

TERMS & CONDITIONS FOR THE SAMSUNG STAY CONNECTED COMPETITION

Please read these Competition terms and conditions (“Terms and Conditions”) carefully. Participation in this Competition 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 Competition. Please refer to this website for the current Terms and Conditions for this Competition: www.samsung.com/za/offer.

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

1. Competition:

Samsung Stay Connected and Stand a chance to win (“**Competition**”). The organizer of the Competition is Samsung Electronics South Africa (Proprietary) Limited, Registration number: 1994/003872/07 and/or its agencies (“**Organiser**”).

2. Competition Period:

- 2.1. The Competition will run from **15 May 2020** (07h00) to **30 June 2020** (23h59) (“**the Competition Period**”).
- 2.2. The Competition Period may be extended or curtailed at the discretion of the Organiser and will be communicated on the Samsung Mobile South Africa’s Twitter page/account.

3. Who may enter:

- 3.1. All participants must:
 - 3.1.1. be citizens of the Republic of South Africa and/or a legal residents of the aforesaid country,
 - 3.1.2. must be currently residing in the Republic of South Africa at the date of the commencement of the Competition Period.
 - 3.1.3. must be a natural person and be at least 18 (eighteen) years old at the date of the commencement of the Competition Period.

3.2. Participation in this Competition excludes 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 in connection with the Competition and their spouses, life partners, parents, children, siblings, business partners or associates.

4. How to enter

4.2 The participant must:

- a) Purchase any one of the following participating Samsung Galaxy products from an authorised retailer store or online store during the Competition Period;

Smartphones				
Galaxy Ace3_Logan	Galaxy S20	Galaxy Young2	Galaxy-A7 (2015)	Galaxy-J3 (2016)
Galaxy Ace4 Lite_Vivalto	Galaxy S20 Ultra	Galaxy Z Flip	Galaxy-A7 (2016)	Galaxy-J4
Galaxy Ace4_Vivalto-5m	Galaxy S20+	Galaxy-A01	Galaxy-A7 (2017)	Galaxy-J4+
Galaxy Alpha_Berluti-Max	Galaxy S3 Mini_Golden VE	Galaxy-A10	Galaxy-A7 (2018)	Galaxy-J4-Core
Galaxy Fame Lite_Nevis VE	Galaxy S3 Neo	Galaxy-A10s	Galaxy-A70	Galaxy-J5 (2015)
Galaxy Fold	Galaxy S4 Active_Fortius	Galaxy-A2-Core	Galaxy-A71	Galaxy-J5 (2017)
Galaxy Grand Neo_Baffin VE	Galaxy S5 Mini_Atlantic	Galaxy-A20	Galaxy-A8 (2018)	Galaxy-J6
Galaxy Mega 5.8_Crater	Galaxy S6	Galaxy-A3 (2015)	Galaxy-A80	Galaxy-J6+
Galaxy Mega 6.3_Melius	Galaxy S6 Edge	Galaxy-A3 (2016)	Galaxy-A9 (2018)	Galaxy-J7 (2015)
Galaxy Note Edge	Galaxy S6 Edge+	Galaxy-A3 (2017)	Galaxy-Core-Prime	Galaxy-J7 (2017)
Galaxy Note10	Galaxy S7	Galaxy-A30	Galaxy-Grand-Prime-Plus	Galaxy-J7-Duo
Galaxy Note10 Lite	Galaxy S7 Edge	Galaxy-A30s	Galaxy-J1 (2015)	Galaxy-J7-Neo
Galaxy Note10+	Galaxy S8	Galaxy-A31	Galaxy-J1 (2016)	Galaxy-J8
Galaxy Note5	Galaxy S8+	Galaxy-A5 (2015)	Galaxy-J1-Mini	Galaxy-On5 (2016)
Galaxy Note9	Galaxy S9	Galaxy-A5 (2016)	Galaxy-J1-Mini-Prime	Galaxy-On7 (2016)
Galaxy Pocket Neo_Corsica VE	Galaxy S9+	Galaxy-A5 (2017)	Galaxy-J1-ace	Galaxy-Xcover3
Galaxy S10	Galaxy Star Plus_Logan-2g	Galaxy-A50	Galaxy-J2 (2015)	Galaxy-Xcover4
Galaxy S10+	Galaxy Star2 Plus_Higgs-2g	Galaxy-A51	Galaxy-J2 (2018)	Galaxy-Xcover4s
Galaxy S10e	Galaxy Trend Lite_Kyle VE	Galaxy-A6+	Galaxy-J2-Core	Pride
				Z2

