

## PROMOTION TERMS & CONDITIONS THE SAMSUNG BUY AND GET 2024 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: [www.samsung.com/za/offer](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: The Samsung Buy and Get 2024 Promotion ("Promotion").

- 1.1. The Organiser of the Promotion is Samsung Electronics South Africa (Proprietary) Limited, Registration number: 1994/003872/07 and/or its agencies ("Organiser").
- 1.2. Incentiv, a division of MMS Communications South Africa (Pty) Ltd with registration number: 1976/0107/07 ("Incentiv"), has been appointed as an agent of the Organiser for the distribution and management of the Promotion. Please read the privacy policy with application to the Protection of Personal Information Act 4 of 2013 by accessing this link: <https://www.incentivprivacypolicy.co.za/>. Please note that by accepting this Promotion Terms and Conditions, it would constitute an express consent to process your personal information for the purposes of this Promotion in line with the provisions of the Protection of Personal Information Act 4 of 2013 (as amended).

### 2. Promotion Period:

- 2.1. The Promotion will commence from **Sunday 20 October 2024 [00h01]** until **Sunday 12 January 2025 [23h59]** ("Promotion Period"), in South Africa. The purchase of the products listed in the table in clause 6.1 below ("Participating Product/s") must have taken place within the relevant Promotion Period.
- 2.2. The participant will have until **Friday 28 February 2025 [23h59]** to register for the Offer via the WhatsApp number **+27 60 042 6197**.
- 2.3. The duration of the Promotion may be extended or curtailed at the discretion of the Organiser.
- 2.4. Promotion is valid while stock of the Participating Products last and purchase of the Participating Product by the participant should be no later than **12 January 2025 [23h59]** in order to redeem the Reward as per clause 7"

### 3. Who may enter:

- 3.1. The participant must:
  - 3.1.1. be a citizen 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;
  - 3.1.3. be at least 18 (eighteen) years old at the date of the commencement of the Promotion Period;
  - 3.1.4. 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; and
  - 3.1.5. purchase in the participant's own name any of the Participating Products through a Participating Retailer, as listed in clause 6.5 ("Participating Retailer") in South Africa during the Promotion Period.
- 3.2. Misrepresentation of participants or by in-store sales representatives will result in the disqualification of the participant's claim in the Promotion and possible legal action.
  - 3.3. Participation in this promotion 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.

#### **4. How to qualify for the Promotion:**

- 4.1. The participant must:
  - 4.1.1. Be a participant in terms of clause 3.1 above;
  - 4.1.2. Purchase a Participating Product from Participating Retailers during the Promotion Period; and
  - 4.1.3. Be in the possession of a valid proof of purchase with verifiable details such as the serial/model number, proof the Participating Product was purchased from a Participating Retailer and in other cases, the name of the purchaser.
- 4.2. Proof of purchase will be verified at the Organiser's sole discretion.
- 4.3. Errors and omissions may be accepted at the Organiser's discretion. Failure by the Organiser 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 Organiser is accurate, complete, and up to date.

#### **5. Can I qualify more than once for the Offer:**

- 5.1. The participant shall qualify for the Offer once, for each purchase of a Participating Product.
- 5.2. The participant must provide a single entry per Participating Product purchased.
- 5.3. 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 an opportunity to redeem a Reward within the Blue, Silver or Gold tier ("Reward Tier") depending on the Participating Products purchased, as set out in the table below ("Offer"):

