

THE SAMSUNG WASH DAYS PROMOTION POWERED BY OMO 2024 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 Wash Days Promotion powered by Omo 2024 (“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. “Qualifying Product” means the items listed as such in Clause 4.1.2 below.

2. Promotion Period:

- 2.1. The Promotion for washing machines will run from the **01 July 2024 [00h01] to 04 August 2024 [23h59] on selected Qualifying Products (“the Promotion Period”)**
- 2.2. The duration of the Promotion may be extended or curtailed at the discretion of the Organiser.
- 2.3. Promotion is valid **while stock lasts**.

3. Who may enter:

- 3.1. the participant must:
 - 3.1.1. be citizens 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 at the date of the commencement of the Promotion Period;
 - 3.1.3. be a natural person and be at least 18 (eighteen) years old at the date of the commencement of the Promotion Period;
 - 3.1.4. Purchase a Qualifying Product as set out in the table under clause 6.1. below.
 - 3.1.5. 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;

- 3.2. 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 purchased a Qualifying Product for their own personal use**. Proof of purchase will be verified at the Organiser's discretion; and
- 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. the participant must:

4.1.1. be a participant in terms of clause 3 above;

4.1.2. Purchase any of the following Qualifying Products to receive Bundles of Omo Auto Washing Powder or Omo Auto Washing Liquid ("**Qualifying Products**")

Qualifying Products	Type	Capacity	Bundles	Category
WA15CG5745BVFA	Top Loader	15KG	8kg OMO AUTO WASHING POWDER	Bundle 1
WA17CG6745BVFA	Top Loader	17KG	8kg OMO AUTO WASHING POWDER	Bundle 1
WA19CG6745BVFA	Top Loader	19KG	8kg OMO AUTO WASHING POWDER	Bundle 1
WA21CG6745BVFA	Top Loader	21KG	8kg OMO AUTO WASHING POWDER	Bundle 1
WA24A8370GV/FA	Top Loader	24KG	8kg OMO AUTO WASHING POWDER	Bundle 1
WA27B8375GV/FA	Top Loader	27KG	8kg OMO AUTO WASHING POWDER	Bundle 1
WD12BB944DGBFA	Combo	12KG	6L OMO AUTO WASHING LIQUID	Bundle 2
WD70TA046BX/FA	Combo	7KG	6L OMO AUTO WASHING LIQUID	Bundle 2
WD90T654DBN/FA	Combo	9KG	6L OMO AUTO WASHING LIQUID	Bundle 2
WF16B6400KV/FA	Front Loader	16KG	6L OMO AUTO WASHING LIQUID	Bundle 2
WW12BB944DGBFA	Front Loader	12KG	6L OMO AUTO WASHING LIQUID	Bundle 2
WW12BB944DGHFA	Front Loader	12KG	6L OMO AUTO WASHING LIQUID	Bundle 2
WW11CGP44DSBFA	Front Loader	11KG	6L OMO AUTO WASHING LIQUID	Bundle 3
WW70T4040CX/FA	Front Loader	7KG	6L OMO AUTO WASHING LIQUID	Bundle 2
WW80TA046AX/FA	Front Loader	8KG	6L OMO AUTO WASHING LIQUID	Bundle 2
WW90T554DAN/FA	Front Loader	9KG	6L OMO AUTO WASHING LIQUID	Bundle 2

Note: Bundle refers to the redemption of **4 x 2kg Omo Auto washing powder** (Stock Keeping Unit's "SKUs": 6001085126733, 6001087365437) for top loader and **3 X 2L Omo Auto washing liquid** (Stock Keeping Unit's "SKUs": 6001087384322, 6001087384353) for front loader and combo washer/dryer models.

In a case of unavailability of **2L Omo Auto washing liquid**, bundle refer to the redemption of **4 X 1.5L liquid** (Stock Keeping Unit's "SKUs": 6001087365475, 6001087356312) for front loader and combo washer/dryer models.

4.1.3. Have purchased a Qualifying Product from the following participating Retail stores in South Africa ("**Participating Retailers**")

4.1.3.1. Samsung Online store, Game, Hirsch's, House & Home, Iser, Makro, OK Furniture or Takealot

4.1.4. be in the possession of a valid proof of purchase of the Qualifying Product where the Qualifying Product was purchased from, when it was purchased and in other cases, the name of the purchaser.

4.2. A Proof of purchase will be verified at the Promoter's sole discretion.

4.3. All Participants must follow the redemption process set out in clause 7 below.

4.4. This Promotion only applies to Qualifying Products purchased from any Participating Retailers.

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 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 who purchases any Qualifying Product from the Participating Retailers during the Promotional Period an opportunity to receive the following ("**Offer**"):

6.1.1. An OMO hamper that corresponds with the Qualifying washing machine model number as set out in the table under clause 4.1.2 above.

6.2. The participant will redeem the hamper in store for purchases made at Makro and Game. For purchases made at the any other Participating Retailers, the participant must follow the redemption process set out in clause 7.3.