Tablets	
Galaxy Tab A 10.1 (2019)	Galaxy Tab S2 9.7
Galaxy Tab A 10.1 Plus (2016)	Galaxy Tab S3
Galaxy Tab A 10.5 (2018)	Galaxy Tab S4
Galaxy Tab A 7 (2016)	Galaxy Tab S5e
Galaxy Tab A 8 (2019)	Galaxy Tab S6
Galaxy Tab A Plus 9.7	Galaxy Tab S6 Lite
Galaxy Tab Active	Galaxy Tab3 Lite
Galaxy Tab Active2	Galaxy Tab4 10.1
Galaxy Tab E 9.6	Galaxy Tab4 7
Galaxy Tab S 8.4_Klimt	

*All wearables are excluded

- b) Log in to Samsung Members during the Competition Period;
- b) Access the competition banner and complete the requested details on the prescribed form; and
- c) Retain your proof of purchase.

4.3 Entry to this Competition does not make any participant a winner.

4.4 The organiser reserves the right to verify each entry before a Participant can be entered into the draw. Participants will be required to provide a copy of their proof of purchase.

4.5 The Organizer accepts no responsibility for entries lost, misdirected, illegible, late, mutilated or altered. Entries that do not comply with these Terms and Conditions will be disqualified.

4.6 Errors and omission 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.

4.7 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 The Prizes

5.1 Participants stand a chance to win one the following prizes that have been allocated per participating product below:

Tiers	Products purchased	1		2	
		Cat.	Model	Cat.	Model
Tier 1	A series, smartphone and tablet	TV	55' Curved	WM	Eco-Bubble
Tier 2	Note, S Series, Fold and Z flip	TV	75' UHD	REF	Mirror side-by-side

- 5.2 **Participants who are selected as a winner to receive a TV must be in possession of a valid TV license. The prize will be forfeited if the winner is not in possession of a valid TV license.**
- 5.3 All winners will receive a Samsung Care+ cover (i.e. 2x accidental cover over 24 months).
- 5.4 The Organizer accepts no responsibility for entries lost, misdirected, illegible, late, mutilated or altered. Entries that do not comply with these Terms and Conditions will be disqualified.
- 5.5 Samsung care plus prizes are subject to the Samsung care+ terms and conditions visit: <https://www.samsung.com/za/mobile/samsung-care-plus/>
- 5.6 Errors and omission 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.
- 5.7 It is the participant's responsibility to ensure that any information provided to the Organizer is accurate, complete and up to date.
- 5.8 The Prize is not transferable. No substitution, cash redemption, or assignment of the Prize is permitted.
- 5.9 The Organizer reserves the right to change the Prizes should they deem necessary, to a prize of similar economic value.
- 5.10 The Prize may differ from that shown on the promotional material with regard to colour and specs.

- 5.11 The Prize shall be subject to stock availability and in the event of no stock being available; the Organizer in its sole discretion shall determine a suitable replacement in accordance with the Terms and Conditions.

6 Can I enter more than once?

- 6.1 Participants can enter more than once. Only one entry allowed per participating product.