Buy & Get Participating Products				
Category	Model Code	Description	Rewards Tier	Rewards Value
Refrigerator	RF71DB975012FA	Bespoke AI Four Door Fridge with See-thru door and Beverage Centre™, White,704L	Gold	R10,000
Refrigerator	RH69B8940SL/FA	Food Showcase Side by Side Fridge with Beverage Centre™	Gold	R10,000
Refrigerator	RS65R5691B4/FA	Side by Side, 3 Door, Plumbed Water & Ice Dispenser, Gentle Black, 602L	Gold	R10,000
Refrigerator	RT50K6531SL/FA	Top Freezer Fridge, With Twin Cooling System, Clean Steel,499L	Silver	R6,000
Refrigerator	RB33T3073AP/FA	Bespoke Bottom Freezer Fridge, Panel Ready, 328L	Silver	R6,000
Refrigerator	RR39T7463AP/FA	Bespoke 1 Door Fridge, Panel Ready, 315L	Silver	R6,000
Refrigerator	RZ32T7435AP/FA	Bespoke 1 Door Freezer, Panel Ready, 315L	Silver	R6,000
Laundry	WF16B6400KV/FA	Bespoke AI 16KG Front Loader, with Eco bubble™	Silver	R6,000
Laundry	DV17B8710BV/FA	Bespoke AI 17KG Dryer, with Heat Pump Technology	Silver	R6,000
Laundry	WD12BB944DGBFA	Bespoke AI 12KG Washer Dryer, with Eco bubble™	Blue	R4,000
Laundry	WW11CGP44DSBFA	AI 11KG Front Loader, with Eco bubble™	Blue	R4,000
Laundry	WW90T554DAN/FA	9kg Front Loader, With Steam and Eco Bubble Technology	Blue	R4,000
Laundry	WW80TA046AX/FA	8kg Front Loader, With Steam and Eco Bubble Technology	Blue	R4,000
Laundry	WW70T4040CX/FA	7kg Front Loader, with Steam and Eco Bubble Technology	Blue	R4,000

Laundry	DV90BB9440GBFA	Bespoke AI 9KG Dryer, with Heat Pump Technology	Blue	R4,000
Laundry	DV90T5240AN/FA	9kg Tumble Dryer with Heat Pump Technology and Sensor Drying	Blue	R4,000
Laundry	DV80TA020AN/FA	8kg Tumble Dryer with Heat Pump Technology and Sensor Drying	Blue	R4,000
Dishwasher	DW60BB890FAPFA	BESPOKE AI 60 cm Dishwasher with Water Jet Clean™ & Auto door open	Blue	R4,000
Dishwasher	DW60BG850FSLFA	Easy Clean steel 14 Place Setting Dishwasher	Blue	R4,000

6.2. The Reward consist of vouchers categorised within 3 (Three) Reward Tiers (“Reward Vouchers”) which are available for each participant to choose from dependant on the type of Participating Product purchased.

6.3. The Reward Vouchers for each of the Reward Tiers are as follows:

	<u>Rewards Tier</u>	<u>Total Value of Rewards Voucher</u>	<u>Rewards Voucher</u>
1.	<u>Gold</u>	<u>R10 000.00</u>	<p>Choice between:</p> <p><b>Travel Package</b> consisting of:</p> <ul style="list-style-type: none"> <li>• 1 x Flight Centre Voucher of R5 500.00; and</li> <li>• 1 x Marriott® Voucher of R4 500.00</li> </ul> <p><b>OR</b></p> <p><b>Lifestyle Package</b> consisting of</p> <ul style="list-style-type: none"> <li>• 1 x Sorbet Voucher of R5 500.00; and</li> <li>• 1 x Participating Retailer Voucher of R4 500.00.</li> </ul>
2.	<u>Silver</u>	<u>R6 000.00</u>	<p>Choice between:</p> <p><b>Travel Package</b> consisting of:</p> <ul style="list-style-type: none"> <li>• 1 x Flight Centre Voucher of R3 000.00; and</li> <li>• 1 x Marriott® Voucher of R3 000.00</li> </ul> <p><b>OR</b></p>

			<b>Lifestyle Package</b> consisting of <ul style="list-style-type: none"> <li>• 1 x Sorbet Voucher of R3 000.00; and</li> <li>• 1 x Participating Retailer Voucher of R3 000.00.</li> </ul>
3.	<b><u>Blue</u></b>	<b><u>R4 000.00</u></b>	<ul style="list-style-type: none"> <li>• <u>1 x Participating Retailer Voucher of R1 000.00; and</u></li> <li>• <u>1 x Sorbet Voucher of R1 000.00; and</u></li> <li>• <u>1 x One Night Protea Bonus Break package Marriot® Voucher</u></li> </ul>

6.4 **Blue Rewards Tier does not allow the participant a choice of alternatives like with Gold Rewards Tier and Silver Rewards Tier.**

6.5 All purchases of the Participating Products can be made through any branch of the below authorised Participating Retailers in South Africa during the Promotion Period:

Participating Retailers			
Bawas Furnishers	Hirschs Homestores	Pick n Pay Hyper	Stax
Builders Warehouse	Incredible	Masons	Tafelberg
Diamond Corner	Kloppers	Ramas	Take-a-lot
Digital Experience	Makro	Samsung Online Store	Fourways Online
Expert Stores	Metro Home Centre	Samsung Store	Shoprite
Fourways Online	Metro Menlyn	Save Hyper	House & Home
Game	New World	Simplex Radio	Other
HiFi Corporation	OK Furniture	Sounds Great	

6.6 Offer is not transferable. No substitution, cash redemption, or assignment of the Offer is permitted.

6.7 Marriott®, Flight Centre, Sorbet and the Ringfenced Participating Retailers are the only authorised vouchers partners for purposes of this Promotion ("Voucher Partners"). All Rewards Vouchers may be subject to separate terms and conditions and return policies of each of the Voucher Partners applicable to each Rewards Voucher.

## 7. **Reward Registration and Redemption:**

7.1. To redeem the Reward as per the above table in clause 6.1 ("**Reward**"), the participant must do the following:

### **Step 1: WhatsApp Entry Registration:**

- Upon purchase of a Participating Product within the Promotional Period, the participant will receive a proof of purchase from the Participating Retailer and will be required to save the dedicated Promotion **WhatsApp number +27 60 042 6197** as a contact on their device (only Republic of South Africa network carriers are permitted to enter) or alternatively scan the QR code featured on the in-store marketing material featured by the Participating Retailer.
- Upon sending an initial “Hi” message via the dedicated WhatsApp number, the participant will follow the prompted WhatsApp messages to complete the entry process via WhatsApp. Information required includes the following: 1) product model code, 2) name and surname, 3) ID number/ passport number, 4) clear copy of ID, 5) email address, 6) purchase date of Participating Product, 7) name of Participating Retailer where the Participating Product was purchased, 8) clear image of the proof of purchase and 9) clear image of the serial number on product (**not on the box**).
- Once the participant has completed their submission on WhatsApp, the verification period by the Organiser will take up to **14 (fourteen) working days** from the date of the WhatsApp Entry Registration. If the contents of the participant's WhatsApp Entry Registration have been received and found incorrect/ incomplete for whatever reason, the participant will not receive their Offer. The responsibility to provide the correct information, and any liability or damages suffered as a result of such failure, rests with the participant. This WhatsApp Entry Registration process must be received by no later than **Friday 28 February 2025 [23h59]**, as per clause 2.2.  
(“WhatsApp Entry Registration”)

#### **Step 2: Reward Registration Pin Code:**

- Once the participant has completed the WhatsApp Entry Registration, the contents of his/her submission will be evaluated and if all the content is correct, the submission will be successfully verified by the Organiser, and the participant will be sent a pin code (“Reward Registration Pin Code”) via SMS to the phone number used for purposes of the WhatsApp Entry Registration. The SMS will contain a concierge service contact telephone number that the participant will be required to call within 3 (three) months from the date on which the Rewards Registration Pin Code is issued via SMS to select the corresponding Reward Vouchers (“Concierge Service Call”). Any costs relating to the Concierge Service Call will be for the account of the participant.
- Any participant who has unsubscribed from receiving marketing SMS’s will not receive the SMS and it is the participant’s responsibility to notify the Organiser on **+27 87 232 2350**. The Organiser does not accept responsibility for SMSs not received by participants and/or for the participant not being able to make the Concierge Service Call for whatsoever reason.

