

PROMOTION TERMS & CONDITIONS THE SAMSUNG BUY AND GET 2022 PROMOTION

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 Buy and Get 2022 Promotion ("Promotion").

- 1.1. The Organiser of the Promotion is Samsung Electronics South Africa (Proprietary) Limited, Registration number: 1994/003872/07 and/or its agencies ("Organiser").
- 1.2. Incentiv, a division of MMS Communications South Africa (Pty) Ltd with registration number: 1976/0107/07 ("Incentiv"), has been appointed as an agent of Samsung Electronics South Africa (Proprietary) Limited for the distribution and management of the Buy and Get promotion. Please read the Privacy policy with application to the Protection of Personal of Information Act 4 of 2013 by accessing this link: <https://www.incentivprivacypolicy.co.za/>.

Please note that by accepting the terms of this agreement, it would constitute an express consent to process your personal information for the purposes of this Promotion in line with the provisions of the Protection of Personal Information Act 4 of 2013 (as amended).

2. Promotion Period:

- 2.1. The Promotion will run from **Friday 21 October 2022 [00h01]** until **Monday 09 January 2023 [23h59]** ("the Promotion Period"), in South Africa. The purchase of the Qualifying Products must have taken place within the relevant Promotional Period.
- 2.2. The participant will have until **Monday 30 January 2023 [23h59]** to register for the Offer via the WhatsApp number **+27 87 240 7081**.
- 2.3. The duration of the Promotion may be extended or curtailed at the discretion of the Organiser.
- 2.4. Promotion is valid while stock lasts and delivery of the Qualifying Products must be received by the participant by **Monday 30 January 2023 [23h59]**.

3. Who may enter:

- 3.1. the participant must:
 - 3.1.1. be citizens of the Republic of South Africa and/or legal residents of the aforesaid country;
 - 3.1.2. be currently residing in the Republic of South Africa;

- 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 a natural person and not a juristic entity, which juristic entity includes, but is not limited to a Business to Business [B2B] partner, cross border partner or retail partner and
 - 3.1.5. purchase in the participant's own name any of the products listed in the table at clause 6.1 below ("the Qualifying Products") through a participating retailer in South Africa during the Promotion Period.
- 3.2. Misrepresentation of participants or by in-store sales representatives will result in the disqualification of the participant's claim in the Promotion and possible legal action.
- 3.3. Participation in this promotion does include the Organiser, 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, **if they personally purchase a Qualifying Product for their own personal use**. Proof of purchase will be verified at the Promoter's discretion.

4. How to qualify for the Promotion:

- 4.1. The participant must:
 - 4.1.1. Be a participant in terms of clause 3 above; and
 - 4.1.2. Purchase a Qualifying Product from Participating Retailers during the Promotion Period.
- 4.2. Be in the possession of a valid proof of purchase with verifiable details such as the serial/model number, proof the Qualifying Product was purchased from a Participating Retailer and in other cases, the name of the purchaser.
- 4.3. Proof of purchase will be verified at the Organizer's sole discretion.
- 4.4. Errors and omissions 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.
- 4.5. It is the participant's responsibility to ensure that any information which you provide to the Organizer is accurate, complete, and up to date.

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

- 5.1. The participant shall qualify for the Offer once for each purchase of the Qualifying Product.
- 5.2. The participant must provide a single entry per Qualifying Product purchased.
- 5.3. 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 Promotion will afford the participant an opportunity to redeem a reward under Blue, Silver or Gold tier depending on the Qualifying Product purchased, as set out in the table below ("Offer"):

