

## PROMOTION 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.**

These Terms and Conditions will govern the redemption of your Samsung Gear VR (SM-R322) (“VR”). Please refer to this website for the current Terms and Conditions for this Promotion: <http://www.samsung.com/za/terms/S7plusGearVR-21022016.pdf>

All participants during the term of this Promotion agree to be bound by the following terms and conditions:

1. Promotion:  
Galaxy S7 or S7 Edge plus Gear VR (“Promotion”) .The promoter of the Promotion is Samsung Electronics South Africa (Proprietary) Limited, Registration number: 1994/003872/07 and/or its agencies (“Organizer”).
2. Promotion Period:
  - 2.1 The Promotion will run from 11 March 2016 (00h00) to 20 March 2016 (23h59) (“**the Promotion Period**”).
  - 2.2 The duration of the Promotion may be extended or curtailed at the discretion of the Organizer.
  - 2.3 Promotion is valid while stock lasts.
3. Who may enter:
  - 3.1 All participants must :
    - a. be citizens of the Republic of South Africa and/or a legal resident of the aforesaid country,
    - b. be currently residing in the Republic of South Africa at the date of the commencement of the Promotion Period,
    - c. be a natural person and be at least 18(eighteen) years old at the date of the commencement of the Promotion Period,
    - d. be in the possession of a valid identity document at the time of redemption of the VR.

- 3.2 Participation in this Promotion excludes the Organizer, 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 Promotion and their spouses, life partners, parents, children, siblings, business partners or associates.
4. How to qualify for the Promotion:
- 4.1 the participant must:
- a. Have purchased a Samsung Galaxy S7 or Samsung Galaxy S7 Edge in South Africa for either cash or on contract.
  - b. Device must be purchased between 11 March 2016 and 20 March 2016.
  - c. Have downloaded the Samsung Rewards application from the Google Play Store on a Samsung Galaxy S7 or Samsung Galaxy S7 Edge and be a registered subscriber of the Samsung Rewards service managed by the Organizer.
  - d. Have redeemed the VR through the Samsung Rewards application between 11 March 2016 and 20 March 2016.
5. Can I qualify more than once for the Promotion:
- 5.1 The Promotion is limited to one VR per valid device ID, should there be any dispute in this regard, the Organizer shall be sole adjudicator of the dispute and the Organizer's decision shall be final.
6. Offer:
- 6.1 The Promotion will afford the participant to receive a complimentary VR.
- 6.2 The VR is not transferable. No substitution, cash redemption, or assignment of the VR is permitted.
- 6.3 The VR 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 discretion to select same.
7. Terms of Delivery:
- 7.1 Delivery of the VR will occur within 4 (four) weeks of receipt of confirmation of the participants delivery details that have been supplied by the participant through the Samsung Rewards application.

7.2 The Organizers shall attempt to confirm the participant's delivery details for a period of 7 (seven) working days through 3 (three) attempts via email correspondence, 1 (one) attempt via SMS and 1 (one) attempt via telephone call. Should the participant fail to confirm their delivery details within this timeframe, the VR will be forfeited.

7.3 Delivery of the VR will occur by way of courier and the Organizer does not accept any responsibility for late/non arrivals.

7.4 In the event that the participant is unreachable or fails to claim the VR after 2 (two) attempts to deliver over a period of 10 (ten) working days, the VR shall be forfeited.

7.5 Present a valid identity document at the time of delivery of the VR.

8. Limitation of Liability:

8.1 To the extent permitted by Consumer Protection Act and any other applicable law:

- a. The participant and/or winner(s) 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.
- b. 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 9.3 below.

9.2 Participants acknowledge and accept that the Organizer shall utilise a third party (the "Organizer's authorized agent/s") to contact the participant to arrange delivery of the VR. In order to affect the contacting and delivery process, the Organizer's shall provide the participant's information to such third party.

- 9.3 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.
- 9.4 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/terms/S7plusGearVR-21022016.pdf>. The onus rests on the participant to constantly check the website for updates to the terms and conditions.
- 9.6 The Organizers reserve the right, at any time, to verify the validity of participants (including a participant's identity, age and place of residence) and to reject any participant who has not agreed to these Terms and Conditions. Errors and omission 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.
- 9.7 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.
- 9.8 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/terms/S7plusGearVR-21022016.pdf>. 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.

- 9.9 This Promotion is governed by these terms and conditions, as well as those of the relevant authorized participating stores, associated with this Promotion.
- 9.10 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.
- 9.11 To the extent that these terms and conditions conflict with the terms and conditions of Samsung Rewards application, these terms and conditions will take precedence.
- 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 VR owing to, but not limited to, stock unavailability, strike, lock out, destruction of the VR 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.
- 9.13 If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
- a. 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;
  - b. 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.