#### **Step 3: Reward Voucher Redemption Digital Form:**

- During the Concierge Service Call, the participant will be asked to provide the Reward Registration Pin Code which they received via SMS. A form ("Reward Redemption Digital Form") via a weblink will be emailed to the participant to the email address provided during the WhatsApp Entry Registration to complete and submit on the weblink, confirming the chosen Reward Voucher. All Concierge Service Calls are recorded.
- Once the Reward Redemption Digital Form has been received via the weblink and verified by the Organiser, the participant will receive a unique voucher pin code ("Reward Voucher Pin Code") via SMS within 10 (ten) working days from date of submission of the Reward Redemption Digital Form containing a unique voucher pin code applicable to the selected Rewards Voucher ("Reward Voucher Pin Code"). Should the participant not receive the Reward Voucher via SMS within such 10 (ten) working days, the participant must contact **+27 87 232 2350**.
- The participant has 3 (three) months from the date the Reward Registration Pin Code is issued via the Reward Registration Pin Code SMS, to make the Concierge Service Call and select their chosen Reward Voucher, failing which the Reward Voucher will be forfeited. The completed Reward Redemption Digital Form must be submitted via the weblink within this 3 (three) months from the date on which the Rewards Registration Pin Code is issued via Reward Registration Pin Code SMS in order to redeem the Reward.

#### **Step 4: Reward Voucher Redemption:**

- Redemption of all Reward Vouchers will be via the dedicated web address ("Reward Redemption Platform") as stated in the Reward Voucher SMS.
- The participant will be required to log into the Reward Redemption Platform with the Rewards Voucher Pin Code found in the Reward Voucher SMS, to redeem the Rewards Voucher allocations.
- Participants are required to redeem their Rewards Vouchers using their Rewards Voucher Pin Code within **1(one) month** of receiving their Reward Voucher SMS, otherwise the Reward Voucher is forfeited.
- A copy of the participant's ID document may need to be submitted when making a booking using his/her Rewards Voucher.
- This Reward is provided at the sole discretion of the Organiser. Every time a participant purchases a Participating Product during the Promotion Period as per clause 6.1, they are entitled to redeem the corresponding Reward Voucher once they have followed the entry instructions as listed in this clause 7. The Organisers accept no responsibility should point of sale communication materials or any other communication materials concerning this Promotion be placed on the incorrect or non-participating products by the Participating Retailer or otherwise. All Reward Vouchers are based exclusively on the Participating Product listed in clause 6.1 above.

- The Reward Voucher is not transferable and may not be substituted or exchanged for cash or anything else. In no way can this Reward Voucher be deducted off the Participating Product purchase price at any Participating Retailer.
- Once a Gold Tier or Silver Tier Reward Voucher has been selected, no changes will be permitted.
- Only the purchaser of the Participating Product will be allowed to register via the WhatsApp Entry Registration redeem the Reward Voucher. The Reward Voucher cannot be transferred to anyone other than the purchaser of the Participating Product.
- Participants will not be allowed to choose more than one Reward Voucher per Participating Product and Reward Vouchers are not interchangeable. Once a Gold Tier or Silver Tier Reward Voucher has been chosen and submitted via the Reward Redemption Digital Form, the participant will not be able to swop out or change their Reward Voucher choice. This is not applicable to Blue Tier Reward Vouchers because it entails a single reward option and no alternatives are offered.
- The participant indemnifies the Organiser and all its related agencies, against any and all damages and/or loss suffered as a result of non-performance on the part of the Participating Retailers and/or the participant. In the event of non-performance by the Participating Retailers, the participant will have a claim against the Participating Retailers only.

## 8. Travel Package:

The Gold Tier and Silver Tier travel Reward Voucher consists of a Rand denominated Flight Centre voucher and Marriott® vouchers depending on the participant's qualifying Rewards Tier. The Blue Tier Reward Voucher consists of a 1 (one) x Night Protea Bonus Break Marriott® Voucher, as stipulated in the table in Clause 6.3 above.

**All travel must be completed by 28 February 2026, failing which the Reward will be forfeited and the participant shall not have any claim against the Organiser as a result thereof. All bookings for Flight Centre and Marriott® Rewards must be received by 30 November 2025 (23:59) at the latest.**

The participant will be required to visit and contact the relevant Voucher Partner associated with any of the Travel Package reward i.e. Flight Centre or Marriott®, through their dedicated booking websites and/or contact centres as stated on the respective Rewards Vouchers for Flight Centre and Marriott®. In addition to any additional terms and conditions that the relevant Voucher Partner may impose on the Rewards Voucher via their websites and/or contact centres, all Travel Packages will be subject to the following terms and conditions:

### 8.1 Flight Centre Voucher:



- 8.1.1 The Flight Centre Voucher is subject to the following conditions
- 8.1.2 Bookings are for local destinations within South Africa only.
- 8.1.3 One of the guests travelling must be the person who purchased the Participating Product, and the Flight Centre Voucher cannot be transferred or exchanged for cash.
- 8.1.4 Cancellations or changes after confirmation of any bookings will not be permitted.
- 8.1.5 The participant may only make a booking 48 hours post receipt of Reward Voucher Pin Code for Flight Centre received via SMS.
- 8.1.6 All bookings must be made directly with Flight Centre on the number provided on the Rewards Voucher SMS.. No bookings will be accepted via any other Flight Centre booking online channel or instore.
- 8.1.7 When using 1 (one) Flight Centre Voucher to book flights for more than 1 (one) person, all flights need to be taken simultaneously, with all passengers flying to the same destination, on the same flight. Flights cannot be split across multiple flight routes, dates, or passengers.
- 8.1.8 Bookings are subject to limited availability. In the event that dates requested are not available, the participant will be required to provide alternative dates.
- 8.1.9 If the value of the booking exceeds the value of the Flight Centre Voucher, the balance is payable by the participant.
- 8.1.10 The Flight Centre Voucher is multi-use, and the full value of the Flight Centre Voucher may be used until the value has been depleted or the voucher has expired, whichever is reached first.
- 8.1.11 This Flight Centre Voucher operates on an e-ticket system and presentation of an ID document of the passenger will be required when checking in.
- 8.1.12 Any additional charges over and above the value of the participant's Flight Centre Voucher or arising from additional passengers will be for the participant's own account.
- 8.1.13 The Organiser and its agencies cannot be held liable for any changes to flight schedules, routes and destinations, flight delays or loss of baggage.
- 8.1.14 Reward Voucher Pin Code for Flight Centre cannot be used in conjunction with any other promotional offer.

## 8.2 **Marriott® Voucher:**

- 8.2.1 Gold Tier and Silver Tier Rewards Vouchers can be utilized for accommodation bookings with Marriot® within South Africa only. Blue Tier Reward Vouchers may only be made on the Protea Hotel **"BONUS BREAK" package** and no other class of accommodation will be available to the participant under the Blue Tier Reward Voucher. This package includes accommodation for 2 (two) people for 1 (one) night in a standard room only. The Protea Hotel **"BONUS BREAK"** package is based on availability of the pre-negotiated **"BONUS BREAK"** packages at the respective Protea hotels listed on the Marriot® website. **Publicly advertised availability at Protea Hotels, and/or prices and**

**packages given by Protea Hotel or displayed in the media or any other website, may differ to those provided on the Reward Voucher, and does not recognize or refer to these pre-negotiated packages, and is therefore not applicable to this Promotion.**

- 8.2.4 Bookings are subject to availability at time of booking.
- 8.2.5 This Marriott® Voucher is valid till 28 February 2026 and is not extendable. All booking needs to be made by 30 November 2025.
- 8.2.6 Only 1 (one) Marriott® Voucher may be used per booking.
- 8.2.7 For Gold and Silver tier Participants, if the value of the booking exceeds the value of the Marriott® Voucher, the balance is payable by the participant.
- 8.2.8 The Gold and Silver tier Marriott® Voucher is single-use, and the full value of the voucher must be consumed against a single reservation, or the balance will be forfeited.
- 8.2.9 One of the guests staying must be the participant who purchased the Participating Product, and the Reward cannot be transferred or exchanged for cash.
- 8.2.10 The participant may only make a booking 48 hours post receipt of their Reward Voucher Pin Code for Marriott®.
- 8.2.11 Once the Marriott® voucher has been received by the participant, they will be required to book their accommodation online via the dedicated Marriott® website [www.proteavouchers.com](http://www.proteavouchers.com). This is the only platform on which bookings for this Promotion can be made. No direct contact, telephonic, email or otherwise with individual hotels, other websites or head office is permitted. The participant will only be able to book at the hotels available on this website on available dates.
- 8.2.12 The Reward Voucher excludes the following: Laundry charges, landline calls made from the hotel room, mini bar charges, transport to and from the participant's home and the hotel, in house movies, entertainment, travel insurance, travel, spending money, all meals and alcohol and any other incremental. These costs will be for the participant's own expense. All costs incurred during the stay will be charged to the participant at checkout.
- 8.2.13 Extra charges are payable in cash, or by credit card upon departure from Protea Hotel.
- 8.2.14 The issue of this Rewards Voucher does not imply or confer any credit facilities with Protea Hotel.
- 8.2.15 The Rewards Voucher is not exchangeable for cash, or any other service provided by Protea hotel. No upgrades are allowed.
- 8.2.16 Marriot® reserves the right to cancel or withdraw any voucher if, in their opinion, it is subject to misuse of any nature.
- 8.2.17 The Rewards Voucher is not transferable and may not be sold.
- 8.2.18 Cancellations or changes after confirmation of booking will not be permitted.
- 8.2.19 The booking confirmation must be presented at Protea Hotel on arrival for check in. The Organiser and its agents cannot accept any liability for any failure to present proof