PRODUCT CATEGORY	PRODUCT TYPE	REWARD TIER	MODEL NUMBER
HOME APPLIANCES			
AirDresser	24" Mirror Finish AirDresser with Steam Function	GOLD: R10,000	DF10A9500CG/FA
Refrigerator	713L Bespoke Four Door Customisable Design	GOLD: R10,000	RF71A967535/FA
Refrigerator	630L Bespoke French Door	GOLD: R10,000	RF29BB8600MT/FA
Dryer	Big Capacity 16Kg front load Dryer	SILVER: R6,000	DV16T8740BV/FA
Washer	27kg top loader	SILVER: R6,000	WA27B8375GV/FA
Washer	16kg front loader with eco bubble	SILVER: R6,000	WF16T6500GV/FA
Refrigerator	315L 1 door Bespoke freezer refridgerator [lavendar]	SILVER: R6,000	RR39T746338/FA
Refrigerator	617L side by side refrigerator, plumbed water and ice dispenser	SILVER: R6,000	RS65R5411M9/FA
Refrigerator	602L side by side refrigerator	SILVER: R6,000	RS65R5691B4/FA
Refrigerator	617L side by side refrigerator, non-plumbed [gray]	SILVER: R6,000	RS64R53112A/FA
Refrigerator	617L side by side refrigerator, non-plumbed [gentle black]	SILVER: R6,000	RS64R5311B4/FA
Refrigerator	617L side by side refrigerator, non-plumbed [silver]	SILVER: R6,000	RS64R5311M9/FA
Refrigerator	647L side by side refrigerator	SILVER: R6,000	RS62R5011M9/FA
Refrigerator	315L 1 door Bespoke freezer refridgerator [choose any colour panel]	SILVER: R6,000	RR39T7463AP/FA
Refrigerator	618L top freezer [silver]	SILVER: R6,000	RT62K7110SL/FA
Refrigerator	315L 1 door Bespoke freezer refridgerator [choose any colour panel]	SILVER: R6,000	RZ32R744535/FA
Refrigerator	315L 1 door Bespoke freezer refridgerator [white]	SILVER: R6,000	RZ32R7445AP/FA
Refrigerator	315L 1 door Bespoke freezer refridgerator [choose any colour panel]	SILVER: R6,000	RZ32T743548/FA
Refrigerator	315L 1 door Bespoke freezer refridgerator [sky blue]	SILVER: R6,000	RZ32T7435AP/FA
Refrigerator	315L 1 door refrigerator [silver]	BLUE: R3,000	RZ32M71107F/FA
Refrigerator	432L bottom freezer	BLUE: R3,000	RL4363SBAB1/FA
Refrigerator	385L 1 door refrigerator [silver]	BLUE: R3,000	RR39M71407F/FA
Refrigerator	499L top freezer [silver]	BLUE: R3,000	RT50K6531SL/FA

Refrigerator	470L french door refrigerator [black]	BLUE: R3,000	RF49A5202B1/FA
Refrigerator	470L french door refrigerator [silver]	BLUE: R3,000	RF49A5202SL/FA
Dryer	8kg diamond drum dryer	BLUE: R3,000	DV80H4000CS/FA
Dryer	8kg Heat Pump Tumble Dryer	BLUE: R3,000	DV80TA020AN/FA
Dryer	9kg Heat Pump Tumble Dryer DV600	BLUE: R3,000	DV90K6000CX/FA
Washing Machine	12kg Eco Bubble Front Loader	BLUE: R3,000	WW12TP84DSX/FA
Washing Machine	9kg Eco Bubble Front Loader	BLUE: R3,000	WW90T554DAN/FA
Washing Machine	8kg Eco Bubble Front Loader	BLUE: R3,000	WW80TA046AX/FA
Washing Machine	7kg Eco Bubble Front Loader	BLUE: R3,000	WW70T4040CX/FA
Dryer	9kg Heat Pump Tumble Dryer	BLUE: R3,000	DV90T5240AN/FA
Washing Machine	9kg Washer Dryer Combo	BLUE: R3,000	WD90T654DBN/FA
Washing Machine	7kg Washer Dryer Combo	BLUE: R3,000	WD70TA046BX/FA
Washing Machine	24kg Top Loader	BLUE: R3,000	WA24A8370GV/FA
Washing Machine	21kg Top Loader	BLUE: R3,000	WA21A8370GV/FA
Dishwasher	14 Place Dishwasher [silver]	BLUE: R3,000	DW60M5070FS/FA
Dishwasher	14 Place Dishwasher [black]	BLUE: R3,000	DW60M5070FG/FA

6.2. There are 3 (THREE) Reward Tiers which are based on the type of Qualifying Product purchased and 4 (FOUR) rewards for each tier which the participant can choose one from.

