

“IT’S A SAMSUNG AND CELL C SUMMER” 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. Please refer to this website for the current Terms and Conditions for this Promotion: <https://www.cellc.co.za/cellc/terms-conditions>

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

1. Promotion:

1.1 It’s a Samsung and Cell C Summer (“Promotion”).

1.2 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 **00:00am on 8th November 2021 to 23:59pm on 31st January 2022** on selected Qualifying Devices ("**the Promotion Period**").

2.2 The participant will have until **23:59pm on 31 January 2022** to successfully redeem the purchase via the promotions WhatsApp line. ("**Redemption Period**")

2.3 The duration of the Promotion may be amended, extended or curtailed at the discretion of the Organizer.

2.4 Promotion is valid while stocks last.

3. Who qualifies:

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 Promotion 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 Promotion Period; and

- 3.1.4 be in the possession of a valid proof of purchase of the Qualifying Devices with verifiable details such as IMEI/Model number, outlet from which the Qualifying Device was purchased from, and in other cases, the name of the purchaser.
- 3.1.5 Purchase a “Qualifying Device” as set out in the table under 4.1.2 below.
- 3.2 Proof of purchase will be verified at the Promoter’s sole discretion.
- 3.3 Misrepresentation of customers/participants by in-store sales representatives will result in the disqualification of the participant’s claim in the Promotion 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 3.1 above; and
- 4.1.2 Purchase any of the following Samsung products with the following descriptions (“**Qualifying Device**”) from any CELL C store during the Promotion Period:

Tier	Samsung Participating device	Voucher Prize Values (Automated random draw)
Tier 1	Galaxy Z Fold3, Z Flip3	Flagship R500 voucher x 200
	Galaxy S21 series	
Tier 2	Galaxy S20 FE, S21 FE	Premium R300 voucher x 500
	Galaxy A22, A32, A52, A72	
Tier 3	Galaxy A12, A3 core	Entry and Mass R150 voucher x 300

- 4.2 All purchases of the Qualifying Devices must be made through only the following participating retail stores in the Republic of South Africa (“**Participating Retailers**”) during the Promotion Period:
- 4.2.1. CELL C Owned stores
- 4.2.2. CELL C Franchise stores

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

- 5.1 The Promotion is available to multiple purchases per participant. 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 an opportunity to receive a voucher / coupon as tabled in clause 4.1.2 above to the corresponding Qualifying Device purchased ("**Offer**")
- 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 and same shall be subject to availability.
- 6.4 The above promotional Offer is available on a "while stocks last" basis and the Organizer cannot be held accountable once the stock of the promotional Offer or Qualifying Device has been depleted.
- 6.5 The WhatsApp redemption process is to be completed by no later than 31 January 2022 (23h59).

7. The Online Voucher:

- a. The Tier 1 (R500) Online Voucher is limited to the first 200 qualifying participants.
- b. The Tier 2 (R300) Online Voucher is limited to the first 500 qualifying participants.
- c. The Tier 3 (R150) Online Voucher is limited to the first 300 qualifying participants
- d. The Online Voucher Code is not transferable. No substitution is permitted.
- e. **The Online Voucher can be used at any Online Store in South Africa which accepts Mastercard.**
- f. **The Online Voucher code is valid for 3 years from date of issue.**

8. Redemption:

- 8.1 To redeem the Offer, the participant must follow the following steps and/ or instructions:

- 8.1.1. **Step 1:** Participants will learn about the “It’s a Samsung and Cell C Summer” promotion either in-store or through other communication channels.
- 8.1.2. **Step 2:** Communication will include a call to action to upgrade / purchase a Participating Device through a participating CELL C store and send their new device IMEI number to the dedicated Promotion WhatsApp line to enter.
- 8.1.3. **Step 3:** Participants goes into participating CELL C store and purchases a participating device as tabled in clause 4.1.2 above and the participant receives a proof of purchase from the participating retailer.
- 8.1.4. **Step 4:** The participant will save the dedicated Promotion WhatsApp number as a contact on their device and send their IMEI number to the dedicated Promotion WhatsApp number.
- 8.1.5. **Step 5:** The participant follows the prompted WhatsApp messages to complete the redemption process via WhatsApp, which includes sending a clear image of their proof of purchase. The verification period will take up to five (5) working days from the date of the WhatsApp submission. If the contents of the participant's WhatsApp submission have been received and found incorrect/ incomplete for whatever reason, the participant will not receive their Offer. The responsibility to provide the correct information rests with the participant.
- 8.1.6. **Step 6:** Once the participant has completed the WhatsApp process, the contents of their entry will be evaluated and if all content is correct, their entry will be verified and the participant will receive the allocated Offer via SMS based on the Tier the device falls into as tabled in clause 4.1.2 above.
- 8.1.7. **Step 7:** The Participant uses their Offer online for any purchase that supports Mastercard.
- 8.2. **Any entries that have not been received via WhatsApp by the Organiser by 31 January 2022 (23h59) will be null and void and the Offer will be forfeited.**
- 8.3. Any participant who has unsubscribed from receiving marketing SMSs will not receive the SMS with the Offer and it is the participant’s responsibility to notify the Organiser on 087 056 215. The Organiser cannot be held responsible for SMSs not received by participants.
- 8.4. Proof of purchase of the Qualifying Device from a participating CELL C store will be required by means of an upload function via **WhatsApp (084 041 2127)** as part of the redemption process. Uploading the incorrect image or document will disqualify the participant’s entry from the Promotion.
- 8.5. 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, subject to clause 8.6 below.

- 8.6. 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.
- 8.7. It is the participant's responsibility to ensure that any information provided to the Organizer is accurate, complete and up to date.
- 8.8. The Organizer and its third parties will not be responsible for any costs associated with the registration and redemption process of the Offer.
- 8.9. Participants who encounter **any technical issues** when redeeming the Offer, must contact the Organizer for assistance by email at the following email address, **Kelsey@efficiency.africa**.

11. Limitation of Liability:

- 11.1. To the extent permitted by Consumer Protection Act No 68 of 2008 and any other applicable law:
 - 11.1.1. 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 participant's entrance to the Promotion.
 - 11.1.2. 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).
- 11.2. Data charges may be incurred by the participant during the redemption process of the Offer and the Organizer and its third parties will not be responsible for any such costs.
- 11.3. Network rates apply.

12. General:

- 12.1. 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 12.7 below.
- 12.2. The participant is bound by the Promotion WhatsApp terms and conditions, where more specifically, only one (1) account per device is permitted to be registered for use

of the Promotion WhatsApp Application. Should there be any dispute in this regard, the Organisers shall be sole adjudicator of the dispute and the Organisers decision shall be final.

- 12.3. The WhatsApp Application is downloadable from Galaxy Store and Google Play Store and it is supported on the Qualifying Devices.
- 12.4. The Organiser reserves 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 sole discretion. Failure by the Organiser to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 12.5. 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 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 Promotion as appropriate, subject to the approval of relevant regulatory authorities.
- 12.6. Data charges may be incurred for downloading the WhatsApp Application. Network rates apply.
- 12.7. Participants acknowledge and accept that the Organiser shall utilize a third party agent to contact the participant and assist with the registration process. In order to affect the contacting process, the Organiser shall provide the participant's information to such third party agent.
- 12.8. Details of participants will not be used by the Organiser for Samsung or any other related communication. The participant's details will remain the responsibility of the third party validating the redemption process.
- 12.9. Information regarding the Promotion that is published on authorized advertising material will also form part of the Terms and Conditions of the Promotion.
- 12.10. The Organiser 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.cellc.co.za/cellc/terms-conditions>. The onus rests on the participant to constantly check the website for updates to the Terms and Conditions.
- 12.11. 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, suspension or termination shall be deemed to have taken effect from the date of publication on the Organizer's website <https://www.cellc.co.za/cellc/terms-conditions>. No liability shall lie

against the Organizer in favour 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 Organiser and hereby acknowledge that they will have no right of recourse or claim of any nature whatsoever against the Organizer.

- 12.12. This Promotion is governed by these Terms and Conditions, as well as those of the relevant authorized participating stores, associated with this Promotion.
- 12.13. 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.
- 12.14. To the extent that these Terms and Conditions conflict with the terms and conditions of Samsung Members Application, these Terms and Conditions will take precedence.
- 12.15. 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 Offer owing to, but not limited to, stock unavailability, strike, lock out, destruction of the Samsung Online Store Voucher on route by any means, any civil commotion or disorder, riot, threat of war, any action taken by governmental authority (including Government regulations imposed as a result of the Covid-19 pandemic) or public authority of any kind, fire, explosion, storm, flood, earth quake or other acts of God.
- 12.16. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
 - 12.16.1. 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; and
 - 12.16.2. 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:

- 13.1. 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, 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.