

SAMSUNG GENERAL PROMOTION TERMS AND CONDITIONS

These terms and conditions apply to every promotion ("Samsung Promotion") offered by Samsung Electronics South Africa Proprietary Limited (registration number 1994/003872/07) ("Samsung") or its authorised agents on the Samsung Online Store ("Samsung Online Store"), unless stated otherwise in the promotional material of a specific Promotion ("Promotion Specific Marketing")

Each person who elects to participate in a Samsung Promotion ("Participant" or "You") agrees to be bound by the standard terms and conditions as set out below, in addition to any terms and conditions set out in the Promotion Specific Marketing or otherwise set out on Samsung's website.

By participating in a Samsung Promotion, You acknowledge that You have read, understood and agree to the following terms and conditions:

1 participation in a Samsung Promotion:

1.1 Each Samsung Promotion may be set out as follows:

1.1.1. have a unique promotion code and/ or Voucher issued ("Promotion Code") which will enable the Participant to redeem the Samsung Promotion on the Samsung Online Store.

1.1.2. A Promotion Code and/ or Voucher may only be used once by each Participant on the Samsung Online Store website, unless the contrary is specifically stated in the Promotion Specific Marketing.

1.1.3. be for a Complementary Gift, Free Giveaway or Price Discount to be received by the Participant upon purchase of a specific Samsung Product ("Buy and Get") or it may be in the form of Bundle Deals which will consist of two or more Samsung Products which are bundled together to give a discounted price ("Bundle Deals").

1.1.4. be random Samsung Online Store Deals which offer price discounts on specific Samsung Products, the Samsung Online Store Deals may occur for one day only, unless the contrary is specifically stated in the Promotion Specific Marketing. (Online Store Deals")

1.2 Participants agree that certain information and associated terms and conditions ("Promotion Specific Ts and Cs") regarding a Samsung Promotion appear in the Promotion Specific Marketing but that the general terms and conditions set out in this document will also apply to the Samsung Promotion. The relevant information which will appear in Promotion Specific Marketing includes but is not limited to –

1.2.1 the Promotion name and website link;

1.2.2 the unique Promotion Code and/or Voucher;

1.2.3 the nature of the Samsung Promotion and any benefits which a Participant may obtain through use of the Promotion Code and/ or Voucher;

1.2.4 the duration for which the Samsung Promotion is available;

1.2.5 the duration of the Redemption Period;

1.2.6 the criteria with which a Participant will need to comply in order to qualify to participate in the specific Promotion;

1.2.7 the manner in which a Participant may redeem the Promotion Code, Voucher, Price discount or complementary gift/s through the Samsung Online Store; and

to the extent that there is any conflict between the information in the Promotion Specific Ts and Cs and the general terms and conditions, the Promotion Specific Ts and Cs will prevail.

1.3 In order to participate in a Samsung Promotion, You must (in addition to any specific requirements set out in the Promotion Specific Marketing and Promotion Specific Ts and Cs) be –

1.3.1 a natural person, 18 (eighteen) years or older as at the date on which the Samsung Promotion commences ("Promotion Commencement Date"); and

- 1.3.2 a citizen of the Republic of South Africa ("South Africa") and/or a legal resident of South Africa and residing in South Africa at the Promotion Commencement Date.
 - 1.3.3 have a valid South African TV license in the Participant's name (where applicable).
 - 1.4 Samsung, its directors, members, partners, employees, agents, consultants, any other related person or any supplier of goods and services in connection with the specific Samsung Promotion and their spouses, life partners, parents, children, siblings, business partners or associates are prohibited from participating in Samsung Promotions, unless the contrary is specifically provided in the Promotion Specific Marketing.
 - 1.5 Each Participant is responsible for ensuring that any information provided in relation to their redemption of a Promotion Code and/ or Voucher is true, accurate and correct at the time at which that information is submitted.
 - 1.8. Errors and omissions may be excepted at the Samsung's sole discretion. Failure by the Samsung to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 2 promotional items:
 - 2.1 A Promotion Code, Voucher, Price Discount or Complementary Gift redeemed in a Samsung Promotion –
 - 2.1.1 is not transferable from the Participant to any other person;

2.1.2 cannot be substituted or redeemed for cash; and

2.1.3 is available on a "while stocks last" basis. A Participant shall have no right to claim the Samsung Promotion once the stock of the promotional items has been depleted and no liability whatsoever shall arise against Samsung as a result thereof.