The Reward Tiers are as follows:

6.2.1. **Gold** which has a value of R10 000 (Ten Thousand Rand) and allows the participant to choose a reward from any of the following partners – FlySafair, African Pride by Marriott® Bonus Break, Uber®/ Uber Eats and Dischem.

6.2.2. **Silver** which has a value of R6 000 (Six Thousand Rand) and allows the participant to choose a reward from any of the following partners – FlySafair, Protea Hotel Fire & Ice! by Marriott® Bonus Break, Uber®/ Uber Eats and Dischem.

6.2.3. **Blue** which has a value of R3 000 (Three Thousand Rand) and allows the participant to choose a reward from any of the following partners – FlySafair, Protea Hotel by Marriott® Bonus Break, Uber®/ Uber Eats and Dischem.

6.2.4. All purchases must be made through the below authorised participating retailers in South Africa during the Promotion Period:

<u>AUTHORIZED PARTICIPATING RETAILERS</u>
Absolute Chilled
AC Direct
Digital Experience
Expert Stores

Game
Hi Fi Corporation
Hirsch's
Kloppers
Makro
Metro Home Centre
Other
Pick n Pay Hyper
Samsung
Samsung E Store
Save Hyper
Tafelberg
Takealot
Incredible Connection
Simplex Radio
Stax

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

7. Reward Registration and Redemption:

7.1. To redeem the reward as per the table above in clause 6.1 (“the Reward”), the participant must do the following:

Step 1: WhatsApp Entry Registration:

- Upon purchase of a Qualifying Product within the Promotional Period, the participant will receive a proof of purchase from the participating retailer and will be required to save the dedicated Promotion **WhatsApp number +27 87 240 7081** as a contact on their device or alternatively scan the QR code featured on the in-store marketing material
- Upon sending an initial “Hi” message via the dedicated WhatsApp number, the participant will follow the prompted WhatsApp messages to complete the entry process via WhatsApp. Information required includes product model code, name and surname, ID number/ passport number, clear copy of ID, email address, purchase date of Qualifying Product, store name where the Qualifying Product was purchased, clear image of the proof of purchase and a clear image of the serial number on product (not on the box).
- Once the participant has successfully completed their submission, the verification period will take up to **7 (seven) working days** from the date of the WhatsApp submission. If the contents of the participant’s WhatsApp submission have been received and found incorrect/ incomplete for whatever reason, the participant will not receive their Offer. The responsibility to provide the correct information rests with the participant. This WhatsApp submission process must be received by no later than **Monday 30 January 2023 [23h59]**, per clause 2.2.

Step 2: Reward Registration Pin Code:

- Once the participant has completed the WhatsApp submission process, the contents of their submission will be evaluated and if all the content is correct, their submission will be verified and the participant will be sent a pin code (“**Reward Registration Pin Code**”) via SMS with a **Concierge Service contact telephone number to call when ready to select the corresponding Reward as per the table under clause 6.1.**
- Any participant who has unsubscribed from receiving marketing SMSs will not receive the SMS and it is the participant’s responsibility to notify the Organiser. **The Organiser cannot be held responsible for SMSs not received by participants.**

Step 3: Reward Redemption Digital Form:

- When the participant calls the Concierge Service, they will be asked to quote their Reward Registration Pin Code which they received via SMS. A form (“**Reward Redemption Digital Form**”) weblink will be emailed to the participant for them to complete, confirming their chosen Reward.
- Once the Reward Redemption Digital Form has been received, the participant will receive a voucher (“Reward Voucher”) via SMS within **10 (ten) working days**. Should the participant not receive the Reward Voucher via SMS within **10 (ten) working days**, the participant must contact the Concierge Service.
- The participant has **1 [one] year** from the date the **Reward Registration Pin Code is issued via SMS, to contact the Concierge Service and select their chosen Reward or the Reward will be forfeited.** The completed Reward Redemption Digital Form must be received within this period in order to redeem the Reward.

