PROMOTION TERMS & CONDITIONS THE SAMSUNG BUY AND GET 2023 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 2023 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 Samsung Buy and Get 2023 promotion. Please read the Privacy policy with application to the Protection of Personal of Information Act 4 of 2013 by accessing this link: <u>https://www.incentivprivacypolicy.co.za/</u>. 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 01 December 2023 [00h01] until Sunday 21 January 2024 [23h59] ("Promotion Period"), in South Africa. The purchase of the products listed in the table in clause 6.1 below ("Qualifying Product/s") must have taken place within the relevant Promotion Period.
- 2.2. The participant will have until **Thursday 29 February 2024 [23h59]** to register for the Offer via the WhatsApp number **+27 60 070 2343**.
- 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 **Thursday 29 February 2024 [23h59].**

3. Who may enter:

- 3.1. The participant must:
 - 3.1.1. be a citizen 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 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 Qualifying Products through a participating retailer, as listed in clause 6.2.4 ("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 3.1 above;
 - 4.1.2. Purchase a Qualifying Product from Participating Retailers during the Promotion Period; and
 - 4.1.3. 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.
- 4.2. Proof of purchase will be verified at the Organizer's sole discretion.
- 4.3. 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.
- 4.4. 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 a 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 ("Reward Tier") tier depending on the Qualifying Products purchased, as set out in the table below ("Offer"):

Category	Segment	Model Number	Reward Tier	Reward Value
Refrigerator	Bespoke 4 Door	RF71A967535/FA	Gold	R 10 000
Refrigerator	Bespoke French Door	RF29BB8600MTFA	Gold	R 10 000
Laundry	Air Dresser	DF10A9500CG/FA	Gold	R 10 000
Refrigerator	French Door	RF49A5202B1/FA	Silver	R 6000
Refrigerator	French Door	RF49A5202SL/FA	Silver	R 6000
Refrigerator	Food Showcase Side by Side	RH69B8940SL/FA	Silver	R 6000
Refrigerator	Food Showcase Side by Side	RH65A5411M9/FA	Silver	R 6000
Refrigerator	RS5000 Side by Side	RS65R5691B4/FA	Silver	R 6000
Refrigerator	RS5000 Side by Side	RS65R5411M9/FA	Silver	R 6000
Refrigerator	RS5000 Side by Side	RS64R53112A/FA	Silver	R 6000
Refrigerator	RS5000 Side by Side	RS64R5311B4/FA	Silver	R 6000
Refrigerator	RS5000 Side by Side	RS62R5011M9/FA	Silver	R 6000
Refrigerator	RS5000 Side by Side	RS64R5311M9/FA	Silver	R 6000
Refrigerator	Top Mount Freezer	RT62K7110SL/FA	Silver	R 6000
Laundry	Bespoke Front Loader 16kg	WF16B6400KV/FA	Silver	R 6000
Laundry	Bespoke Dryer 17kg	DV17B8710BV/FA	Silver	R 6000
Laundry	Eco-bubble Top Loader 27kg	WA27B8375GV/FA	Blue	R 4 000
Refrigerator	Bespoke 1 Door Refrigerator	RR39T7463AP/FA	Blue	R 4000
Refrigerator	Bespoke 1 Door Freezer	RZ32T7435AP/FA	Blue	R 4000
Refrigerator	Bespoke 1 Door Convertible	RZ32R7445AP/FA	Blue	R 4000
Refrigerator	Bottom Mount Freezer	RL4363SBAB1/FA	Blue	R 4000
Refrigerator	1 Door Refrigerator	RR39M71407F/FA	Blue	R 4000
Refrigerator	1 Door Freezer	RZ32M71107F/FA	Blue	R 4 000
Refrigerator	Top Mount Freezer	RT50K6531SL/FA	Blue	R 4 000
Laundry	Bespoke Front Loader 12kg	WW12BB944DGBFA	Blue	R 4000
Laundry	Bespoke Front Loader 12kg	WW12BB944DGHFA	Blue	R 4000
Laundry	Bespoke Washer Dryer 12/8kg	WD12BB944DGBFA	Blue	R 4000
Laundry	Bespoke Dryer 9kg	DV90BB9440GBFA	Blue	R 4000
Laundry	Bespoke Dryer 9kg	DV90BB9440GHFA	Blue	R 4000
Laundry	Front Loader 9kg	WW90T554DAN/FA	Blue	R 4000
Laundry	Front Loader 8kg	WW80TA046AX/FA	Blue	R 4000
Laundry	Front Loader 7kg	WW70T4040CX/FA	Blue	R 4 000
Laundry	Washer Dryer Combo 9/6kg	WD90T654DBN/FA	Blue	R 4000
Laundry	Washer Dryer Combo 6/5kg	WD70TA046BX/FA	Blue	R 4 000
Laundry	Heat Pump Dryer 9kg	DV90T5240AN/FA	Blue	R 4 000
Laundry	Heat Pump Dryer 8kg	DV80TA020AN/FA	Blue	R 4 000
Laundry	Eco-bubble Top Loader 24kg	WA24A8370GV/FA	Blue	R 4000
Laundry	Eco-bubble Top Loader 21kg	WA21CG6745BVFA	Blue	R 4 000
Gas Cooker	90cm Freestanding Oven	NY90T5010SS/FA	Blue	R 4000

