

COMPETITION TERMS & CONDITIONS

Please note: All travel must be redeemed within one (1) year from date of issue of the winning SMS coupon pin code.

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 ("Competition"). Please refer to this website for the current Terms and Conditions for this Competition. www.samsung.com/za/terms/maldivesholiday.

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

1. Competition:

The Samsung South Africa 2016 "Samsung Room Air Conditioner Maldives Holidays Competition" ("Competition"). This promotion will provide participants with the opportunity to stand a chance to win a coupon for a trip to the Maldives. The promoter of the Promotion is Samsung Electronics South Africa (Proprietary) Limited, Registration number: 1994/003872/07 and/or its agencies ("Organizer").

2. Competition Period:

2.1 The Competition will run from Friday the 16th of September 2016 (00.01) to Monday the 31st of October 2016 (23.59) ("the Competition Period").

2.2 The duration of the Competition may be extended or curtailed at the discretion of the Organizer.

2.3 The redemption period is 1 year from date of issue of the winning SMS coupon pin code.

3. Who may enter:

3.1 All participants must :

- a. be citizens of the Republic of South Africa and/or a legal residents of the aforesaid country,
- b. must be currently residing in the Republic of South Africa at the date of the commencement of the Competition Period.,

c. 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 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 Competition and their spouses, life partners, parents, children, siblings, business partners or associates .

4. How to enter the Competition:

4.1 The participant must purchase any one of the following Samsung aircons (refer to the qualifying models in the table below) at a participating retailer or Distributor/Dealer in South Africa during the Competition Period (for a full list of the participating retailers or Distributor/Dealer visit www.samsung.com/za/terms/maldivesholiday) and retain their proof of purchase to stand a chance to win the prizes available:

SAMSUNG ROOM AIRCON MODEL CODES					
CATEGORY	TYPE	CAPACITY	REF	UNIT	MODEL CODE
AR9000	INV	9,000	R410A	SET-IN	AR09HSSFAWKNEU
				SET-OUT	AR09HSSFAWKXEU
AR7000 Crystal	INV	9,000	R410A	SET-IN	AR09FSSDAWKNFA
				SET-OUT	AR09FSSDAWKXFA
	INV	12,000	R410A	SET-IN	AR12FSSDAWKNFA
				SET-OUT	AR12FSSDAWKXFA
	INV	18,000	R410A	SET-IN	AR18FSSDAWKNFA
				SET-OUT	AR18FSSDAWKXFA
Maldives	INV	24,000	R410A	SET-IN	AR24FSSDAWKNFA
				SET-OUT	AR24FSSDAWKXFA
	INV	9,000	R410A	SET-IN	AR09JSFPAWQNFA
				SET-OUT	AR09JSFPAWQXFA
	INV	12,000	R410A	SET-IN	AR12JSFPAWQNFA
				SET-OUT	AR12JSFPAWQXFA
Boracay	INV	18,000	R410A	SET-IN	AR18JSFPAWQNFA
				SET-OUT	AR18JSFPAWQXFA
	INV	24,000	R410A	SET-IN	AR24JSFPAWQNFA
				SET-OUT	AR24JSFPAWQXFA
	On/Off	9,000	R410A	SET-IN	AQ09TSBN
				SET-OUT	AQ09TSBX
Boracay	On/Off	12,000	R410A	SET-IN	AQ12TSBN
				SET-OUT	AQ12TSBX
	On/Off	18,000	R410A	SET-IN	AQ18TSBN
				SET-OUT	AQ18TSBX

	On/Off	24,000	R410A	SET-IN	AQ24TSBN
				SET-OUT	AQ24TSBX
Q9000	On/Off	24,000	R410A	SET-IN	AF28FSSDAWKNF
				SET-OUT	AF28FSSDAWKXFA

- 4.2 The participant must then SMS the serial number of the indoor unit to 48388 (the SMS is charged at R1.50) before 23h59 on Friday the 11th of November 2016 (registration period). The SMS will register the consumer into the draw to stand the chance to win a Maldives Holiday.
- 4.3 The Organizer will receive the list of SMS entries which have authentic serial numbers from the agency partner (Incentiv) on Friday the 18th of October 2016.
- 4.4 Winners will be drawn on Monday the 14th of November and winners are to retain their proof of purchase and other documentation required for validation – should a winner not have the documentation for validation available, they would forfeit the prize.
- 4.5 Winners will be notified on Tuesday the 15th of November 2016 when the 10 winners will each receive a SMS with the winning Coupon pin code and the Concierge Service number (086 999 0739) to call when ready to book.
- 4.6 Winners must call the Concierge Service to facilitate all bookings during operating hours of between 08.30 and 16.00 Monday to Friday.
- 4.7 All purchases must take place during the Competition Period and the SMS must be sent by 23.59 on Friday the 11th of November 2016. No late registrations will be accepted.
- 4.8 All travel must be completed within one (1) year from date of issue of the SMS Coupon pin code which will be sent on Tuesday the 15th of November 2016.
- 4.9 Entry to this Competition does not make any participant a winner.
- 4.10 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 4.4 below.
- 4.11 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.
- 4.12 It is the participant's responsibility to ensure that any information which you provide to the Organizer is accurate, complete and up to date.