Step 4: Reward Voucher Redemption:

- The participant will be required to visit the service provider’s **[FlySafair, or Protea Hotel by Marriott®]** dedicated booking websites as stated on the Reward Voucher SMS for FlySafair and Protea Hotel by Marriott® Rewards. Redemption of Dis-Chem and Uber®/Uber Eats Rewards will be via the dedicated web address “Reward Redemption Platform” as stated in the Reward Voucher SMS.
- The participant will be required to book their Reward **4 [four] weeks in advance** for the FlySafair and Protea Hotel by Marriott® Rewards. A copy of the participant’s ID document may need to be submitted when making their booking
- For Dis-Chem and Uber®/Uber Eats, the participant will be credited with a specific value voucher allocation every **3 [three] months** (“Quarterly Voucher Allocation”), the value of which will be relative to the value of their tier, for a period of **12 [twelve] months** from the date their “Reward Voucher” is issued via SMS as per the table below:

Quarterly Pulls	Q1	Q2	Q3	Q4	Total
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Gold	R 2 500,00	R 2 500,00	R 2 500,00	R 2 500,00	R 10 000,00
Silver	R 1 500,00	R 1 500,00	R 1 500,00	R 1 500,00	R 6 000,00
Blue	R 750,00	R 750,00	R 750,00	R 750,00	R 3 000,00

- All FlySafair and Protea Hotel by Marriott® travel, must be completed by **31 July 2024**, failing which the Reward will be forfeited and the participant shall not have any claim against the Organiser as a result thereof. All bookings for FlySafair and Protea Hotel by Marriott® Rewards must be received by **31 March 2024 at the latest**.
- For the Dis-Chem and Uber®/Uber Eats Rewards, the participant will be allocated Rand denominated vouchers (Quarterly Voucher Allocation) every **3 [three] months** as per the table above for a period of **12 [twelve] months**, depending on the participant's Qualifying Rewards Tier. The participant will be required to log into the Reward Redemption Platform with the unique code found in the Reward Voucher SMS every quarter, to redeem the quarterly voucher allocation. At this point the participant will be able to pull vouchers in different denominations as set out in the reward terms of the above "Quarterly Pulls" table, up to their maximum Quarterly Voucher Allocation. On the first day of the first, fourth, seventh and tenth month for a period of **12 [twelve] months**, a new Quarterly Voucher Allocation will be activated for the participant to redeem. **Any vouchers not redeemed in the previous quarter will be forfeited.**
- This Reward is provided at the sole discretion of the Organisers. Every time a participant purchases a Qualifying Product during the Promotional Period as per clause 6.1, they are entitled to redeem the corresponding Reward once they have followed the entry instructions as listed in clause 7. The Organisers accept no responsibility should point of sale communication materials be placed on the incorrect or non-qualifying products or any other communication materials concerning this promotion. All Rewards are based exclusively on clause 6.1 above, per Qualifying Product.
- The Reward is not transferable and may not be substituted or exchanged for cash or anything else. In no way can this Reward be deducted off the qualifying product purchase price in any participating retailer.
- Only the purchaser of the product, will be allowed to register for the Reward and redeem the Reward. The Reward cannot be transferred to anyone other than the purchaser of the product. Participants will not be allowed to choose more than one Reward per voucher and Rewards are not interchangeable. Once a Reward has been chosen via the Reward Redemption Digital Form the participant will not be able to swop out or change their Reward choice.
- The participant will hold harmless, the Organizer and all related agencies for damages suffered as a result of non-performance on the part of the participating retailers.
In the event of non-performance by the participating retailers, the participant will have a claim against the participating retailers only.