7 Selection of Winners:

- 7.1 Winners will be selected via random draw (The draw will take place on weekdays, excluding weekends), in the presence of an independent external auditor.
- 7.2 Winners will only be entitled to a prize listed under the respective product tiers.
- 7.3 Once a participant is selected as a winner, they will be further varied to ensure that they qualify as an entrant to receive the Prize. The Organiser will contact the winner in terms of which the winner will be required to furnish a copy of his / her proof of purchase, identification document or other documentation to verify that he / she complies with these Terms and Conditions.
- 7.4 If for any unforeseen reason the draw/(s) cannot take place on the aforesaid date, then the Organizer will endeavour to conduct the draw/(s) within a reasonable period thereafter and shall provide details of the new draw date on the Samsung Mobile South Africa's Twitter/Facebook account/ page.
- 7.5 The winners will be contacted telephonically via the telephone number that was provided on their entry form.
- 7.6 The Organizer shall at its sole discretion determine the time period for a Prize to be claimed or for delivery to be accepted.
- 7.7 Delivery of Prizes are subject to South African COVID- 19 Regulations and the winner must provide the Organiser with their correct contact details. The organiser will contact the winner to arrange delivery.
- 7.8 If a winner does not respond after 2 (two) attempts of being contacted telephonically the said winner forfeits the Prize and a new winner will have to be selected from remaining entries until a valid winner is located and confirmed.

- 7.9 A participant will undergo verification to the satisfaction of the Organiser.
- 7.10 A participant selected as a winner but who does not comply with the provisions of these Terms and Conditions will forfeit the Prize as a winner.
- 7.11 Winners will only be contacted if they qualify for entry as per clause 3 and 4 of these Terms and Conditions.
- 7.12 In the event that the verification is successful and the Organiser is satisfied that the participant complies with the Terms and Conditions, the Organizer will contact the winner and provide details of delivery of the Prize.
- 7.13 The results to determine the winners are final and no correspondence will be entered into.

8 Limitation of Liability:

- 8.1 To the extent permitted by Consumer Protection Act No 68 of 2008 (“the Consumer protection Act”) and any other applicable law:
- 8.1.1 The participant and/or winner(s) 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 Competition.
- 8.1.2 the Organiser excludes all warranties (express or implied), representations and liabilities regarding this Competition (other than for death or personal injury caused by its negligence and/or fraud).

9. General:

- 9.1 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.

- 9.2 In accordance with the confidentiality policies and practices of the Organiser, none of the entry details of any participant in this Competition will be disclosed or used by the Organiser for any purposes other than for entry into the Competition.
- 9.3 Participants acknowledge and accept that the Organizer may utilize a third party (the "Organiser's authorized agent/s") to contact the participant, in the event that the participant is a winner, and to arrange delivery of the Prize if applicable. In order to affect the contacting and delivery process, the Organiser's shall provide the participant's information to such third party.
- 9.4 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
- 9.5 Information regarding the Competition that is published on authorized advertising material will also form part of the Terms and Conditions of the Competition. In the event of any conflict between such advertising material and these Terms and Conditions, these Terms and Conditions shall prevail.
- 9.6 The Organiser may require the winner and the winner agrees by entering the Competition (at no cost), to be identified, photographed, filmed and the foregoing to be published in any media and the winner's name and image may be published on www.samsung.com/za/offer. Winners may however at any time decline the use of their name, likeness or image by the Organiser.
- 9.7 The Organizer 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 Organizer's website www.samsung.com/za/offer. The onus rests on the participant to constantly check the Organizer's website for updates to the Terms and Conditions.
- 9.8 If this Competition 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 participant

; or (b) to modify, suspend, terminate or cancel the Competition as appropriate, subject to the approval of relevant regulatory authorities (if required).

- 9.9 Save as permitted by Law, the Organiser reserves the right to cancel, suspend or terminate this Competition, without notice at any time, and such cancellation, suspension or termination shall be deemed to have taken effect from the date of publication on the Organiser's website www.samsung.com/za/offer. No liability shall lie against the Organiser in favor of any participant, winner(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 Organiser and hereby acknowledge that they will have no right of recourse or claim of any nature whatsoever against the Organiser.
- 9.10 Any dispute or claim arising out of or in connection with the Competition shall be governed by and construed in accordance with the laws of South Africa.
- 9.11 The Organiser reserves the right to withhold the Prize until it is entirely satisfied that the claimant of the Prize is the bona fide winner, and reserves the right to call for such proof as it may deem necessary.
- 9.12 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 Prize owing to, but not limited to, stock unavailability, strike, lock out, destruction of Prize on route to winner/s 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.
- 9.13 If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
- 9.13.1 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;
 - 9.13.2 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. 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.