

## PROMOTION TERMS & CONDITIONS FOR THE GALAXY A SERIES SAMSUNG SOS+ LAUNCH 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/sos-plus](http://www.samsung.com/za/offer/sos-plus)

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

### 1. Promotion:

- 1.1. The promotion will be known as the Samsung Galaxy A Series SAMSUNG SOS+ Launch promotion ("**Promotion**")
- 1.2. The organiser and promoter of the Promotion is Samsung Electronics South Africa (Proprietary) Limited, Registration number: 1994/003872/07 and/or its agencies ("**Organiser**").
- 1.3. This Promotion may not be applied for on behalf of someone else and accordingly, only the participant acting in their individual/own capacity can apply. Any application made by a third party on behalf of a participant is strictly prohibited and will result in immediate disqualification from participation in this Promotion.
- 1.4. "**Application Terms**" means the Aura Platform terms, which will be concluded between Aura and a User.
- 1.5. "**Authorised Partner**" means any Samsung authorised network operator, participating retailer, Samsung Store or Samsung Online Store, within the Republic of South Africa.
- 1.6. "**Aura**" means Rappid Response (Proprietary) Limited, trading as Aura, Registration number 2011/136706/07, the duly appointed partner of the Organiser for purposes of this Promotion, that has at its disposal, a network of sub-contracted service providers, who provide security and/or emergency medical response services to a technology-based response platform known as the AURA Platform enabling customers, who use the AURA Platform, to access security and/or medical response services via the activation of a panic signal.
- 1.7. "**AURA Platform**" means the mobile technology platform consisting of the Aura responder application and control room software, accessed by Users through an application or connected device, which will allow Users access to security and/or medical emergency services (as applicable) for which Aura provides response and logistic services.
- 1.8. "**Device**" means the Samsung Galaxy A56, Galaxy A36 or Galaxy A26.
- 1.9. "**Offer**" means 1 (one) 12 (twelve) month Aura license referred to in the marketing material as "Samsung SOS+" at no charge, when purchasing a Device during the Promotion Period. The Aura license will allow the participant access to the AURA Platform which is a mobile technology platform consisting of the Aura responder application and control room software, which will

allow participant access to security and/or medical emergency services (as applicable) for which Aura provides response and logistic services.

- 1.10. **“Services”** means the security and/or emergency medical response services, which will be provided by Aura to Users by means of the AURA Platform.
- 1.11. **“User”** means a participant, as contemplated in clause 3.1, who:
  - 1.11.1. purchases a Device;
  - 1.11.2. redeems the Offer in terms of this Promotion;
  - 1.11.3. enters into the Application Terms; and
  - 1.11.4. makes use of the Services.

## 2. **Promotion Period:**

- 2.1. The Promotion will run from 1 April 2025 [00:00] to 6 August 2025 [23:59] (**“Promotion Period”**).
- 2.2. The redemption period will be from 1 April 2025 [00:00] to 30 September 2025 [23:59] (**“Redemption Period”**).
- 2.3. The Promotion Period, and Redemption Period may be extended or curtailed at the sole discretion of the Organiser.
- 2.4. The Promotion Period and Redemption Period stated above are subject to availability. The Organiser does not guarantee that the Device or the promotional Offer will be available on the abovementioned dates.

## 3. **Who may enter:**

- 3.1. Participants in this Promotion must be natural persons who:
  - 3.1.1. are citizens of the Republic of South Africa and/or a legal residents of the Republic of South Africa;
  - 3.1.2. reside in the Republic of South Africa at the date of commencement of the Promotion Period;
  - 3.1.3. are at least 18 (eighteen) years old at the date of the commencement of the Promotion Period;
  - 3.1.4. are in the possession of a valid South African identity document or residency permit;
  - 3.1.5. have, during the Promotion Period, made a valid purchase of a Device with a valid IMEI number, within the Republic of South Africa from an Authorised Partner;
  - 3.1.6. are in the possession of a valid Device proof of purchase with verifiable details such as IMEI number, outlet from which the Device was purchased from, and in certain cases, the name of the purchaser.
- 3.2. The aforesaid proof of purchase will be verified at the Organiser’s sole discretion.
- 3.3. Participation in this Promotion includes the Organiser, its 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 purchased a Device for their own personal use. Proof of purchase will be at the Organiser's discretion.

- 3.4. Misrepresentation of participants or in store sales representatives will result in the disqualification of the claim and possible legal action.

#### **4. How to qualify for the Promotion:**

- 4.1. The participant must:
- 4.1.1. be a participant as set out in clause 3 above;
  - 4.1.2. have downloaded the Samsung Members Application from the Samsung Galaxy Store or Google Play Store on the Device and be a registered subscriber of the Samsung Members Application, managed by the Organiser.
- 4.2. Errors and omissions may be accepted at the Organiser's discretion. Failure by the Organiser to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 4.3. It is the participant's responsibility to ensure that any information which is provided to the Organiser is accurate, complete and up to date.

#### **5. Offer:**

- 5.1. Subject to the provisions of clause 5.4, the Promotion will afford the participant the opportunity to receive 1 (one) 12 (twelve) month Aura license at no charge per Device purchased (identifiable by the unique IMEI number) ("**Offer**").
- 5.2. The Offer is not transferable and no substitution, cash redemption or assignment of the Offer is permitted.
- 5.3. The Offer is provided on a first come first serve basis and while stocks last. The Organiser cannot be held accountable once stock of the Devices and/or the Offer have been depleted.
- 5.4. Notwithstanding the provisions of clause 5.1, the redemption of the Offer is subject to the participant entering into the Application Terms.