8. The Protea Hotel by Marriott® Reward:

8.1. The Protea Hotel by Marriott® Reward entitles the participant plus 1 [One] guest to a complimentary “BONUS BREAK” two-night stay at any participating **Protea Hotels by Marriott® [Blue Reward], Protea Hotel Fire & Ice! by Marriott® [Silver Reward] or African Pride by Marriott® [Gold Reward Tier]** depending on the Tier Offer. Bookings may only be made on the “**BONUS BREAK**” package and no other class of accommodation. This “BONUS BREAK” two-night stay has the following conditions:

- 8.1.1. Accommodation **for 2 [two] people for 2 [two] nights** in a standard room only.
- 8.1.2. **The Reward excludes the following: Laundry charges, landline calls made from the hotel room, mini bar charges, transport to and from the participant’s home and the hotel, in house movies, entertainment, travel insurance, travel, spending money, all meals and alcohol and any other incrementals. These costs will be for the participant’s own expense. All costs incurred during the stay will be charged to the participant when they check-out, excluding costs covered by the Organiser.**
- 8.1.3. No upgrades will be allowed.
- 8.1.4. Bookings are subject to availability at time of booking.
- 8.1.5. Only **1 [one]** voucher may be used per booking.
- 8.1.6. Only **1 [one]** booking per voucher is allowed. All bookings must be made **4 [four] weeks prior to the check-in date.**
- 8.1.7. All travel must be **completed by 31 July 2024**, failing which the Reward will be forfeited and the participant shall not have any claim against the Organiser as a result thereof. **All bookings must be received by 31 March 2024 at the latest.**
- 8.1.8. One of the guests staying must be the person who purchased the Samsung product and the Reward cannot be transferred or exchanged for cash.
- 8.1.9. Two nights must be taken consecutively at the same hotel.
- 8.1.10. The booking confirmation must be presented at the hotel on arrival for check in. The Organiser and its agents cannot accept any liability for any failure to present proof of confirmation at check in by the participant, which may result in refusal to accept the reservation.
- 8.1.11. Cancellations or changes after confirmation of booking will not be permitted.
- 8.1.12. Bookings may only be made on the “BONUS BREAK” package and no other class of accommodation.

8.2. The Protea Hotel by Marriott® Reward is based on availability of the pre-negotiated “BONUS BREAK” packages at the respective hotels concerned. The participant can only book on a “BONUS BREAK” package. Publicly advertised availability does not recognize or refer to these pre-negotiated packages and is therefore not applicable to this promotion. Prices and packages given by the hotel or displayed in the press or any other website, may differ to those provided on the Reward.

- 8.3 The participant must complete the Reward Redemption Digital Form as a pre-requisite for the Reward to be claimed. **Forms that are not submitted within 1 [one] year of the Reward Registration Pin Code being issued will not be considered and the Reward will be forfeited.**
- 8.4 A Protea Hotel by Marriott® voucher code will be allocated to the participant via SMS. [Any participant who has unsubscribed from receiving marketing SMSs will not receive the SMS and it is the participant's responsibility to notify the Organiser by calling **+27 87 057 4542**. The Organiser cannot be held responsible for SMSs not received by participants.
- 8.5 Once the Protea Hotel by Marriott® voucher has been received by the participant, they will be required to book their accommodation online via the dedicated **Samsung Protea Hotel by Marriott® website www.proteavouchers.com** **This is the only platform on which bookings for this promotion can be made.** No direct contact, telephonic, email or otherwise with individual hotels, other websites or head office is permitted. The participant will only be able to book at the hotels available on this website on available dates. The web address will be provided to the participant when they have received their Reward voucher via SMS.
- 8.6 On check in, the participant will need to provide their ID number, surname or voucher code as proof of booking.
- 8.7 The Protea Hotel by Marriott® BONUS BREAK packages are subject to Protea Hotel by Marriott's® regular terms and conditions, which are subject to change, unless otherwise specified in this section.