- 6.2. There are 3 (THREE) Reward Tiers which are based on the type of Qualifying Product purchased and 2 (TWO) reward package options for each Reward Tier ("Reward Package"), 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 Package of either a travel package consisting of a R5 500 (Five Thousand Five Hundred Rand) Flight Centre Voucher and a R4 500 (Four Thousand Five Hundred Rand) Marriott® Voucher; OR a lifestyle package consisting of a R3 500 (Three Thousand Five Hundred Rand) Webtickets Voucher, R4 000 (Four Thousand Rand) Uber®/Uber Eats Voucher and a R2 500 (Two Thousand Five Hundred Rand) TFG eGift Card.
 - 6.2.2. Silver which has a value of R6 000 (Six Thousand Rand) and allows the participant to choose a reward of either a travel package consisting of a R3 000 (Three Thousand Rand) Flight Centre Voucher and a R3 000 (Three Thousand Rand) Marriott® Voucher; OR a lifestyle package consisting of a R2 000 (Two Thousand Rand) Webtickets Voucher, R2 000 (Two Thousand Rand) Uber®/Uber Eats Voucher and a R2 000 (Two Thousand Rand) TFG eGift Card.
 - 6.2.3. Blue which has a value of R4 000 (Four Thousand Rand) and allows the participant to choose a reward of either a travel package consisting of a R2 000 (Two Thousand Rand) Flight Centre Voucher and a R2 000 (Two Thousand Rand) Marriott® Voucher; OR a lifestyle package consisting of a R1 000 (One Thousand Rand) Webtickets Voucher, R2 000 (Two Thousand Rand) Uber®/Uber Eats Voucher and a R1 000 (One Thousand Rand) TFG eGift Card.

Participating Retailers						
Bawas Furnishers	HiFi Corporation	New World	Samsung Stores			
Builders Warehouse	Hirschs Homestores	OK Furniture	Save Hyper			
Diamond Corner	Incredible Connection	Other	Simplex Radio			
Digital Experience	Kloppers	Pick n Pay Hyper	Sounds Great			
Expert Stores	Makro	Rafi's	Stax			
Fourways Online	Metro Home Centre	Ramas	Tafelberg			
Game	Metro Lifestyle	Samsung Online Store	Take-a-lot			

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

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

7. <u>Reward Registration and Redemption:</u>

7.1. To redeem the reward as per the above table in clause 6.1 ("**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 60 070 2343 as a contact on their device (only Republic of South Africa network carriers are permitted to enter) 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 **14 (fourteen) 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 **Thursday 29 February 2024 [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 Package as indicated in clause 6.1 and clause 6.2.
- Any participant who has unsubscribed from receiving marketing SMS's 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 Package 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 Package.
- Once the Reward Redemption Digital Form has been received and verified by the Organiser, the participant will receive a unique code ("Reward Voucher") via SMS

within 10 (ten) working days, from date of submission of the Reward Redemption Digital Form. 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 Package or the Reward Package 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:

- Redemption of all Reward Packages will be via the dedicated web address ("Reward Redemption Platform") as stated in the Reward Voucher SMS.
- For all Reward Packages, the participant will be allocated Rand denominated vouchers, depending on the participant's Rewards Tier. The participant will be required to log into the Reward Redemption Platform with the unique code found in the Reward Voucher SMS, to redeem the voucher allocations.
- A copy of the participant's ID document may need to be submitted when making their booking.
- The participant will be required to visit and contact the service provider's associated with the travel package reward i.e. Flight Centre or Marriott®, through their dedicated booking websites and contact centres as stated on the Rand denominated vouchers for Flight Centre and Marriott®. All Flight Centre and Marriott® travel, must be completed by 31 August 2026, 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 Flight Centre and Marriott® Rewards must be received by 31 July2026 (23:59) at the latest.
- This reward is provided at the sole discretion of the Organiser. 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 Package once they have followed the entry instructions as listed in this 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 at any Participating Retailer.
- Once a Reward Package has been selected, no changes will be permitted.
- Only the purchaser of the product, will be allowed to register for the Reward Package and redeem the Reward Packaege. The Reward Package cannot be transferred to anyone other than the purchaser of the product.

- Participants will not be allowed to choose more than one Reward Package per Qualifying Product and Rewards are not interchangeable. Once a Reward Package has been chosen via the Reward Redemption Digital Form, the participant will not be able to swop out or change their Reward Package 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. Travel Package Reward:

The travel package reward consists of a rand denominated Flight Centre voucher and Marriott® voucher depending on the participant's qualifying Rewards Tier, as stipulated in Clause 6.2, and per the below table and with the following conditions:

Gold Tier (R10,000)	R5 500 Flight Centre Voucher & R4 500 Marriott® Voucher
Silver Tier (R6,000)	R3 000 Flight Centre Voucher & R3 000 Marriott® Voucher
Blue Tier (R4,000)	R2 000 Flight Centre Voucher & R2 000 Marriott® Voucher

8.1 Flight Centre Voucher:

The Flight Centre Reward entitles the participant to a rand denominated voucher to the value of R5 500 (Five Thousand Five Hundred Rand) **[Gold Reward]**, R3 000 (Three Thousand Rand) **[Silver Reward]** R2 000 (Two Thousand Rand) **[Blue Reward Tier]** depending on the Rewards Tier with the following conditions:

- 8.1.1 Bookings are for local destinations within South Africa only.
- 8.1.2 One of the guests travelling must be the person who purchased the Samsung product, and the Reward cannot be transferred or exchanged for cash.
- 8.1.3 Cancellations or changes after confirmation of booking will not be permitted.
- 8.1.4 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.
- 8.1.5 The participant will be required to redeem their Flight Centre voucher code via the Reward Redemption Platform which will be provided to the participant when they received their Reward Voucher 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 87 232 2345]. The Organiser cannot be held responsible for SMSs not received by participants.
- 8.1.6 A Flight Centre voucher code will be allocated to the participant via SMS.
- 8.1.7 The participant may only make a booking 48 hours from receipt of Flight Cente voucher code by SMS.

- 8.1.8 All bookings must be made directly with the Flight Centre on the number provided to the participant. The Flight Centre contact number will be provided to the participant when they have received their Flight Centre voucher code via SMS.
- 8.1.9 All travel must be completed by **31 August 2026** (23:59) 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 **30 July 2026 (23:59)** at the latest.
- 8.1.10 In the case of flights when using 1 [one] voucher to book for more than 1 [one] person, all flights need to 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.
- 8.1.11 Bookings are subject to limited availability. In the event that dates requested are not available, the participant will be required to provide alternative dates.
- 8.1.12 If the value of the booking exceeds the value of the voucher, the balance is payable by the consumer.
- 8.1.13 The voucher is multi-use, and the full value of the voucher may be used until the value of the voucher has been depleted.
- 8.1.14 This Reward operates on an e-ticket system and presentation of an ID document will be required when checking in.
- 8.1.15 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.
- 8.1.16 The Organiser and its agencies cannot be held liable for any changes to flight schedules, routes and destinations or loss of baggage.
- 8.1.17 Flight Centre vouchers codes cannot be used in conjunction with any other promotional offer.
- 8.1.18 Flight Centre vouchers are subject to the rewards partner's regular terms and conditions, which are subject to change, unless otherwise specified in this section.