#### **6. Can I qualify more than once for the Promotion?**

- 6.1. The Promotion is limited to 1 (one) Offer per Device purchased (identifiable by the unique IMEI number).
- 6.2. 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.

#### **7. Redemption of the Offer:**

- 7.1. The Offer may only be redeemed by qualifying participants during the Redemption Period. To redeem the Offer, participants must follow the following steps and/or instructions:
- 7.1.1. **Step 1:** Purchase and activate the Device by installing the SIM card.
  - 7.1.2. **Step 2:** Have all the current Samsung software updates downloaded and installed from the settings menu on the Device.

- 7.1.3. **Step 3:** Download the Samsung Members Application from the Samsung Galaxy Store or Google Play Store on the Device.
- 7.1.4. **Step 4:** Register for a Samsung Members account, then select "Galaxy A-series Aura Launch Offer" promotional banner in the "Benefits" section of the Samsung Members Application and follow the prompts to complete the online registration and form.
- 7.1.5. **Step 5:** Once the online form (referred to in step 4), has been submitted, the participant will be required to complete the Aura service onboarding process via the registration link and will be required to agree to and enter into the Application Terms.
- 7.2 Notwithstanding the finalisation of the steps set out above, in order for a participant to become a User of the Services, the participant has to successfully complete step 5 above and agree to and enter into the Application Terms, which govern the rendering of the Services by Aura. A failure by a participant to successfully complete step 5 above, will result in a participant not being able to redeem the Offer. The Application Terms are entered into between participants and Aura and accordingly, the Organiser accepts no liability or responsibility from any cause whatsoever and howsoever arising, as a result of a participant entering into the Application Terms or failing to successfully complete step 5 above.

## **8. Limitation of Liability and Indemnity:**

- 8.1. To the extent permitted by Consumer Protection Act No 68 of 2008 and any other applicable law:
  - 8.1.1. the participant hereby indemnifies the Organiser against any direct, indirect, special, incidental, consequential or punitive damages or losses of any kind, death and/or injuries, regardless of how caused and whether they arose under the law of contract or delict or otherwise, because of the participant's entry and participation in this Promotion and/or as a result of entering into the Application Terms, receiving the Services and/or making use of the AURA Platform;
  - 8.1.2. the Organiser excludes all warranties (express or implied), representations and liabilities regarding this Promotion (other than for death or personal injury caused by the Organiser's negligence and/or fraud);
  - 8.1.3. all personal information exchanged with the usage of third party applications will not be monitored or controlled by the Organiser and the participant bears the sole and absolute responsibility to ensure that it is aware of the terms and conditions applicable to usage of third party applications, including without limitation, the AURA Platform. Accordingly, the participant by using third party applications, including without limitation, the AURA Platform, indemnifies and holds the Organiser harmless from any and all claims arising from such use.
- 8.2. The Organiser accepts no liability or responsibility for late or delayed delivery of the Offer and/or the Services and/or for any losses, expenses, claims, deaths, injuries and/or damages arising from the use of the AURA Platform and/or the rendering of the Services by Aura, its employees, contractors, sub-contractors and/or agents. By participating in this Promotion, the participant

hereby indemnifies and holds the Organiser, its directors and employees harmless from any and all claims, losses, damages, expenses, deaths and/or injuries, which may arise or be suffered, as a result of the provision and/or use of the Services and/or the use of the AURA Platform.

**9. General:**

- 9.1. In accordance with the confidentiality policies and practices of the Organiser, none of the entry details of any participant in this Promotion will be disclosed or used by the Organiser for any purposes other than for entry into the Promotion, redemption of the Offer and notification to Aura of the participant's details and in accordance with clause 12.3 below.
- 9.2. Participants acknowledge and accept that the Organiser shall utilise a third party (the "Organiser's authorised 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 Organiser's shall provide the participant's information to such third party.
- 9.3. By participating in the Promotion, the participants agree that the Organiser 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 Organiser for such purpose. The Organiser may also use the personal data collected from the participants, as described in the Privacy Policy accessible at [www.samsung.com](http://www.samsung.com) and that such use may include transfers to the Organiser's affiliates and third party service providers in any country. Details of participants will not be used by the Organiser for Samsung related communication should the participants opt-out to receive further communication from the Organiser.
- 9.4. The Organiser 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 Organiser's marketing material in so far as it relates to the Promotion.
- 9.5. Information regarding the Promotion that is published on authorised advertising material will also form part of the Terms and Conditions of the Promotion.
- 9.6. The Organiser's may in its 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](http://www.samsung.com/za/offer). The onus rests on the participant to constantly check the website for updates to the Terms and Conditions.
- 9.7. 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 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.

- 9.8. 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 website [www.samsung.com/za/offer](http://www.samsung.com/za/offer). No liability shall lie against the Organiser in favor of any participants and/ or third party arising from such cancellation, suspension or termination. Therefore, the participant waives any right which they may have against the Organiser and hereby acknowledges that they will have no right of recourse or claim of any nature whatsoever against the Organiser.
- 9.9. This Promotion is governed by these Terms and Conditions, as well as those of the relevant Authorised Partners, 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 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, 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 it will be:
- 9.12.1. read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible;
  - 9.12.2. 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:**

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 ("**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.