

## 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. [www.samsung.com/za/promotions](http://www.samsung.com/za/promotions)

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

1. 3 Month Google Play Music Promotion:
  - 1.1 From the date of activation, the Promotion will afford the participant (three) months subscription ("Promotion Period") to Google Play Music which entitles subscribers to listen to unlimited music from the song titles available within Google Play (“the Promotion”).
  - 1.2 The Promotion must be activated during the Redemption Period.
  
2. Redemption Period:
  - 2.1 The Promotion can be redeemed at any time from 15 March 2016 to 14 April 2017 (“the Redemption Period”).
  - 2.2 The Redemption Period may be extended or curtailed at the discretion of the Organizer.
  
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 Redemption Period; and
    - c. be a natural person at the date of the commencement of the Redemption Period.
  
4. How to qualify for the Promotion:
  - 4.1 the participant must, during the Redemption Period:

- a. have activated any Samsung manufactured smartphone or tablet (“Device”) prior to March 14, 2017, and:
  1. not be a current Google Play Music subscriber; and
  2. not have been Google Play Music subscriber in the past 12 months; and
  3. not have participated in a Google Play Music trial or similar offer in the past 12 months.
- b. set up a Google account; and
- c. activate the subscription to Google Play Music through the preloaded Google Play Music App on your Device; and
- d. provide a valid form of payment. A valid form of payment is required when you set up the Google Play Music account but you will not be charged for the use of the Google Play Music App during the Promotion Period. At the end of the Promotion Period you will be automatically charged for continued use of the Google Music App unless you cancel your subscription.

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

- 5.1 The Promotion is limited to one entry per participant and one entry per Google account during the Redemption Period. 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. Cancellation of Promotion:

- 6.1 If you cancel the subscription during the Promotion Period you will not be charged, and you will lose access to the music subscription content that you accessed during the Promotion Period (e.g. your audio history or any playlists you have created) once the Promotion Period ends.
- 6.2 If you do not cancel the subscription during the Promotion Period you will be charged a monthly subscription fee, currently in South Africa 59.99 ZAR (subject to change at the discretion of the Organizer) a month beginning the day after the end of the Promotion Period, and each month thereafter until you cancel your subscription. To cancel your subscription open the “Settings” menu in the Google Play Music app or on the web, and follow the instructions there.

6.3 A Google Play Music subscription is subject to the Google Play Terms of Service in the following location:  
[https://play.google.com/intl/en\\_za/about/play-terms.html](https://play.google.com/intl/en_za/about/play-terms.html).

7. Limitation of Liability:

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

- a. 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, 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).

8. General:

8.1 The Organizer of the Promotion is Samsung Electronics South Africa (Proprietary) Limited, Registration number: 1994/003872/07 and/or its agencies ("Organizer").

8.2 In accordance with the confidentiality policies and practices of the Organizer, none of the details of any participant in this Promotion will be disclosed or used by the Organizer for any purposes other than for participation in the Promotion and in accordance with clause 8.3. below.

8.3 Details of participants will not be used by the Organizer for related communication should the participants opt-out to receive further communication from the Organizer.

8.4 Information regarding the Promotion that is published on authorized advertising material will also form part of the terms and conditions of the Promotion.

8.5 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 [www.samsung.com/za/promotions](http://www.samsung.com/za/promotions).

The onus rests on the participant to constantly check the website for updates to the terms and conditions.

- 8.6 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 reserves 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.
- 8.7 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 [www.samsung.com/za/promotions](http://www.samsung.com/za/promotions). No liability shall lie against the Organizer in favor 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 Organizer and hereby acknowledge that they will have no right of recourse or claim of any nature whatsoever against the Organizer.
- 8.8 This Promotion is governed by these terms and conditions, as well as those of the relevant authorized participating stores, associated with this Promotion.
- 8.9 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.
- 8.10 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 Promotion owing to, but not limited to, stock unavailability, strike, lock out, destruction of Promotion 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.
- 8.11 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.

8.12 The Promotion is not transferable and no substitution, cash redemption, or assignment of the Promotion is permitted.