6.3. The Offer is not transferable. No substitutions, cash redemption, or assignment of the offer is permitted

6.4. The Offer is provided on a first come first serve basis and while stock last

6.5. The Offer may differ from that shown on the promotional material with regard to colour and specs and same shall be subject to availability and in the Organizer's sole and absolute discretion to select same.

7. Redemption of Offer:

7.1. In-Store purchase from a Makro Store:

7.1.1. The participant must select the corresponding OMO bundle offer for the Qualifying Product from the store shelf before proceeding to the till point; and

7.1.2. The OMO product must be scanned at the till point together (at the same time) with the Qualifying Product, in order to qualify for the OMO Bundle Offer.

7.1.3. The OMO Bundle Offer will be processed as a nil value at the till point as part of the transaction with the qualifying washing machine model. Whilst all efforts will be made to ensure adequate stock levels in-store, should the applicable products not be available in the Makro store at the intended time of purchase, the participant will have the opportunity to leave their contact details with the attending sales person/store manager for the hamper to then be collected when stock is fully available.

7.2. In-Store purchase from a Game Store:

7.2.1. When purchasing a Qualifying Product from a Game store, please follow these steps:

7.2.2. The Qualifying Product and all the OMO bundle offer must be scanned at the till point as per normal. The Game point of sale system will deduct the total value of hamper products off the final invoice.

7.2.3. Whilst all efforts will be made to ensure adequate stock levels in-store, should the applicable products not be available in the Game store at the intended time of purchase, the participant will have the opportunity to leave their contact details with the attending sales person who will hand the participant's details over to Unilever or contact Unilever at patsy@patsyperia.co.za to fulfil the product redemption.

7.2.4. For purchases done on Game online, the consumer needs to follow clause 7.3 for redemption

7.3. To redeem the OMO bundle associated with the Qualifying Product (excluding Game and Makro) the consumer must follow the below process:

7.3.1. The participant must visit www.samsungomowashdays.co.za to register and if all entry requirements are met, gain access to the offer.

7.3.2. The participant will be required to register on the above website, entering the below information:

- Name & Surname
- Mobile Number

- Email Address
- Sales Representative
- Preferred retailer that they will redeem the offer from. Retailer options will be available for selection which are Shoprite Checkers or Pick n Pay stores.
- The participant will select the Qualifying Product purchased through a drop down menu being either:
 - Top loader [TL] with model number
 - Front Loader [FL] with model number; or
 - washer/dryer combo model with model number
- The participant will be required to upload of proof of purchase, acceptable proof being an invoice or till slip clearly indicating the purchase of a Qualifying Product, as specified in 4.1.2.

7.3.3. Post submission of the above information, the website will communicate confirmation that the entry has been submitted and that their entry will be reviewed and either validated or rejected within 72 business hours, as well as giving the consumer the support email address – support@berele.com and SMS line should they need assistance prior to that.

7.3.4. After successfully verifying the entry, the consumer will receive a coupon via SMS to redeem at their selected retailer. The SMS copy will also include a support line SMS number should they have any challenges redeeming the coupon in store.

7.3.5. In the event that the entry is not successful, an SMS communicating that the entry was not successful will be sent to the consumer and an email address for assistance to resubmit.

7.4. No claims for the Offer in respect of the Qualifying Product will be accepted or processed after the Promotion Period.

7.5. Errors and omissions may be accepted at the Organizer's sole discretion. Failure by the Organizer to enforce any of its rights at any stage does not constitute a waiver of those rights.

7.6. Sales representatives employed at Participating Retailers may not claim the Offer on behalf of a purchasing customer. Participants must redeem the Offer on their own behalf.

8. Returns Policy:

8.1. Any participant who returns their purchased Qualifying Product during the Promotion Period forfeits their Offer.

8.2. In the event that a participant returns and/or exchanges their purchased Qualifying Product and has already redeemed the Offer, the Organizer reserves the right to claim back the value of the Offer from the participant.

9. Limitation of Liability:

9.1. To the extent permitted by the Consumer Protection Act 68 of 2005 and any other applicable law:

9.1.1. 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.

9.1.2. 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).

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 8.3 below.

10.2. 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.

10.3. 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 to the publication of their images and to participate in the Organizer's marketing material in so far as it relates to the Promotion.

10.4. Information regarding the Promotion that is published on authorized advertising material will also form part of the terms and conditions of the Promotion.

10.5. 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

<http://www.samsung.com/za/offer>. The onus rests on the participant to constantly check the website for updates to the terms and conditions.

- 10.6. 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.
- 10.7. 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 <http://www.samsung.com/za/offer> .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.
- 10.8. This Promotion is governed by these terms and conditions, as well as those of the relevant authorized participating stores, associated with this Promotion.
- 10.9. 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.
- 10.10. 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.
- 10.11. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
- 10.11.1. 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;
- 10.11.2. 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.
- 10.12. 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:

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.