

Mastercard Samsung Pay Promotion: TERMS & CONDITIONS

The terms and conditions set out below (“**Terms**”) govern the participation in and implementation of related administrative matters pertaining to a Promotion to be conducted by Mastercard Asia/Pacific Pte Ltd, a company with offices in Singapore care of Mastercard South Africa (Pty) Ltd, situated at 23 Melrose Boulevard, Melrose Arch, Johannesburg, 2076, South Africa (“**Mastercard**”) and Samsung Electronics South Africa (Proprietary) Limited, situated at 2929 William Nicol Dr, Bryanston, Johannesburg, 2021 (“**Samsung**”). Mastercard and Samsung have appointed Egg Entertainment and Productions (Pty) Ltd to assist in organizing and executing the Promotion (collectively referred to as “**the Promoters**”)

A. Promotion Period

1. The Promotion will run from 1 November 2018 [00h00] to 16 December 2018 [23h59] (both dates inclusive) (“**Promotion Period**”).

B. Eligibility

1. Subject to these Terms, in order to be eligible to participate in the Competition, Participants must be:
 - 1.1. a natural person;
 - 1.2. a citizen of the Republic of South Africa and/or legal resident of the aforementioned country;
 - 1.3. currently residing in the Republic of South Africa at the date of commencement of the Competition Period;
 - 1.4. at least 18 (Eighteen) years old, or if he/she is under the age of 18, have received consent from his/her legal guardian in order to be eligible to enter the Competition at the date of the commencement of the Competition Period.
 - 1.5. an existing cardholders of a Mastercard card (“**Relevant Card**”); and
 - 1.6. having a compatible Samsung Smart Phone (“**Phone**”) (Please note that the APP is supported on selected Samsung Galaxy devices. Current supported devices are listed on www.samsung.com/za/samsung-pay)
2. Holders of non-relevant cards and/or Phones, i.e. competitor cards and/or phones, are NOT eligible to participate in the Promotion.
3. Employees (whether permanent and/or contract), and/or directors of and/or consultants to any of the Promoters are not eligible to participate in the Promotion. This shall include such person’s respective immediate family members, meaning parents, spouse, children and/or siblings are not eligible to participate in the Promotion.

C. How to Participate

1. In order to be participate in the Promotion, a person (“**Participant**”) must:
 - 1.1 download the Samsung Pay App (“**the App**”) on his/her Phone and register as required by the APP; or have the App already installed and
 - 1.2 link the App to his/her Relevant Mastercard Card or have a Mastercard already linked; and
 - 1.3 make a retail purchase using the App (“**Transaction**”).
2. A Participant who downloads the App or has the App already installed, links it too his/her Relevant Card or has a Mastercard already linked and engages in a Transaction (“**Eligible Person**”) will, subject to the Terms, secure a prize as set out in Clause D of these Terms.

D. Promotion and Prizes

- 1 An Eligible Person shall receive the following prizes:
 - 1.1 After making three (3) transactions using the App linked to his/her Mastercard, an Eligible Person will receive a code via the App entitling him/her to 1 X 3D Ster Kinekor movie ticket (“**the First Ticket**”). An Eligible Person shall redeem the Prize at a Ster-Kinekor counter by showing the person at the counter his/her code after which the Eligible Person will be issued with a ticket; and
 - 1.2 After making another four (4) transactions (i.e. a total of seven Transactions) using the App linked his/her Mastercard an Eligible Person will receive another code via the App entitlinghim/her to 1 X 3D Ster Kinekor movie (“**the Second Ticket**”). An Eligible Person shall redeem the Prize at a Ster-Kinekor counter by showing the person at the counter his/her code after which the Eligible Person will be issued with a ticket;
 - 1.3 The First Ticket and Second Ticket are collectively referred to as “the Ticket”
- 2 This offer is valid only during the Promotion Period;
- 3 Each Eligible Person can earn up to a maximum of 2 Tickets;
- 4 Tickets can only be redeemed at any Ster-Kinekor theatre in South Africa during the Promotion Period. The Promoters will not be liable under any circumstances for any claim arising from any loss suffered by the Eligible Person being unable to redeem the ticket(s) at Ster Kinekor, including but not limited to, the inability of the cashier and/or the point of sale device to successfully scan and/or insert the code.
- 5 This offer is valid for the first 5000 claims during the Promotion Period. An Eligible Person who submits his/her claim for the prize after the first 5000 claims have been submitted shall not qualify for the prize.
- 6 Participants in the Promotion must abide by all laws and regulations currently in place and the terms and conditions of the party(ies) arranging the Promotion and/or providing a prize (including all relevant rules pertaining to the holding of a Relevant Card and the Samsung Pay Terms of Service which can be found on the Samsung Pay App). The Promoters will not be responsible or bear the cost or any other incidental costs relating to the Promotion.