9 FlySafair Reward

- 9.1. The FlySafair Reward entitles the participant to a **R3000 (Three Thousand Rand) FlySafair voucher [Blue Reward Tier], R6000 (Six Thousand Rand) FlySafair voucher [Silver Reward Tier] or R10000 (Ten Thousand Rand) FlySafair voucher [Gold Reward Tier]**, depending on the respective Tier, with the following conditions:
- 9.1.1. Bookings are for local destinations within South Africa only.
- 9.1.2. One of the guests travelling must be the person who purchased the Samsung product and the Reward cannot be transferred or exchanged for cash.
- 9.1.3. Cancellations or changes after confirmation of booking will result in a R300 (Three Hundred Rand) per person per flight fee which will be at the participant's own expense.
- 9.1.4. The participant must complete the Reward Redemption Digital Form as a pre-requisite for the Reward to be claimed. **Forms that are not submitted within 1 [one] year of the Reward Registration Pin Code being issued will not be considered and the Reward will be forfeited.**
- 9.1.5. A FlySafair voucher code will be allocated to the participant via SMS. [Any participant who has unsubscribed from receiving marketing SMSs will not receive the SMS and it is the participant's responsibility to notify the Organiser on **+27 87 057 4542**. The Organiser cannot be held responsible for SMSs not received by participants.
- 9.1.6. All bookings must be made 4 [four] weeks prior to the departure date. No bookings under four weeks in advance will be allowed.

- 9.1.7. All travel must be **completed by 31 July 2024**, failing which the Reward will be forfeited and the participant shall not have any claim against the Organiser as a result thereof. **All bookings must be received by 31 March 2024 at the latest.**
- 9.1.8. In the case of flights when using 1 [one] voucher to book for more than 1 [one] person, all flights must be taken simultaneously, with all passengers, flying to the same destination, on the same flight. Flights cannot be split across multiple flight routes, dates or people.
- 9.1.9. Bookings are subject to limited availability. In the event that dates requested are not available, the participant will be required to provide alternative dates.
- 9.1.10. This Reward operates on an e-ticket system and presentation of an ID document will be required when checking in.
- 9.1.11. Any additional charges over and above the value of the participant's voucher, or arising from additional passengers will be for the participant's own account.
- 9.1.12. Should the full value of the voucher not be used for the booking, the participant will forfeit the remaining value of the voucher.
- 9.1.13. The Organiser and its agencies cannot be held liable for any changes to flight schedules, routes and destinations or loss of baggage.
- 9.1.14. FlySafair vouchers codes cannot be used in conjunction with any other promotional offer.
- 9.1.15. All bookings are subject to FlySafair's full terms and conditions, available at <https://www.flysafair.co.za/about-us/legal-ts-cs>.

10 The Uber®/Uber Eats Reward

- 10.1 The Uber®/Uber Eats Reward entitles the participant to an Uber®/Uber Eats voucher up to the maximum value of **R3 000 (Three Thousand Rand) [Blue Reward Tier], R6 000 (Six Thousand Rand) [Silver Reward Tier] or R10 000 (Ten Thousand Rand) [Gold Reward Tier]**, per respective Tier.
- 10.2 These Rewards are subject to the following conditions:
- 10.2.1 The participant will be provided a Uber®/Uber Eats voucher allocation every **3 [three] months** (Quarterly Voucher Allocation), the value of which will be relative to the value of their tier, for a period of 12 (twelve) months from the date the Reward Voucher is issued via SMS as per the table in clause 7.1.
- 10.2.2 Uber®/Uber Eats Vouchers will be shared in denominations of R250 (Two Hundred and Fifty Rand) and R500 (Five Hundred Rand) up to their maximum Quarterly Voucher Allocation.
- 10.2.3 The participant will be required to redeem their Uber®/Uber Eats voucher via the Reward Redemption Platform which will be provided to the participant when they received their Reward Voucher via SMS.