2.2 The Promotion may be limited to a certain number of participants only; this will be specified in the Promotion Specific Marketing.

2.3 The items forming part of a Samsung Promotion may differ in colour and specifications from those advertised in the Promotion Specific Marketing and shall be subject to availability.

2.4 In the event that the participant selects an incorrect promotional item and the participant would like to exchange the promotional item he/she has received, then the participant will be entitled to return and exchange the promotional item within 14 (fourteen) days from the date of receipt of the promotional item, provided the promotional item is undamaged, unused and in its original packaging with the original stickers / labels attached and it is not missing any accessory and parts.

3 TERMS OF DELIVERY:

3.1. Delivery of Complimentary Gifts will be delivered with the purchased Samsung Product/s.

4 PERSONAL DATA:

- 4.1. The Participant consents to any necessary processing of their personal information voluntarily provided by the Participant for the specific purpose of participating in the Samsung Promotion.
- 4.2. In accordance with the confidentiality policies and practices of Samsung, none of the details of any Participant will be disclosed or used by Samsung for any purposes other than participation in the Promotion and in accordance with clause 4.3 below.
- 4.3. The Participant acknowledges and consents to Samsung utilising a third party ("Samsung's Authorised Agent(s)") and providing the Participant's personal information to Samsung's Authorised Agent(s) to contact the Participant, in relation to the Samsung Promotion.
- 4.4. By participating in the Samsung Promotion, the Participant agrees and consents that Samsung and its affiliates may contact the Participant via email and through social media platforms to deliver marketing communications regarding Samsung's products and promotional activities, provided that the Participant is given the opportunity to opt-out of receiving marketing communications at any time via the appropriate opt-out mechanisms provided by Samsung for such purpose. Samsung may also use the personal information collected from the Participants as described in the Privacy Policy accessible on the Samsung Online Store website and that such use may include transfer of such personal information to Samsung's Authorised Agents and affiliates [in any country]. Details of a

Participant will not be used by Samsung for Samsung related communication should the Participant opt-out from receiving further communication from Samsung at any time.

5 Limitation of Liability

To the extent permitted by the Consumer Protection Act, No. 68 of 2008 ("Consumer Protection Act") and any other applicable law:

- 5.1 The participant hereby indemnifies Samsung against any direct, indirect, special, incidental, consequential or punitive damages or loss of any kind regardless of how it was caused, and whether it arose under the law of contract or delict or otherwise, arising out of the Participant's participation in the Samsung Promotion.
- 5.2 Save as clearly set out in the Promotion Specific Marketing, the Participant acknowledges that no warranties (express or implied) or representations have been made by Samsung in relation to a Samsung Promotion and no liability shall arise against Samsung as a result of any alleged breach of warranty or misrepresentation.
- 5.3 Prices indicated on Promotions and/or Promotional Specific Marketing are subject to change at any time but changes will not affect orders in respect of products for which we have already sent you an order confirmation. If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as an error, we do not have to provide the products to you at the incorrect (lower) price.

5.4 We make no warranty that the Samsung Online Store and the Samsung Website will meet your requirements or will be uninterrupted, timely or error-free or that the Samsung Online Store and Samsung website or the server(s) that makes them available are free of viruses, errors, faults or bugs

6 SAMSUNG ONLINE STORE PROMOTION CODE AND/OR VOUCHER TERMS AND CONDITIONS:

6.1 In the event that you are issued with a Samsung Online Store Promotion Code and/or Voucher ("Promotion Code and/or Voucher") as part of a promotional offer the following terms and conditions shall apply:

6.1.1 Every voucher ("Promotion Code and/or Voucher"):

6.1.1.1 has a unique voucher code which has been assigned to you (the "Intended Recipient" or "You");

6.1.1.2 the Intended Recipient will be determined differently based on the type of Samsung Promotion.

