

COMPETITION TERMS AND CONDITIONS

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. Please refer to this website for the current Terms and Conditions for this Competition: www.samsungair.co.za

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

1. The Promoter/s of the Competition are Samsung Electronics South Africa (Proprietary) Limited, Registration number: 1994/003872/07 and Fourways Airconditioning (Proprietary) Limited Registration number: 2007/004732/07 and/or their agencies and partners ("Organisers").
2. The Promotion will run from 08h00 15 September 2017 to 17h00 15 December 2017 ("the Promotion Period"). The lucky draw will take place on the 12th January 2018. The duration of the Promotion may be extended or curtailed at the discretion of the Organisers.
3. Entry to this Promotion does not make any participant a winner.
4. All participants:
 1. Must 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 Promotion Period,
 4. Must be a Samsung air conditioner dealer/installer subject to clause 6 ("Participant").
5. The Promotion will include an opportunity for the Participant to be entered into a lucky draw with the chance of winning a prize of R150 000 to be used towards the improvement of their business. The decision on how the R150 000 will be spent will be agreed upon beforehand by both the winner/s, Fourways Airconditioning and Samsung Electronics South Africa.
6. To be eligible to participate in this Promotion, the Participant must spend R150 000 with Fourways Airconditioning Pty Ltd Johannesburg or Fourways Airconditioning Pretoria or Fourways Airconditioning KwaZulu Natal or Fourways Airconditioning Cape, or Fourways Airconditioning Port Elizabeth and will earn one ticket to be entered into a lucky draw for every R150 000 spent with the aforementioned parties.
7. The number of entries into the Promotion is based on the multiples of R150 000 that the dealer spends with Fourways Airconditioning. Should there be any dispute in this regard, the Organisers shall be sole adjudicator of the dispute and the Organiser's decision shall be final.
8. If any credits are passed on dealer account, this will affect the total turnover amount qualifying the number of tickets included in the draw and affect the number of tickets the dealer has in the draw
9. Dealer account must be within good standing with Fourways Airconditioning to be eligible to participate in this promotion
10. Winner/s account with Fourways Airconditioning needs to be settled in line with the credit terms available on their account and all account queries must have been resolved before closing date of this promotion.
11. The winner will receive the R150 000 cash payment once the marketing/business improvement plan has been finalised and agreed upon by all parties
12. Winners will need to provide proof for all business improvement concepts and payment thereof
13. Should the winner be a juristic person the prize will be deemed to be the property of the juristic person.
14. In as far as is permitted by law the Organisers will not be liable for any costs or expenses incurred by the entrants in lieu of participating in this Promotion or in respect of the prizes being awarded to the winners thereof.
15. In as far as is permitted by law, if any taxes, levies, duties or any charges whatsoever are levied on a prize by any competent authority, the winner will be liable for such charges and the prize value will not be increased to compensate for such charges.
16. The Organisers reserve 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 entries that are not in accordance with these terms and conditions or who tamper with the entry process. Errors and omissions may be accepted at the Organiser's discretion. Failure by the Organisers to enforce any of its rights at any stage does not constitute a waiver of those rights.
17. The lucky draw will be supervised by an independent auditor or a registered accountant, or an attorney or an advocate. The draw results to determine the winner are final and no correspondence will be entered into.
18. The winner will be contacted by the organisers of the event. The Organisers 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 20 below.
19. The decision of the Organisers is final and the Organisers shall not enter into any correspondence about the result. The Organisers accept no responsibility for entries lost, misdirected, illegible, late, mutilated or altered. Entries that do not comply with these Terms and Conditions will be disqualified.
20. In the event that the winner is unreachable as set out in clause 18 above, ineligible or fails to claim the Prize, the Prize shall be forfeited to another winner based on the same terms and conditions.
21. In accordance with the confidentiality policies and practices of the Organisers, none of the entry details of any participant in this Promotion will be disclosed or used by the Organisers for any purposes other than for entry into the Promotion. Participants acknowledge and accept that the Organisers shall utilise a third party (the "Organiser's authorised 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 Organisers shall provide the Participant's information to such third party. Details of Participants will only be used by the Organiser unless the Participants opt-in to receive further communication from the Organiser.
22. Prizes are not transferable.
23. The Organisers reserves the right to change the prize should they deem necessary, to a prize of similar economic value.
24. Information regarding the Promotion that is published in authorised advertising material will also form part of the terms and conditions of the Promotion.
25. The Organisers 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.
26. The Organisers may require the winner and the winner agrees by entering the Promotion (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.samsungair.co.za. Winners may however at any time decline the use of their name, likeness or image by the Organisers.
27. The Organisers 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 Organisers website www.samsungair.co.za.
28. 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 Organisers, including but not limited to technical difficulties, unauthorised intervention or fraud, the Organisers 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 Promotion as appropriate, subject to the approval of relevant regulatory authorities.
29. The Organisers reserves the right to cancel, suspend or terminate this Promotion, without notice at any time and no liability shall lie against the Organisers 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 Organisers and hereby acknowledge that they will have no right of recourse or claim of any nature whatsoever against the Organisers.
30. To the extent permitted by law, the Organisers exclude 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).
31. This Promotion is governed by these terms and conditions, as well as those of the relevant authorised participating stores, associated with this Promotion. The participant and/or winner(s) hereby indemnifies the Organisers 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 into the Promotion.
32. 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.
33. The Organisers, 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 Promotion and their spouses, life partners, parents, children, siblings, business partners or associates are not eligible to participate in or enter the Promotion.
34. The Organisers 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.
35. 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.