- 10.2.4 Once the participant has redeemed their Quarterly Voucher Allocation by selecting each voucher to be dispensed, the Uber®/Uber Eats voucher is valid for **6 (six) months** from the date of issue.
- 10.2.5 In an instance whereby a participant has multiple Uber®/Uber vouchers and receives an invalid message upon use on app, please contact **+27 87 057 4542** for further assistance.
- 10.2.6 The Uber®/Uber Eats voucher code may only be redeemed via the Uber® or Uber Eats app.
- 10.2.7 The Uber®/Uber Eats voucher code cannot be redeemed for cash, refunded, or returned, except as required by law
- 10.2.8 Value from this voucher code cannot be used: with Family profiles; to purchase other voucher codes or gift cards, outside South Africa, or in cities where Uber® or Uber Eats is not available.
- 10.2.9 No cash balance will be given as change.
- 10.2.10 Misuse of the Uber®/Uber Eats voucher code may constitute fraud
- 10.2.11 The voucher value will remain until the balance is either depleted or the expiry date is reached, whichever occurs first.
- 10.2.12 The Uber®/Uber Eats voucher cannot be replaced if lost or stolen.
- 10.2.13 In certain cases, we may limit or decline to honour the voucher code value if you are unable to present satisfactory proof of your identity upon our request.
- 10.2.14 Should the Uber®/Uber Eats order be more than the value of the individual Uber/Uber Eats voucher, the participant will be required to pay in the difference of the cost.
- 10.2.15 The participant may be required to add a secondary payment method to use the voucher code value with Uber®/Uber Eats apps.
- 10.2.16 The participant will be required to download the Uber®/Uber Eats app to use their vouchers.
- 10.2.17 The Organizer is not responsible for lost or stolen voucher codes, or unauthorized use.
- 10.2.18 All Uber®/Uber Eats orders need to be booked via the Uber®/Uber Eats app.
- 10.2.19 Uber®/Uber Eats vouchers are subject to Uber's regular Terms and Conditions, which are subject to change, unless otherwise specified in this section.
- 10.2.20 Any assistance on your Uber®/Uber order can be requested via the in-app support system.

11. The Dis-Chem Reward

- 11.1 The Dis-Chem Reward entitles the participant to Dis-Chem vouchers up to the maximum value of **R3 000 (Three Thousand Rand) [Blue Reward Tier], R6 000 (Six Thousand Rand) [Silver Reward Tier] or R10 000 (Ten Thousand Rand) [Gold Reward Tier]** per respective Tier.

11.2 This Reward is subject to the following conditions:

- 11.2.1 The participant will be credited with a Dis-Chem voucher allocation every **3 [three] months** (Quarterly Voucher Allocation), the value of which will be relative to the value of their tier, for a period of **12 [twelve] months** as per the clause 7.1.
- 11.2.2 Dis-Chem vouchers will be shared in denominations of **R250 (Two Hundred and Fifty Rand)** and **R500 (Five Hundred Rand)** up to their maximum Quarterly Voucher Allocation.
- 11.2.3 Once the participant has redeemed their Quarterly Voucher Allocation by selecting each voucher to be dispensed, the Dis-Chem voucher is valid for **6 [six] months** from the date of issue.
- 11.2.4 **Multiple Dis-Chem vouchers can be used against one purchase upon check-out in store. Online purchases have a limit of 5 [five] Dis-Chem vouchers which can be applied to a single online order.**
- 11.2.5 Dis-Chem vouchers cannot not be exchanged for cash nor will cash be given as change.
- 11.2.6 Should the purchase value be lower than the Dis-Chem voucher value, no change will be issued, nor can the remaining value be redeemed on another transaction, nor at another time. The Dis-Chem voucher value must be redeemed in full as per the terms and conditions of the issuer.
- 11.2.7 Dis-Chem Benefit points will not be awarded upon redemption of a Dis-Chem voucher.
- 11.2.8 A Dis-Chem voucher cannot be used to purchase a Dis-Chem plastic Gift card.
- 11.2.9 Dis-Chem vouchers and the campaign thereof cannot be exchanged or refunded.