of confirmation at check in by the participant, which may result in refusal to accept the reservation.

- 8.2.20 The Rewards Voucher is subject to Marriot's® regular terms and condition:  
<https://www.marriott.com/about/terms-of-use.mi#accordion-64e1843bb8-item-fc387044b3>

## 9. Lifestyle Package:

The Lifestyle Package consists of a Rand denominated Participating Retailer Voucher, **and** Sorbet Voucher depending on the participant's Rewards Tier, as stipulated in the table in Clause 6.3 above ("Lifestyle Packages").

The participant will be required to visit and contact the relevant Voucher Partner associated with any of the Lifestyle Package reward i.e. Participating Retailer Voucher and Sorbet Voucher through their dedicated booking websites and/or contact centres as stated on the respective Rewards Vouchers for Participating Retailer Voucher and Sorbet Voucher. In addition to any additional terms and conditions that the relevant Voucher Partner may impose on the Rewards Voucher via their websites and/or contact centres, all Lifestyle Packages will be subject to the following terms and conditions:

### 9.1. The Participating Retailer Voucher

- 9.1.1 The Participating Retailer Voucher is ringfenced and limited to the Participating Retailer that the participant purchased their Participating Product from during the Promotion Period.
- 9.1.2 The Retailer Voucher allocated to the participant will be determined as follows:

Participating Product Purchased from:	Participating Retailer Voucher that will be allocated:
Makro	Makro voucher
Hirschs Homestores	Hirsch voucher
Game	Game voucher
Kloppers	Kloppers voucher
Expert stores	Expert Stores voucher
Tafelberg	Tafelberg voucher
Takealot	Takealot.com voucher
Samsung	Samsung E-store voucher
HiFi Corporation	Hi-Fi Corporation voucher
House & Home	Shoprite/ Checkers voucher
Other	E-store voucher

- 9.1.3 Participating Retailer Vouchers can not be transferred or exchange for cash or any other retailer or Participating Retailer voucher or reward offer.

- 9.1.4 The Participating Retailer Voucher entitles the participant to a voucher up to the value of their allocated Rewards Tier, specifically for the Lifestyle Rewards.
- 9.1.5 Once the Participant has redeemed the Participating Retailer Voucher. It will be valid for 1 (one) year from date of issue.
- 9.1.6 The allocated Retailer Vouchers are subject to the specific Retailers' regular Terms and Conditions, which are detailed on the Reward Redemption Platform.

**9.2. The Sorbet Voucher:**

- 9.1.1 Once the participant has redeemed the Sorbet voucher, the voucher is valid for 1 (one) year from the date of issue.
- 9.1.2 The Sorbet Voucher cannot be exchanged for cash or credit.
- 9.1.3 The Sorbet Voucher can only be redeemable in-store at a Sorbet branch in South Africa.
- 9.1.4 No cash balance will be given as change.
- 9.1.5 The Sorbet Voucher value will remain until the balance is either depleted or the expiry date is reached, whichever occurs first.
- 9.1.6 The Sorbet Voucher cannot be replaced if lost or stolen.
- 9.1.7 The Sorbet Voucher is redeemable for treatments and/or products offered by Sorbet up to the value of the Sorbet voucher.
- 9.1.8 The treatments offered via the Sorbet Voucher excludes aesthetic and medical skin treatments (including but not limited to lasers, botox, fillers, and facial threads).
- 9.1.9 The Sorbet Voucher is valid at any branch of Sorbet Salon, Sorbet Drybar, Sorbet Nail bar, Sorbet Man, Sorbet Skin venues or standalone Candi & Co. nationwide.
- 9.1.10 Sorbet Vouchers are subject to Sorbet's regular terms and conditions, which are subject to change, unless otherwise specified in this section.

