

PROMOTION TERMS & CONDITIONS THE SAMSUNG BESPOKE SPRING 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: <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. **The Samsung Bespoke Spring 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. “Qualifying Product” means the items listed as such in Clause 6.1. below.

2. Promotion Period:

- 2.1. The Promotion will run from **22 September 2023 [00h01] to 29 October 2023 [23h59] on selected Qualifying Products (“the Promotion Period”)** as follows:
 - 2.1.1. **The redemption period will run within 30 days from purchase date, which will close on the 30 November 2023**
- 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 a Qualifying Product from Participating Retailers (for a full list of the selected authorized participating retailer, please visit <http://www.samsung.com/za/offer>)
 - 4.1.3. be in the possession of a valid proof of purchase of the Qualifying Product with verifiable details such as the serial/model number, where the Qualifying Product was purchased from, when it was purchased and in other cases, the name of the purchaser.
- 4.2. Proof of purchase will be verified at the Promoter'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.
- 4.5. All prices listed below are only recommended resale prices. Retailers are free to vary the prices at which the qualifying product is sold at. Promotion available at participating retailers and stockists only.

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/Promotion:

- 6.1. The Promotion will afford the participant to receive the Qualifying Product at the discounted prices or to receive a complimentary gift/s("Offer"):

Description	Model	Type	Bundle/ Promotional Offer
Bespoke 3 Door French Door Refrigerator, 630L	RF29BB8600MT/FA	Refrigerator	DeLonghi Coffee Machine ECAM450.55
Bespoke 4 Door French Door Refrigerator, 713L	RF71A967535/FA	Refrigerator	DeLonghi Coffee Machine ECAM450.55

- 6.2. Offer is not transferable. No substitution, cash redemption, or assignment of the Offer is permitted.
- 6.3. The Offer may differ from that shown on the promotional material with regard to color and specs and same shall be subject to availability and at the Organizer's sole discretion to select same.
- 6.4. The above promotional Offer is available on a "**while stocks last**" basis and the Organiser cannot be held accountable once the stock of the Qualifying Product or participating product has been depleted.
- 6.5. The promotional offer is only available in participating stores subject to the product list availability in such participating stores
- 6.6. Any and all tax implications and liabilities as a result of winning the Offer will be solely borne by the participant.

7. Redemption:

7.1. To redeem your Offer for **the Free DeLonghi Coffee Machine**, the participant must follow the following steps and/ or instructions:

Step 1: Purchase the participating Bespoke Refrigerator from any participating outlet within the Republic of South Africa during the Promotion Period.

Step 2: Upload a copy of the till slip, I.D document and serial number on <https://www.samsung.com/za/offer/Bespoke-Spring-Promotion>

Step 3: Complete and submit application form on <https://www.samsung.com/za/offer/Bespoke-Spring-Promotion>

Step 4: Upon submitting, the online form (referred to in step (3) the participant will receive an e-mail confirming their submission of the online form was successful. In the same email, the participant will receive a Reference number and contact details that must be used by the participant to escalate any queries pertaining to their submission.

Step 7: Once the Organiser has validated the participant's online form and proof of purchase of the Samsung participating Bespoke Refrigerator, the participant will receive a congratulatory message by way of email

Step 8: The organiser will then arrange for delivery of the offer according to the delivery details provided by the participant. The participant will be required to provide the Organiser with a day, time and address to enable delivery of the promotional Offer

- 7.2. **No claims for any DeLonghi Coffee Machine in respect of the Samsung Bespoke Refrigerator purchased during the Promotion Period will be accepted or processed after the Redemption Periods as stipulated in clause 2 above.**
- 7.3. Participants who encounter any technical issues when redeeming the Offer, must contact the Organizer for assistance by telephone at the following telephone number: **+27 (0) 860 726 7864.**
- 7.4. **The Organizer accepts no responsibility for faults and warranty related issues to the Promotional Offer. Should the participant experience technical or warranty related issues the Participant is required to contact De'Longhi South Africa who will assist with any faults and or repairs required. De'Longhi South Africa's customer service contact details are as follows: Service queries: service.za@delonghigroup.com; Spares queries: spares.za@delonghigroup.com; Telephonic queries for service and spare parts: 011 474 0153**
- 7.5. 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.
- 7.6. 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.
- 7.7. It is the participant's responsibility to ensure that any information provided to the Organizer is accurate, complete and up to date.
- 7.8. The Organizer will not be responsible for any costs associated with the redemption process of the Offer.

8. Limitation of Liability:

- 8.1. To the extent permitted by the Consumer Protection Act 68 of 2005 and any other applicable law:
- 8.1.1. the participant hereby indemnifies the Organizer 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.
- 8.1.2. the Organizer 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).

9. General

- 9.1. 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.
- 9.2. 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.

- 9.3. 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.
- 9.4. Information regarding the Promotion that is published on authorized advertising material will also form part of the terms and conditions of the Promotion.
- 9.5. 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.
- 9.6. 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.
- 9.7. 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.
- 9.8. This Promotion is governed by these terms and conditions, as well as those of the relevant authorized participating stores, associated with this Promotion.
- 9.9. 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.
- 9.10. 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.

9.11. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:

9.11.1. 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;

9.11.2. 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.

9.12. 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.

10. 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.

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