

## TERMS AND CONDITIONS FOR SIDE BY SIDE FRIDGE 560L REDEMPTION 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. This Promotion is only available while stock lasts. Please refer to this website for the current Terms and Conditions for this Promotion: <https://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. The promotion will be known as the side by side fridge 560L redemption promotion ("**Promotion**").
- 1.2. The organiser of the Promotion is Samsung Electronics South Africa Proprietary Limited, registration number 1994/003872/07 and/or its agencies ("**Organiser**").
- 1.3. "**Participating Retailer**" means Game, Makro, Builders Warehouse, JD group, Iser, Hlrschs, JD furniture and Takealot.
- 1.4. "**Qualifying Product**" means a Samsung 560L side by side fridge, non-plumbed water dispenser, gentle black matt, model code RS57DG4100B4FA 560L.
- 1.5. 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.

### 2. Promotion and Redemption Periods:

- 2.1. The Promotion will run from 21 April 2025 [00h00] to 04 May 2025 [23h59] ("**Promotion Period**").
- 2.2. The redemption period will be from 21 April 2025 [00h00] to 04 June 2025 [23h59] ("**Redemption Period**").
- 2.3. The Promotion Period and Redemption Period:
  - 2.3.1. may be extended or curtailed at the discretion of the Organiser;
  - 2.3.2. are subject to availability and the Organiser does not guarantee that the Qualifying Products will be available on the abovementioned dates.

### 3. Who may enter:

- 3.1. Participants must be natural persons who are:
  - 3.1.1. citizens of the Republic of South Africa and/or legal residents of the Republic of South Africa;
  - 3.1.2. residing in the Republic of South Africa at the date of the commencement of the Promotion Period;
  - 3.1.3. at least 18 years old at the date of the commencement of the Promotion Period.

- 3.2. 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 it or any supplier of goods and services, if they personally purchase a Qualifying Product from the Participating Retailer for their own personal use. Proof of purchase will be verified at the Organiser's discretion.
- 3.3. 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. In order to qualify for the Promotion, the participant must:
  - 4.1.1. be a participant in terms of clause 3.1 above;
  - 4.1.2. purchase a Qualifying Product from a Participating Retailer during the Promotion Period.
- 4.2. 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. The Promotion will afford a participant who has complied with the provisions of clause 4, the opportunity, during the Redemption Period, to receive, at the participants election, a:
  - 5.1.1. Samsung Galaxy Tab A9 (Wi-Fi) SM-X110; or
  - 5.1.2. Samsung 32L black solo microwave (MS32DG4504AGFA) ("collectively referred to as the **"Offer"**).
- 5.2. A participant may only select one of the Offers set out in clause 5.1 and is not entitled to receive the offer set out in clause 5.1.1 and the offer set out in clause 5.1.2.
- 5.3. The Offer:
  - 5.3.1. may only be redeemed in terms of clause 7 and not in any physical Samsung branded stores or any affiliate stores or websites, which sell Samsung products;
  - 5.3.2. is not transferable and no substitution, cash redemption or assignment of the Offer is permitted;
  - 5.3.3. is provided on a first come first serve basis and while stocks last and the Organiser cannot be held accountable once stock of the Qualifying Product or the Offer have been depleted.
- 5.4. In the event of no stock of the Offer being available, the Organiser, in its sole discretion, shall determine a suitable replacement Offer of a similar value and specification.
- 5.5. The Offer may differ from that shown on the promotional material with regard to colour and specifications and it shall be in the Organiser's sole and absolute discretion to select it.
- 5.6. The Offer is only available at the Participating Retailer during the Promotion Period and is subject to the Qualifying Products being available at the Participating Retailer.
- 5.7. Any and all tax implications and liabilities arising as a result of purchasing the Qualifying Product or receiving the Offer will be solely borne by the participant.

#### **6. Can I qualify more than once for the Offer:**

- 6.1. The participant will qualify for the Offer once for each purchase of the Qualifying Product from a Participating Retailer during the Promotion Period.

- 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 and binding.

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

- 7.1. The Offer may only be redeemed by participants during the Redemption Period and as follows:
- 7.1.1. after making their purchase, the participant must visit <https://www.samsung.com/za/offer/> and select the Offer which they want to redeem (either the offer in clause 5.1.1 or the offer in clause 5.1.2);
- 7.1.2. complete the redemption form, upload all the required documents and provide the Organiser with a daytime delivery address, before 04 June 2025;
- 7.1.3. upon the successful submission and verification of the participant and the redemption form, an email will be sent to the participant and the participant will receive their selected Offer within 7 to 14 working days from the date of the aforesaid email.
- 7.2. No redemptions for the Offer will be accepted after the expiry of the Redemption Period.

## **8. Returns Policy:**

- 8.1. In the event of a participant returning the Qualifying Product, the Offer, which they selected, must accompany such return, failing which the return of the Qualifying Product may be rejected and/or the Organiser reserves the right to claim back the value of the Offer from the participant.
- 8.2. Any participant who returns the purchased Qualifying Product during the Promotion Period forfeits the selected Offer.
- 8.3. In the event that a participant returns and/or exchanges their purchased Qualifying Product and has already redeemed the Offer, the Organiser reserves the right to claim back the value of the selected Offer from the participant.

## **9. Limitation of Liability:**

- 9.1. To the extent permitted by Consumer Protection Act No 68 of 2008 and any other applicable law 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 participant's participation in the Promotion.
- 9.2. 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).

## **10. General:**

- 10.1. Data charges may be incurred when redeeming the Offer and network rates will apply.
- 10.2. The Organiser reserves the right, at any time, to verify the validity of entries and participants (including but not limited to a participant's identity, age and place of residence) and to

disqualify any participants who submit an entry that is not in accordance with these Terms and Conditions and/or who tampers with the entry process.

- 10.3. 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 and in accordance with clause 10.4 below.
- 10.4. By participating in the Promotion, the participant agrees that the Organiser and its affiliates may contact the participant 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 participant in accordance with the Privacy Policy accessible at [www.samsung.com](http://www.samsung.com) and 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.
- 10.5. 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.
- 10.6. Information regarding the Promotion that is published in authorised advertising material will form part of the Terms and Conditions of the Promotion.
- 10.7. The Organiser 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 <http://www.samsung.com/za/offer>. The onus rests on the participant to constantly check the website for updates to the Terms and Conditions.
- 10.8. 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, unauthorised intervention or fraud, the Organiser reserves the right, in its sole discretion, to the fullest extent permitted by law: to disqualify any participant, modify, suspend, terminate or cancel the Promotion as appropriate, subject to the approval of relevant regulatory authorities.
- 10.9. Save as permitted by any law, the Organiser reserves the right to cancel, suspend or terminate this Promotion, without notice at any time and such cancellation, modification, termination or suspension shall be deemed to have taken effect from the date of publication on the Organiser's website <http://www.samsung.com/za/offer>. No liability shall lie against the Organiser in favor of any participant and/or third party arising from such cancellation, modification, suspension or termination. Accordingly, the participant by participating in this Promotion 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.

- 10.10. This Promotion is governed by these Terms and Conditions, as well as those of the relevant authorised Participating Retailer.
- 10.11. 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.
- 10.12. 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, destruction of the Qualifying Products 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.
- 10.13. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable, it will be:
  - 10.13.1. read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible;
  - 10.13.2. severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.
- 10.14. Data charges may be incurred by the participant during the redemption process of the Offer and the Organiser will not be responsible for any such costs.

#### **11. 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.