12. Reward Tier additional terms:

- 12.1. Any fraudulent behavior will result in an immediate cancellation of issued Rewards. The Organisers reserve any rights in law to pursue appropriate compensation and / or institute criminal proceedings. The Organisers accept no responsibility for incomplete, lost, misdirected, illegible, late, or altered registrations. Registrations that do not comply with these Terms and Conditions will be disqualified. The Organisers reserve the right to investigate any participant's actions regarding any aspect of the Rewards and the redemption thereof.
- 12.2. Any participant who returns a product purchased during the promotional period forfeits their Reward accordingly. Regarding the Promotion returns policy, where participants purchase qualifying products and return these products to the participating retailer, the following rules will apply:
 - 12.2.1. A participant returns or exchanges their purchase for any reason whatsoever with the participating retailer after the entry process of the Reward, the participant must call the

Organiser on **+2787 057 4542** to cancel their entry and acknowledge that they are no longer able to claim the Reward corresponding to the product model code returned;

- 12.2.2. If the participant has already redeemed the Reward and then returns or exchanges their purchase, the Organisers reserve the right to claim back the value of the Reward from the participant.

13. Limitation of Liability:

- 13.1. To the extent permitted by the Consumer Protection Act 68 of 2005 and any other applicable law:

13.1.1. The participant hereby indemnifies the Organiser 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.

13.1.2. The Organiser 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).

- 13.2. The Organiser will make every reasonable effort to maintain and/monitor the Promotion. However, to the extent permitted by Consumer Protection Act and other applicable law:

(a) you agree that the Organizer will not be liable or responsible for, and

(b) you hereby release the Organizer and its respective agents, affiliates, assigns, directors, officers, subsidiaries, holding companies, service providers, suppliers, employees or representatives from, and hereby indemnify each of us against all claims in respect of:

any loss, liability or damage of whatsoever nature arising from or suffered in connection with this Promotion, by you or any other person, for whatever reason, including as a result of technical failures affecting the participation and prize or Offer redemption, incorrect winner announcements, error, mistakes, omission, interruption, defects, deletion, delay in operation or transmission, viruses, communication line or telephone, mobile or satellite network failure, technical problems or traffic congestion on the internet or website, software failure whether resulting or not from any force majeure or from theft, destruction or unauthorized access to our systems.

The sub-paragraph above has important legal consequences for you. It limits our risk and liability, and you undertake to hold us harmless in the event that you have any claim to us. If for any reason we make a mistake, there is a technical error, or any circumstances listed above arise, you will not be able to pursue any action or claim against us for any loss or damage suffered. You also indemnify us for any claims which may be made by third parties.

14. General

- 14.1. Information regarding the Promotion that is published on authorized advertising material will also form part of the terms and conditions of the Promotion.
- 14.2. The Organiser'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 Organiser'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.
- 14.3. 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 Organiser, including but not limited to technical difficulties, unauthorized intervention or fraud, the Organiser 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.
- 14.4. Save as permitted by Law, the Organiser 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 Organiser's web www.samsung.com/za/offer. No liability shall lie against the Organiser in favour of any participant and/ or third party arising from such cancellation, suspension or termination. Therefore, the participant waives his/her right which they may have against the Organiser and hereby acknowledge that they will have no right of recourse or claim of any nature whatsoever against the Organiser.
- 14.5. This Promotion is governed by these terms and conditions, as well as those of the relevant authorized participating stores, associated with this Promotion.
- 14.6. 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.
- 14.7. The Organiser 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 Reward owing to, but not limited to, stock unavailability, strike, lock out, 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.
- 14.8. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
- 14.9. 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;
- 14.10. 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.

15. Consumer Protection Act:

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.