5. Can I enter more than once:

5.1 The Competition is limited to one entry per Samsung aircon purchased; 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. Prize:

6.1 The Competition will include an opportunity for the participant to be entered into a lucky draw with the chance of winning one (1) of 10 x R 75,000 SMS Coupon pin codes for a Maldives holiday ("Prize").

6.2 Participants who purchase a selected Samsung Room Air Conditioner within the Competition Period and enter the Competition within the registration period, stand a chance to win one (1) of 10 Thompson's Holidays SMS Coupon pin codes for a holiday to the Maldives. The holiday packages are governed by the following terms and conditions herein described:

- a. The terms and conditions set out by Thompson's Holidays.
- b. The Thompson's Holidays Maldives holiday SMS Coupon pin code will entitle the winner to a R 75,000 Thompson's Holiday Coupon to book the Maldives holiday of their choice.
- c. The Coupon may be used for any Maldives package and must be booked via Thompson's holiday on the number provided to the winner.
- d. If the holiday that is booked exceeds the R 75,000 Coupon value, the difference will be for the winner's own expense.
- e. Should the winner not use the full value of the Coupon, they will forfeit the remaining value of the Coupon.
- f. The Coupon may only be used for one package, booked over consecutive nights.
- g. Any contravention of the bookings terms may result in the Coupon becoming null and void.
- h. The Maldives holiday will exclude any costs not included in the chosen package and these may include, but are not limited to incidentals; mini bar, drinks, meals not specified laundry, telephone calls, additional meals and room service. These costs will be for the winner's own expense.
- i. Winners may only win one Maldives holiday Coupon throughout the Competition Period.
- j. Prizes are not transferable. No substitution, cash redemption, or assignment of the Prizes are permitted.
- k. The Organizer reserves the right to change the prize should they deem necessary, to a prize of similar economic value.

- l. The Prizes may differ from that shown on the promotional material with regard to colour and specs.
- m. Any and all tax implications and liabilities as a result of winning the Prize will be solely borne by the winner.

7. Draw:

- 7.1 The lucky draw will be held by the Organizer on Monday the 14th of November 2016.
- 7.2 The draw will be supervised by an independent auditor or a registered accountant, or an attorney or an advocate.
- 7.3 The draw results to determine the winners are final and no correspondence will be entered into.
- 7.4 If for any unforeseen reason the draw cannot take place on the aforesaid date, then the Organizer will endeavour to conduct the draw within a reasonable period thereafter and shall provide details of the new draw date on the www.samsung.com/za/terms/maldivesholiday webpage.

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 Competition.
 - b. The Organizer 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 Organizer 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 or who tampers with the entry process.
- 9.2 The winners will be called on the winner's mobile number supplied by the winner when entering the Competition. The Organizer shall attempt to contact

the winner for a period of 10 (ten) working days after his or her name is drawn as a winner, were after the winner will forfeit the prize as set out in clause 9.3 below.

- 9.3 In the event that the winner is unreachable as set out in clause 9.2 above, ineligible, or fails to claim or accept delivery of the Prize, the Prize shall be forfeited to another winner based on the Terms and Conditions. Samsung shall in its own discretion determine the time period for a Prize to be claimed or for deliver to be accepted.
- 9.4 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 and in accordance with clause 9.6 below.
- 9.5 Participants acknowledge and accept that the Organizer 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 affect the contacting and delivery process, the Organizer's shall provide the participant's information to such third party.
- 9.6 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.
- 9.7 Information regarding the Competition that is published on authorized advertising material will also form part of the terms and conditions of the Competition.
- 9.8 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 www.samsung.com/za/terms/maldivesholiday. Winners may however at any time decline the use of their name, likeness or image by the Organizer.
- 9.9 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 www.samsung.com/za/terms/maldivesholiday. The onus rests on the participant to constantly check the website for updates to the terms and conditions.

- 9.10 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 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 (if required).
- 9.11 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, termination or termination shall be deemed to have taken effect from the date of publication on the Organizer's website www.samsung.com/za/terms/maldivesholiday. 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.
- 9.12 This Competition is governed by these terms and conditions, as well as those of the relevant authorized participating stores, associated with this Competition.
- 9.13 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.
- 9.14 The Organizer 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.
- 9.15 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 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.
- 9.16 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.

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, 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.