**10 Reward Tier additional terms:**

- 10.1 Any fraudulent behaviour will result in an immediate cancellation of issued Rewards Voucher allocated to the participant. The Organisers reserve its rights in law to pursue appropriate compensation and / or to institute criminal proceedings. The Organisers accept no responsibility for incomplete, lost, misdirected, illegible, late, or altered registrations received via the WhatsApp Entry Registration process. Registrations that do not comply with these Terms and Conditions will be disqualified. The Organisers reserve the right to investigate any participant's actions regarding any aspect of this Promotion, as well as the Reward Voucher and the redemption thereof.
- 10.2 Where a participant purchases a Participating Product and returns the same Participating Product purchased during the Promotion Period, the participant will forfeit his/her Reward Voucher and the following rules will apply:

- 10.2.1 A participant returns or exchanges their purchased Participating Product for any reason whatsoever with the Participating Retailer after starting the WhatsApp Entry Registration process, the participant must call the Organiser on +27 87 232 2350 to cancel his/her entry to the Promotion and acknowledge that he/she is no longer able to claim the Reward Voucher corresponding to the Participating Product model code being returned;
- 10.2.2 If the participant has already redeemed the Reward Voucher and then returns or exchanges the Participating Product after redemption, the Organisers reserve the right to claim back the value of the Reward Voucher from the participant.

## **11 Limitation of Liability:**

- 11.1 To the extent permitted by the Consumer Protection Act 68 of 2005 and any other applicable law:
- 11.1.1 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.
- 11.1.2 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).
- 11.1.3 The Organiser will make every reasonable effort to maintain and/monitor the Promotion. However, to the extent permitted by Consumer Protection Act and other applicable law: (a) you agree that the Organiser will not be liable or responsible for, and (b) you hereby release the Organiser and its respective agents, affiliates, assigns, directors, officers, subsidiaries, holding companies, service providers, suppliers, employees, or representatives from, and hereby indemnify each of us against all claims in respect of: any loss, liability or damage of whatsoever nature arising from or suffered in connection with this Promotion, by you or any other person, for whatever reason, including as a result of technical failures affecting the participation and prize or offer redemption, incorrect winner announcements, error, mistakes, omission, interruption, defects, deletion, delay in operation or transmission, viruses, communication line or telephone, mobile or satellite network failure, technical problems or traffic congestion on the internet or website, software failure whether resulting or not from any force majeure or from theft, destruction or unauthorized access to our systems.

**The sub-paragraph above has important legal consequences for you. It limits our risk and liability, and you undertake to hold us harmless in the event that you have any claim to us. If for any reason we make a mistake, there is a technical error, or any circumstances listed above arise, you will not be able to pursue any action or claim**

**against us for any loss or damage suffered. You also indemnify us for any claims which may be made by third parties.**

## **12 General**

- 12.1.1 Information regarding the Promotion that is published on authorized advertising material subject to the Terms and Conditions of the Promotion.
- 12.1.2 The Organiser'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 Organiser's website [www.samsung.com/za/offer](http://www.samsung.com/za/offer). The onus rests on the participant to constantly check the website for updates to the Terms and Conditions.
- 12.1.3 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 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 entrant; or (b) to modify, suspend, terminate or cancel the Promotion as appropriate, subject to the approval of relevant regulatory authorities.
- 12.1.4 Save as permitted by Law, the Organiser 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 Organiser's web [www.samsung.com/za/offer](http://www.samsung.com/za/offer). No liability shall lie against the Organiser in favour of any participant 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.
- 12.1.5 This Promotion is governed by these Terms and Conditions, as well as those of the relevant authorized Participating Retailers, associated with this Promotion.
- 12.1.6 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.
- 12.1.7 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 Reward owing to, but not limited to, stock unavailability, strike, lock out, 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.
- 12.1.8 If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:

- 12.1.8.1 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;
- 12.1.8.2 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.

### **13 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.