8.2 Marriott® Voucher:

The Marriott® Reward entitles the participant to a rand denominated voucher to the value of R4 500 (Four Thousand Five Hundred Rand) **[Gold Reward]**, R3 000 (Three Thousand Rand) **[Silver Reward]** R2 000 (Two Thousand Rand) **[Blue Reward Tier]** depending on the Tier Offer with the following conditions:

- 8.2.1 This voucher can be utilized for accommodation bookings with Marriot® within South Africa only.
- 8.2.2 Bookings are subject to availability at time of booking.
- 8.2.3 This voucher is valid for the period stated and is not extendable.
- 8.2.4 Only 1 [one] voucher may be used per booking.
- 8.2.5 Only 1 [one] booking per voucher is allowed.
- 8.2.6 If the value of the booking exceeds the value of the voucher, the balance is payable by the consumer.

- 8.2.7 The voucher is single-use, and the full value of the voucher must be consumed against a single reservation.
- 8.2.8 Should the value of the booking be less than the value of the voucher, the balance will be forfeited.
- 8.2.9 All travel must be completed by 31 August 2026 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 30 July 2026 at the latest.
- 8.2.10 One of the guests staying must be the person who purchased the Samsung product, and the Reward cannot be transferred or exchanged for cash.
- 8.2.11 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.
- 8.2.12 The participant will be required to redeem their Marriott® voucher code via the Reward Redemption Platform which will be provided to the participant when they received their Reward Voucher 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 87 232 2345. The Organiser cannot be held responsible for SMSs not received by participants.
- 8.2.13 The participant may only make a booking 48 hours from receipt of their Marriott® voucher code.
- 8.2.14 Once the Marriott® voucher has been received by the participant, they will be required to book their accommodation online via the dedicated 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 Rand denominated voucher via SMS.
- 8.2.15 The voucher 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 incremental. These costs will be for the voucher holder's own expense. All costs incurred during the stay will be charged to the voucher holder at checkout.
- 8.2.16 Extra charges are payable in cash, or by credit card upon departure from the hotel.
- 8.2.17 The issue of this voucher does not imply or confer any credit facilities with the hotel.
- 8.2.18 This voucher is not exchangeable for cash, or any other service provided by the hotel.
- 8.2.19 This voucher may not be included in any existing hotel package or special offer.

- 8.2.20 Marriot® reserves the right to cancel or withdraw any voucher if, in their opinion, it is subject to misuse of any description.
- 8.2.21 This voucher is not transferable and may not be sold.
- 8.2.22 Cancellations or changes after confirmation of booking will not be permitted.
- 8.2.23 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.
- 8.2.24 This voucher is subject to Marriot's® regular terms and conditions.

9. Lifestyle Package Reward:

The Lifestyle Package Reward consists of a rand denominated Webtickets voucher, Uber®/Uber Eats voucher and TFG eGift Card depending on the participant's Qualifying Rewards Tier, as stipulated in Clause 6.2, and per the below table and with following the conditions:

Gold Tier (R10,000)	R3 500 Webtickets, R4 000 Uber®/Uber Eats, R2 500 TFG
Silver Tier (R6,000)	R2 000 Webtickets, R2 000 Uber®/Uber Eats, R2 000 TFG
Blue Tier (R4,000)	R1 000 Webtickets, R2 000 Uber®/Uber Eats, R1 000 TFG

