900R	QA75Q80RAKXXA Samsung 75 inch QLED Q80R

7. Redemption of Offer

- 7.1. In order to redeem the 'Free Samsung TV' following the purchase of the Qualifying TV, the participants must follow the following steps:
- 7.2. After purchase, receive the free Samsung TV from the store.
- 7.3. If the store is out of stock of the 'Free Samsung TV', the store that you purchase from will contact you within 7 to 14 business days to redeem your 'Free Samsung TV'

8. Limitation of Liability:

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

- 8.1.1 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.
- 8.1.2 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).

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 to arrange delivery of the promotional offer. In order to affect the contacting and delivery process, the Organizer's shall provide the participant's information to such third party.
- 9.3 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.

- 9.4 Information regarding the Promotion that is published on authorized advertising material will also form part of the terms and conditions of the Promotion.
- 9.5 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.
- 9.6 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.
- 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 <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.
- 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 Organiser 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.

- 9.12 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 Gift Card 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.
- 9.13 If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:

9.13.1 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;

9.13.2 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.

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, 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.