- 7 All prizes are given on a “as is” basis and are neither transferable nor exchangeable for credit or kind whether in part or in full. Prizes must be fully redeemed on or before 23h59 on 30 June 2019.

E. Miscellaneous

- 1 Participants accept these Terms and any amendments made from time to time as binding upon them.
- 2 The APP is supported on selected Samsung Galaxy devices. Current supported devices are listed on www.samsung.com/za/samsung-pay
- 3 Participants acknowledge the fact that data charges may be incurred for downloading the APP. Network rates apply.
- 4 The decision of the Promoters on all matters relating to the Promotion will be final and binding. The Promoters reserve the right, without prior notice and at any time, to terminate the Promotion, in whole or in part, or modify, suspend, or extend the Promotion in any way. Such a determination may be made within the sole discretion of the Promoters’.
- 5 To the fullest extent permitted by law, each and every Participant agrees that he/she will not hold the Promoters and their officers, servants, employees, representatives and/or agents (including without limitation, any third party service providers that the Promoters may engage for the purposes of this Promotion), liable for any loss or damage (howsoever such loss or damage occurs), that the such Participant may suffer in connection with the Promotion.
- 6 The Promoters will not be liable for any default due to any war, riot, strike, lockout, industrial action, fire, flood, drought, storm, epidemic, pandemic, technical or system failure or any event beyond the reasonable control of the Promoters.
- 7 The Promoters reserve the right as they deems fit to vary or change any of the Terms from time to time or cancel, terminate, withdraw, or suspend this Promotion and/or replace this Promotion with another similar promotion or program without prior notice. Participants may be notified of such variations, changes, cancellation, termination, withdrawal or suspension by a post on Mastercard’s website <https://www.mastercard.co.za/en-za/consumers/features-benefits/samsung-pay> (the **Website**) or in any other manner as the Promoters deem fit. In this respect, Participants signify his/her agreement to access the Websites at regular intervals to view the Terms and to ensure that they are kept up-to-date with any variations or changes which the Promoters may effect to the Terms from time to time. For the avoidance of doubt, any cancellation, termination, withdrawal or suspension by the Promoters of this Promotion will not entitle Participants to any compensation against the Promoters for any and all loss or damage that may be suffered or incurred by a Participant, as a direct or indirect result of the act of cancellation, termination, withdrawal or suspension of the Promotion.
- 8 Any term and condition contained in the Terms and/or which is applicable to this Promotion which is illegal, prohibited or unenforceable under any law or regulation shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining

provisions.

- 9 These Terms are governed by and construed under the laws of South Africa.
- 10 Participants hereby acknowledge and agree that the Promoters exclude all warranties and/or liabilities in connection with the prizes and/or the Promotion. Participants shall assume full liability and responsibility in case of any liability, mishap, injury, loss, damage, claim or accident (including personal injury and/or death) resulting from their participation in the Promotion, redemption and/or usage of the prizes. The Promoters shall not be held responsible for any loss, damage or injury (including death) in any manner whatsoever suffered by any Participant as a result of the participation in the Promotion and/or use of the prizes.**
- 11 Should an eligible person who receives a prize lose or damage the prize, the Promoters shall not be liable or obliged to recognize or replace lost or stolen Prizes save where such loss is not due to the fault of the Promoters.**