9.1. The Uber®/Uber Eats Voucher:

The lifestyle package reward entitles the participant to an Uber®/Uber Eats voucher up to the maximum value of R4 000 (Four Thousand Rand) **[Gold Reward Tier]**, R2 000 (Two Thousand Rand) **[Silver Reward Tier]** or R2 000 (Two Thousand Rand) **[Blue Reward Tier]**, per respective Tier with the following conditions:

- 9.1.1 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. [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 87 232 2345.] The Organiser cannot be held responsible for SMSs not received by participants.
- 9.1.2 Once the participant has redeemed, the Uber®/Uber Eats voucher is valid for 6 (six) months from the date of issue.
- 9.1.3 In an instance whereby a participant has multiple Uber®/Uber vouchers and receives an invalid message upon use on app, the Uber®/Uber Eats voucher is to be utilized against a different Uber®/Uber Eats account or contact +27 87 232 2345 for further assistance.
- 9.1.4 The Uber®/Uber Eats voucher code may only be redeemed via the Uber® or Uber Eats app.
- 9.1.5 The Uber®/Uber Eats voucher code cannot be redeemed for cash, refunded, or returned, except as required by law.

- 9.1.6 Value from a 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.
- 9.1.7 No cash balance will be given as change.
- 9.1.8 Misuse of the Uber®/Uber Eats voucher code may constitute fraud.
- 9.1.9 The voucher value will remain until the balance is either depleted or the expiry date is reached, whichever occurs first.
- 9.1.10 The Uber®/Uber Eats voucher cannot be replaced if lost or stolen.
- 9.1.11 In certain cases, Uber®/Uber Eats may limit or decline to honour the voucher code value if the participant is unable to present satisfactory proof of identity upon request.
- 9.1.12 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.
- 9.1.13 The participant may be required to add a secondary payment method to use the voucher code value with Uber®/Uber Eats apps.
- 9.1.14 The participant will be required to download the Uber®/Uber Eats app to use vouchers.
- 9.1.15 The participant must have a card linked to the Uber®/Uber Eats app for the voucher to work.
- 9.1.16 The Organizer is not responsible for lost or stolen voucher codes, or unauthorized use.
- 9.1.17 All Uber®/Uber Eats orders need to be booked via the Uber®/Uber Eats app.
- 9.1.18 Uber®/Uber Eats vouchers are subject to Uber's regular Terms and Conditions, which are subject to change, unless otherwise specified in this section.
- 9.1.19 Any assistance on your Uber®/Uber order can be requested via the in-app support system.

9.2 Webtickets Voucher:

The lifestyle package reward entitles the participant to a Webtickets voucher up to the maximum value of R3 500 (Three Thousand Five Hundred Rand) **[Gold Reward Tier]**, R2 000 (Two Thousand Rand) **[Silver Reward Tier]** or R1 000 (One Thousand Rand) **[Blue Reward Tier]**, per respective tier with the following conditions:

- 9.2.1 The Webtickets reward entitles the participant to a Webtickets voucher up to the value of their allocated tier.
- 9.2.2 Vouchers only redeemable on Webtickets South Africa website.
- 9.2.3 The participant will be required to redeem their Webtickets voucher code via the Reward Redemption Platform which will be provided to the participant when they received their Reward Voucher 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 87 232 2345**. The Organiser cannot be held responsible for SMSs not received by participants.

- 9.2.4 Once redeemed and loaded to a profile on the Webtickets website, participant's will be able to use their credit until funds are depleted.
- 9.2.5 Vouchers are valid for 1 (One) year from date of issue.
- 9.2.6 If the value of the purchase is more than the value of the voucher, the participant will be required to pay in the difference.
- 9.2.7 Webtickets vouchers are not refundable and cannot be used in exchange for other vouchers.
- 9.2.8 For full Terms and Conditions please visit: http://www.webtickets.co.za/item.aspx?itemid=1248