6.1.1.3 is for the amount specified on the digital communication provided to you by way of either electronic mail, SMS or on the Promotion Specific Material, to be redeemed only on the Samsung Online Store and not in any physical Samsung branded stores or any affiliate stores or websites which sell Samsung products;

6.1.1.4 may only be redeemed by the Intended Recipient upon reasonable evidence of their identity being confirmed through the creation of a user

account on the Samsung Online Store or such other valid form of identity document as may be requested by Samsung and/or the Samsung Online Store;

- 6.1.1.5 cannot be used after expiration of the Promotion Code and/or Voucher;
- 6.1.1.6 shall be limited to a one-voucher-per-purchase basis. This means that the Promotion Code and/or Voucher may not be aggregated in respect of the purchase of any item. For example, if the stated price of an item exceeds the amount of the Promotion Code and/or Voucher, then You must pay the balance in order to purchase that item and may not use other Promotion Codes and/or Vouchers in respect of that item;
- 6.1.1.7 may be used towards purchases of more than the value of the Promotion Code and/or Voucher where the Intended Recipient pays the balance using one of the accepted methods of payment on the Samsung Online Store;
- 6.1.1.8 cannot be transferred or assigned in any manner to any person by the Intended Recipient;
- 6.1.1.9 is not redeemable for cash;
- 6.1.1.10 is valid and may only be redeemed within a period of 3 (three) months from the date of issuing of the Promotion Code and/or voucher to the Intended Recipient (the "Promotion Code and/or Voucher Date"). Should there be any dispute, Samsung shall determine the Promotion Code and/or Voucher Date according to its records and this date will be final and binding on You. Once the 3 (three) month period has elapsed, the Voucher will have expired automatically and the Promotion Code and/or Voucher code will no longer be valid on the Samsung Online Store.

6.2 Once-off Purchase and Forfeiture:

6.2.1 The Samsung Online Store Voucher will be valid for a once-off purchase only.

6.2.2 The Participant must use the full value of the Samsung Online Store Voucher when making the once off purchase.

6.2.3 Any balance remaining after the once-off purchase, will be forfeited.

6.3 Samsung shall endeavour to replace any damaged or defective goods purchased using the Promotion Code and/or Voucher in accordance with the provisions of the Consumer Protection Act, 68 of 2008 ("CPA"). Other than in respect of damaged, defective or unsafe goods or for any other lawful reasons provided in the CPA, no refunds are permissible for any item(s) purchased with the Promotion Code and/or Voucher; provided that to the extent that a refund is permissible, You will be issued with a replacement Promotion Code and/or Voucher (with the same Promotion Code and/or Voucher Date) and a refund of any cash amount contributed by You.

6.4 By making use of the Promotion Code and/or Voucher, You acknowledge that –

6.4.1 You have read, understood and agree to the terms and conditions set out herein and the terms and conditions of the Samsung Online Store;

6.4.2 You will be required to create an account on the Samsung Online Store in order to redeem the Promotion Code and/or Voucher;

6.4.3 The Promotion Code and/or Voucher is for the exclusive use of the Intended Recipient;

- 6.4.4 You will not attempt to transfer or permit any other person to use the Promotion Code and/or Voucher;
- 6.4.5 the Promotion Code and/or Voucher may only be redeemed within the 3 (three) month period from the Voucher Date; and
- 6.4.6 You are 18 (eighteen) years or older or if you are a minor, You have obtained the express consent from your parent or legal guardian to redeem this Promotion Code and/or Voucher on the Samsung Online Store.

7 SAMSUNG ONLINE STORE BUNDLE and BUY AND GET DEALS

- 7.1 The Samsung Online Store Bundle Deals consist of two or more Samsung Products which are bundled together to give a discounted price.
- 7.2 The Samsung Online Store Buy and Get Promotion occurs when a Participant purchases a Samsung product and gets a price discount on it, receives a Complementary Gift or a Free Giveaway with the purchase.
- 7.3 The Bundle Deal price discount will automatically be added to the Participant's cart, unless the contrary is specifically stated in the Promotion Specific Marketing or Ts and Cs.
- 7.4 The Buy and Get price discount will automatically be added to the Participant's cart.
- 7.5 The Participant will be prompted to select a Complimentary Gift or Free Giveaway in instances where there is more than one Complementary Gift or Free Giveaway on Offer, where there is only one Complementary Gift or Free Giveaway on Offer, the Complementary Gift or Free Giveaway will be automatically added to the Participant's cart.
- 7.6 The contents of these Ts and Cs in relation to Bundle and Buy and Get Deals may be supplemented by the Promotion Specific Ts and Cs or Marketing Material.

