

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: <http://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:

- 1.1 **Samsung Bespoke Bundle Offer (“Promotion”).**
- 1.2 The promoter of the Promotion is Samsung Electronics South Africa (Proprietary) Limited, Registration number: 1994/003872/07 and/or its agencies (“Organizer”).
- 1.3 **“Qualifying Product”** means items listed as such in clause 6.1 below.

2. Promotion Period:

- 2.1 The Promotion will run from **9 May 2022 [00:00] to 3 July 2022 [23:59]** on the selected Qualifying Products (“Promotion Period”).
- 2.2 The participant will have from **9 May 2022 (00h00) to 3 August 2022 (23h59)** to redeem the Offer (“Redemption Period”).
- 2.3 The duration of the Promotion may be amended, extended or curtailed at the discretion of the Organizer.
- 2.4 Promotion is valid while stocks last.

3. Who may enter:

- 3.1 All participants must:
 - 3.1.1 be citizens of the Republic of South Africa and/or a legal residents of the aforesaid country;
 - 3.1.2 must be currently residing in the Republic of South Africa at the date of the commencement of the Promotion Period;
 - 3.1.3 must 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 Purchase a Qualifying Product as set out in the table under clause 6.1. below.
- 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 includes 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 competition and their spouses, life partners, parents, children, siblings, business partners or associates.

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 a Participating Retailers (for a full list of the selected authorized participating retailer, please visit <http://www.samsung.com/za/offer>) 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 the Samsung Online Store and in other cases, the name of the purchaser.

4.3. Proof of purchase will be verified at the Promoter'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. 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 an opportunity to receive the Qualifying Product at the discounted price as set out below. When purchasing certain Qualifying Products, the participant will also receive a complimentary gift as set out below ("**Offer**").

	Category	Model	Retail Price	Offer
Free Bundle	REFRIGERATOR Bespoke 4 door	RF71A967535/FA	79,999	Receive FREE Samsung Jet90 Vacuum VS20R9046T3/FA + Signature Service
Free Bundle	REFRIGERATOR Bespoke 1 door; Bottom mount freezer models	RB33T307329/FA	20,999	Receive FREE Samsung Jet70 Vacuum VS15T7036R5/FA + Signature Service
		RB33T307358/FA	20,999	
		RR39T746338/FA	19,999	
		RZ32R744535/FA	21,999	
		RZ32T743548/FA	22,999	

**Price may differ dependent on retailer*

Signature service terms: <https://www.samsung.com/za/support/signature-service/>

- 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 with regard to color and specs and same shall be subject to availability and at the Organizer's sole discretion to select same.
- 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 Qualifying Product or participating product has been depleted.
- 6.5. The promotional offer is only available in participating stores subject to the product list availability in such participating stores.
- 6.6. Any and all tax implications and liabilities as a result of winning the Offer will be solely borne by the participant.

7. **Redemption:**

- 7.1. The discount will be redeemed when purchasing the Qualifying Product.
- 7.2. To redeem the complimentary gift, the participant must follow the following steps and/ or instructions:

Step 1: Purchase the selected Qualifying Product from a Participating Retailer.

Step 2: Visit <http://www.samsung.com/za/offer> or call the Samsung Redemption call center on 0876550512 (operational weekdays 8am to 5pm) and follow the redemption process as set out on the redemption page.

Step 3: Complete the online Bespoke Bundle campaign redemption form with your personal details including contact details, purchase information and delivery details.

Step 4: The participant must upload a photo of the proof of purchase and a photo of the serial number of the Qualifying Product as reflect on the Qualifying Product.

Step 5: Submit the online form.

Step 6: The participant will receive an email or an SMS on the contact details provided by the participant setting out a personal reference number and details of the delivery of the complimentary gift.

- 7.3. No claims for the Offer in respect of the Qualifying Product purchased during the Promotion Period will be accepted or processed after the Redemption Periods stipulated in clause 2 above.
- 7.4. 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.
- 7.5. It is the participant's responsibility to ensure that any information provided to the Organizer is accurate, complete and up to date.
- 7.6. The Offer can only be redeemed through the online Bespoke Bundle campaign redemption page.

- 7.7. The Organizer will not be responsible for any costs associated with the redemption process of the Offer.

8. Terms of Delivery:

- 8.1. Delivery will take place approximately **seven (7) to fourteen (14)** business days after validation.
- 8.2. The Organiser does not accept any responsibility for late/non-arrivals and/or any damage may arise during delivery to the participant.
- 8.3. 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.
- 8.4. Delivery 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.
- 8.5. Should the participant fail to supply correct and valid delivery details upon redemption of the Offer, the Offer will be forfeited.
- 8.6. Delivery will occur by way of courier and the Organiser does not accept any responsibility for late/non-arrivals and/or any damage to the Offer that may arise during its delivery to the participant.
- 8.7. Should the participant fail to supply correct and valid delivery details upon redemption of the Offer on the online redemption form, the Offer will be forfeited.
- 8.8. In the event that the participant is unreachable or fails to claim delivery after **2 (two)** attempts to deliver over a period of **10 (ten)** working days it shall be forfeited.
- 8.9. The participant must present a valid identity document at the time of delivery.
- 8.10. Deliveries will only be made within the borders of the Republic of South Africa.
- 8.11. Deliveries 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 may be delayed due to South African Government regulations imposed as a result of the Covid-19 pandemic.

9. Limitation of Liability:

- (c) To the extent permitted by Consumer Protection Act (the "Consumer Protection Act") and any other applicable law:
- (a) 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.
- (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).

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 may 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.
- 10.3. 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 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.
- 10.4. 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 the publication of their images and to participate in the Organizer's marketing material in so far as it relates to the Promotion.
- 10.5. Information regarding the Promotion that is published on authorized advertising material will also form part of the terms and conditions of the Promotion.
- 10.6. 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/promotions. The onus rests on the participant to constantly check the website for updates to the terms and conditions.
- 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 www.samsung.com/za/promotions. 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.

- 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 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.
- 10.12. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
 - 10.12.1. 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;
 - 10.12.2. 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.
- 10.13. Data charges may be incurred by the participant during the redemption process of the Offer and the Organizer will not be responsible for any such costs.

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, 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.