

## **TERMS & CONDITIONS FOR THE \_Samsung Mobile South Africa Unpacked 2015 \_ COMPETITION**

These Terms and Conditions will govern your participation in the **Samsung Mobile South Africa Unpacked 2015** ("Competition"). You are deemed to have read and consented to these terms and conditions before entering this Competition. 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 Competition agree to be bound by the following terms and conditions:

1. The Promoter of the Competition is Samsung Electronics South Africa (Proprietary) Limited, Registration number: 1994/003872/07 and/or its agencies ("Organizers").
2. The Competition will run from 20 February 2015 01:00 am to 05 April 2015 11:59pm ("the Competition Period"). The duration of the Competition may be extended or curtailed at the discretion of the Organizers.
3. Entry to this Competition does not make any participant a winner.
4. All participants must :
  1. be citizens of the Republic of South Africa and/or a permanent residents of the aforesaid country,
  2. must be currently residing in the country at the date of the commencement of the abovementioned period,
  3. must be at least 18(eighteen) years old at the date of the commencement of the abovementioned Competition Period.
5. The Competition will include an opportunity for the participant to be entered into a lucky draw with the chance of winning 1 of 6 prizes. The prizes will be the new Galaxy Product, the name of which will be announced on or around 1 March 2015 (the "Prize")
6. To be eligible to participate in this Competition, the participant must:
  1. visit the Samsung South Africa website (<http://www.samsung.com/za/>), and
  2. complete all required information on the mentioned webpage
7. The Organizer reserves the right, at any time, to verify the validity of entries and participants (including 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 or who tampers with the entry process. 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.
8. The lucky draw will be held by the Organizers on the 09 April 2015 and will be supervised by an independent auditor or a registered accountant, or an attorney or an advocate. The draw results to determine the winners are final and no correspondence will be entered into.
9. If for any unforeseen reason the draw cannot take place on the aforesaid date, then the Promoter will endeavour to conduct the draw within a reasonable period thereafter and shall provide details of the new draw date on the Samsung South Africa website
10. The winners will be called on the winner's mobile number supplied by the winner when entering the Competition. The Promoter shall attempt to contact the winner for a period

of 10 (ten) working days after his or her name is drawn as a winner where after the winner will forfeit the prize as set out in clause 11 below.

10. The decision of the Organizer is final and the Organizer shall not enter into any correspondence about the result. 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.
11. In the event that the winner is unreachable as set out in clause 9 above, ineligible or fails to claim the Prize, the Prize shall be forfeited to another winner based on the same terms and conditions.
12. The Competition is limited to one entry per participant, should there be any dispute in this regard, the Organizers shall be sole adjudicator of the dispute and the Organizers' decision shall be final.
13. In accordance with the confidentiality policies and practices of the Organizer, none of the entry details of any participant in this Competition will be disclosed or used by the Organizer for any purposes other than for entry into the Competition. Participants acknowledge and accept that the Organizers shall utilise a third party (the "Organizer's authorized agent/s") to contact the participant, in the event that the participant is a winner, and to arrange delivery of the Prize. In order to effect the contacting and delivery process, the Organizer's shall provide the participant's information to such third party. 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.
  - 13.1 By entering the competition in accordance with clause 7 above the participant acknowledges that he/she's details will be given to he/she's selected operator and that the operator shall contact the participants directly
14. Prizes are not transferable and the recipients may not substitute the prize for cash.
15. The Organizer reserves the right to change the prize should they deem necessary, to a prize of similar economic value.
16. Information regarding the Competition that is published on authorized advertising material will also form part of the terms and conditions of the Competition.
17. The Organizer and/or its appointed agents collect customer information to conduct the offer and may, for this purpose, disclose such information to third parties, including but not limited to, agents, contractors, service providers, offer suppliers and as required, to South African regulatory authorities.
18. The Organizer 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 <http://www.samsung.com/za/offer/>. Winners may however at any time decline the use of their name, likeness or image by the Organizers.
19. 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 Organizers website <http://www.samsung.com/za/offer/>

20. 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 Organizers, including but not limited to technical difficulties, unauthorized intervention or fraud, the Organizers 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 Competition as appropriate, subject to the approval of relevant regulatory authorities.
21. The Organizers reserves the right to cancel, suspend or terminate this Competition, without notice at any time and no liability shall lie against the Organizers 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 Organizers and hereby acknowledge that they will have no right of recourse or claim of any nature whatsoever against the Organizers.
22. To the extent permitted by law, the Organizers exclude 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).
23. This Competition is governed by these terms and conditions, as well as those of the relevant authorized participating stores, associated with this Competition. 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 Competition
24. 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.
25. The Organizers, 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 are not eligible to participate in or enter the Competition.
26. The Organizers reserve 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.
27. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
  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;
  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.