9.3 TFG eGift Card:

The lifestyle package reward entitles the participant to a **fashion and lifestyle** TFG eGift Card up to the maximum value of R2 500 (Two Thousand Five Hundred Rand) **[Gold Reward Tier]**, R2 000 (Two Thousand Rand) **[Silver Reward Tier]** or R1 000 (One Thousand Rand) **[Blue Reward Tier]**, per respective Tier with the following conditions:

- 9.3.1 The participant will be required to redeem their TFG eGift Card via the Reward Redemption Platform which will be provided to the participant when they received their Reward Voucher 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 87 232 2345. The Organiser cannot be held responsible for SMSs not received by participants.
- 9.3.2 TFG eGift Cards are valid for 1 (One) year from the date of issue.
- 9.3.3 TFG eGift Cards can be redeemed at any of the following TFG stores (if available in your South Africa): Foschini , American Swiss, Archive, Fabiani, G-Star Raw, Galaxy & Co, Hobbs London, Jet, Johnny Bigg, Markham, Phase Eight, Relay Jeans, RFO, Rockwear, Sneaker Factory, Sportscene, Sterns, Tarocash, The Fix, Totalsports, Whistles and Yd.
- 9.3.4 TFG eGift Cards can only be redeemed in the country where they were issued.
- 9.3.5 TFG eGift Cards cannot be used to reduce an outstanding balance on a TFG account.
- 9.3.6 Change for any value remaining on an eGift Card TFG after redeeming it, will not be given. If partially redeemed, participant to provide cell number to receive a new TFG eGift card number with the balance of funds.
- 9.3.7 TFG eGift Cards can be redeemed in conjunction with a voucher when making a purchase online or in-store.
- 9.3.8 TFG eGift Cards can be used in full or for part payment of goods which you buy in-store or online.
- 9.3.9 If a store is offline, you will not be able to purchase or redeem an TFG eGift card.

- 9.3.10 TFG eGift Card purchase and redemption transactions cannot be reversed.
- 9.3.11 TFG eGift Cards cannot be exchanged for cash.
- 9.3.12 TFG eGift Cards are treated as cash and therefore any lost or stolen eGift cards will not be replaced. If your eGift Card is lost or stolen, the participant must report this at the closest TFG store or call Customer Services (number below). The TFG eGift Card will be blocked immediately and will only be replaced if the value on the TFG eGift Card has not yet been redeemed.
- 9.3.13 To check TFG eGift Card balance, call 0860 834 834.
- 9.3.14 TFG is not liable for any lost or stolen TFG eGift Cards once purchased.
- 9.3.15 When using TFG eGift Card, the amount of a purchase will be deducted from the balance on the eGift Card.
- 9.3.16 All refunds of goods purchased with an TFG eGift Card will be made in accordance with TFG's refund policy. Any refunded amount will be credited to an TFG eGift Card and will not be given to the participant in cash.
- 9.3.17 These terms and conditions are subject to change without notice and you will bound to any changes made.

10. Reward Tier additional terms:

- 10.1. Any fraudulent behaviour 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.
- 10.2. 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 the Qualifying Products to the Participating Retailer, the following rules will apply:
 - 10.2.1. 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 +27 87 232 2345 to cancel their entry and acknowledge that they are no longer able to claim the Reward corresponding to the product model code returned.
 - 10.2.2. 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.

11. Limitation of Liability:

- 11.1. To the extent permitted by the Consumer Protection Act 68 of 2005 and any other applicable law:
 - 11.1.1. 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.
 - 11.1.2. 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).
- 11.2. 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.

12. General

- 12.1. Information regarding the Promotion that is published on authorized advertising material will also form part of the Terms and Conditions of the Promotion.
- 12.2. 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 <u>www.samsung.com/za/offer</u>. The onus rests on the participant to constantly check the website for updates to the Terms and Conditions.

- 12.3. 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.
- 12.4. 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 <u>www.samsung.com/za/offer</u>. 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.
- 12.5. This Promotion is governed by these Terms and Conditions, as well as those of the relevant authorized Participating Retailers, associated with this Promotion.
- 12.6. 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.
- 12.7. 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.
- 12.8. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
 - 12.8.1. 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;
 - 12.8.2. 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.

13. 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.