

## TERMS & CONDITIONS FOR TV ONE LAUNCH SIGN UP AND WIN

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: <https://www.samsung.com/za/ces/>

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

### 1. Competition:

**Samsung TV One Launch Sign Up and 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 **04 March 2024** (07h00) to **29 April 2024** (23h59) (“the Competition Period”).
- 2.2. The Competition Period may be extended or curtailed at the discretion of the Organiser

### 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

- 4.1. The participant must:
  - 4.1.1. Be a participant in terms of clause 3.1; and
  - 4.1.2. Sign up and be registered on <https://www.samsung.com/za/ces/> Samsung.com for updates on the new and upcoming **Samsung TV One Launch**.

- 4.2 Entry to this Competition does not make any participant a winner.
- 4.3 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.
- 4.4 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.
- 4.5 It is the participant's responsibility to ensure that any information that you provide to the Organizer is accurate, complete and up to date.

## 5. The Prize

- 5.1 **Five (5)** entrants stand a chance to each win **1 of 5 The Freestyle 2<sup>nd</sup> Gen smart projectors.**
- 5.2 The Prize is not transferable. No substitution, cash redemption, or assignment of the Prize is permitted.
- 5.3 The Organizer reserves the right to change the Prize should they deem necessary, to a prize of similar economic value.
- 5.4 The Prize may differ from that shown on the promotional material with regard to colour and specs.
- 5.5 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.
- 5.6 Any and all tax implications and liabilities as a result of winning the Prize will be solely borne by the winner.

## 6 Can I enter more than once?

- 6.1. The Competition is limited to one entry per participant/ persons.
- 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.

## 7. Draw:

- 7.1. The lucky draw will be held by the Organiser on the **29<sup>th</sup> of May 2024** and the winner will be selected by a random draw.
- 7.2. The draw will be supervised by an independent auditor or a registered accountant, or an attorney or an advocate.
- 7.3. The winners will be contacted by way of a phone call from our contact centre.
- 7.4. The Organizer shall at its sole discretion determine the time period for a Prize to be claimed or for delivery to be accepted.
- 7.5. Once a participant is selected as a winner, they will be verified to ensure that they qualify as an entrant.
- 7.6. A participant will undergo verification to the satisfaction of the Organiser.
- 7.7. 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.

- 7.8. Winner will only be contacted if they qualify for entry as per clause 3 and 4 of these Terms and Conditions.
- 7.9. The results to determine the winner are final and no correspondence will be entered into.
- 7.10. The Organiser will contact the winner via email to arrange delivery of the Prize.

## **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:
- 8.2. 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 participant’s entrance to the Competition.
- 8.3. 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. The Organiser will not use details of participants 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 <https://www.samsung.com/za/ces/>. 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

<https://www.samsung.com/za/ces/>. 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 Organizer, including but not limited to technical difficulties, unauthorized intervention or fraud, the Organizer reserves 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 Organizer 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 Organizer's website <https://www.samsung.com/za/ces/>. No liability shall lie against the Organizer 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 Organizer and hereby acknowledge that they will have no right of recourse or claim of any nature whatsoever against the Organizer.
- 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 Organizer 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 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 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.