8 SAMSUNG ONLINE STORE deals

- 8.1 The Online Store Deals consist of random sales/deals, where participants can purchase specific Samsung Products at discounted prices.
- 8.2 The Online Store Deals are for one day only, unless the contrary is specifically stated in the Promotion Specific Marketing.
- 8.3 Adding an Online Store Deal to your cart, or completing your order for the Online Store Deal without paying for it, does not reserve the item for you. Samsung must receive payment on the day of the Online Store Deal, otherwise we will cancel your order.
- 8.4 Online Store Deal quantities may be limited, therefore, after an Online Store Deal is sold out, those particular Samsung Products may be available on the Samsung Online Store at their normal selling prices, but no longer as an Online Store Deal.

9 General:

- 9.1 By entering into a Samsung Promotion, You confirm that you are aware of, have read and accept the general terms and conditions applicable to use of the Samsung Online Store Online Store Website.
- 9.2 Samsung reserves the right, at any time, to verify the validity of information provided by a Participant (including, but not limited to, a Participant's identity, age and place of residence) and to verify that each Participant has only participated in the Samsung Promotion once.

9.3 Samsung may, in its sole discretion, amend these terms and conditions and/or the Promotion Specific Ts and Cs 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 Samsung Online Store's website. The Participant is responsible for ensuring that the Participant is familiar with any updates to the terms and conditions.

9.4 If a 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 Samsung, including but not limited to technical difficulties, unauthorised intervention or fraud, Samsung reserves the right, in its sole discretion, to the fullest extent permitted by law to –

9.4.1 disqualify any Participant; or

9.4.2 modify, suspend, terminate or cancel the Samsung Promotion as appropriate, subject to the approval of relevant regulatory authorities (if required).

9.5 Save as prohibited by law, Samsung reserves the right to cancel, suspend or terminate this Samsung Promotion, without notice at any time, and such cancellation, suspension or termination shall be deemed to have taken effect from the date of publication of the cancellation, suspension or termination on Samsung Online Store's website. Samsung shall have no liability whatsoever arising out of or in connection with such cancellation, suspension or termination. In this regard, to the extent permissible in law, the participant waives any right which they may have against Samsung and hereby acknowledges that they will have no right of recourse or claim of any nature whatsoever against Samsung arising out of or in connection with the Samsung Promotion and/or the cancellation, suspension or termination thereof.

- 9.6 A Promotion shall be governed by these terms and conditions, any Promotion Specific Ts and Cs as well as those of the relevant authorised participating stores associated with the Promotion.
- 9.7 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.
- 9.8 Samsung accepts no responsibility for late or delayed delivery of the promotional items from any cause whatsoever, including but not limited to, stock being unavailable, strike, lock out, destruction of the promotional items, 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, epidemic, pandemic or other acts of God.
- 9.9 Participation in a Samsung Promotion that does not comply with these terms and conditions and any Promotion Specific Ts and Cs, will be disqualified, subject to clause 5.10 below.
- 9.10 Errors and omissions may be excepted at Samsung's sole discretion. Failure by Samsung to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 9.11 All provisions of these terms and conditions and/or the Promotion Specific Ts and Cs are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision which is or becomes unenforceable, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, only to the extent that it is so unenforceable, be treated

as though they had not been written in these Ts and Cs and the remaining provisions of these terms and conditions and/or the Promotion Specific Ts and Cs (as applicable) shall remain of full force and effect. Samsung records that it is Samsung's intention that these terms and conditions and/or the Promotion Specific Ts and Cs (as applicable) would be executed without such unenforceable provision if they were aware of such unenforceability at the time these terms and conditions and/or the Promotion Specific Ts and Cs (as applicable) were published.

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.