

Flex360 Booth Activation

Terms and Conditions

1. Introduction

- 1.1. The Flex360 Booth Activation (“Event”) is organized by Samsung Malaysia Electronics (SME) Sdn Bhd (“Samsung”).
- 1.2. Customer agrees to comply with all the terms and conditions when accessing or using this site. The scope of these Terms and Conditions is limited to Samsung's role of hosting this site and organizing this Event only.
- 1.3. The Event is on a first come first served basis, and while stocks last.

2. Event Period

- 2.1. The Event will run for the periods as stated below or while promotional stocks last, whichever is earlier (“Event Period”) at the locations stated below (“Event Location”). Samsung shall reserve the right to shorten, extend or cancel the Event Period at its sole discretion without any prior notice.

Dates	Time	Flex360 Booth Locations (“Event Location”)
18 – 24 September 2023	10am – 10pm	<ul style="list-style-type: none">• The Gardens Mall (2nd Floor, Linked Bridge)• Pavilion Kuala Lumpur (Level 5, Linked Bridge)
26 September – 1 October 2023	10am – 10pm	<ul style="list-style-type: none">• Sunway Pyramid (LG2, Ice Skating Rink Railing)• IOI City Mall (LG, West Wing), Putrajaya
3 – 8 October 2023	10am – 10pm	<ul style="list-style-type: none">• 1 Utama Shopping Centre (LG Highstreet, New Wing)
3 – 8 October 2023	10am – 10pm	<ul style="list-style-type: none">• Sunway Velocity Mall (G Floor, in front of Parkson)
16 – 22 October 2023	10am – 10pm	<ul style="list-style-type: none">• Queensbay Mall (G Floor, Central Zone), Penang

3. Eligibility

- 3.1. This Promotion is open to:
 - (a) Malaysian Citizens and residents of Malaysia of 18 years old and above (as at 18 September 2023) based on their Malaysia Identity Card;
 - (b) Customer who fully comply with the “Promotion Mechanism” conditions below.
- 3.2. Employees, dealers or agents of Samsung or any of its group companies or their families or households or anyone connected to this Promotion are not eligible to participate in this Promotion.
- 3.3. By participating in this Promotion, each Customer (interchangeably referred to as “Customer”, “You” or “Your”) agrees to be bound by these Terms and Conditions.

4. Promotion Mechanism

4.1. Flex360 Photo Printout

- 4.1.1. Walk-in customers at the Event Location will be eligible to redeem a complimentary photo printout from Samsung Experience Store by following the steps below:

Step	Description
1	Visit the Flex360 Booth at any of the stated Event Locations.
2	Register using the QR code provided or at the link here: < https://cdm-form.mysamsungcampaign.com/?id=9530bdc5-5dde-4c2f-8816-4e5beb098a83 >
3	Capture your multi-angled photos in the booth with the Flex360 App.
4	Head to our Samsung Experience Store to collect your photo printout.

4.1.2. Flex360 Photo Printout is eligible to all walk-in customers on a first come first serve basis and while stocks last. Samsung reserves right to modify the quantity at its sole discretion, without any prior notice.

4.1.3. Each customer is eligible to redeem a maximum of (2) photo printouts at the Samsung Experience Stores located in the same mall in which their photos were taken (“Redemption Location”).

Flex360 Booth Locations (“Event Location”)	Samsung Experience Store (“Redemption Location”)
The Gardens Mall (2 nd Floor, Linked Bridge)	3rd Floor, Lot T242 A&B
Pavilion Kuala Lumpur (Level 5, Linked Bridge)	Level 1, Lot 1.19
Sunway Pyramid (LG2, Ice Skating Rink Railing)	1st Floor, Lot F1-32
IOI City Mall, Putrajaya	Level 2, Lot L2-40
1 Utama Shopping Centre	LG Floor, Lot LG-316A, New Wing
Sunway Velocity Mall	1st Floor, Lot 1-40
Queensbay Mall, Penang	Level 2, Lot 2F-108 & 2F-109, South Zone

5. Customer's Covenants

In connection to this Promotion, Customer will not use this site:

- 5.1. To submit fraudulent order, false, inaccurate, misleading, defamatory, or libelous information;
- 5.2. To distribute viruses or any other technologies that may harm Samsung, or the interests or property of other users;
- 5.3. To export the unit purchased except in compliance with the export control laws of relevant jurisdictions and in accordance with posted rules and restrictions;
- 5.4. In the event if Samsung suspects or discovers that the Customer is abusing this Promotion and/or Samsung in any of the ways mentioned above or otherwise, Samsung may, at our sole discretion, take necessary steps to prevent and mitigate such abuse such as limiting, suspending, or terminating the Customer's user account(s) and access to

this site, delaying or removing hosted content, removing any special status associated with Customer account(s), reducing or eliminating any discounts, and taking technical and/or legal steps to prevent Customer from using this site.

6. Limitation of Liability

- 6.1. Samsung uses its reasonable effort to keep its site safe, secure, and functioning properly, but Samsung does not guarantee the continuous operation of or access to this site.
- 6.2. Customer agrees that he/she is making use of this site at his/her own risk, and that it is being provided to Consumer on an "AS IS" and "AS AVAILABLE" basis.
- 6.3. To the extent permitted by applicable law, Samsung excludes all express or implied warranties, terms and conditions including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
- 6.4. Customer shall assume full responsibility in case of any accident, damage or claim resulting from participating in this Promotion.
- 6.5. Customer shall be deemed to be able to perform legally binding contract upon his/her submission of the order and there shall not be any refund or costs whatsoever arising from his/her violation of the minimum age stated herein.
- 6.6. Warranty of the Promotional Product is subject to standard product warranty coverage as per terms and conditions stated in the official corporate website at <http://www.samsung.com/my/support/warranty>. Customer is advised to check the website from time to time and stay informed for any changes on the terms and conditions of the warranty.

7. General

- 7.1. In the event Customer has queries with regard to this Event; please call Samsung Consumer Service at 1-800-88-9999.
- 7.2. By participating in this Event, Customer fully and unconditionally agrees to and accepts the Terms and Conditions stated herein and the decisions of Samsung on every aspect of this Event shall be final and binding.
- 7.3. This Event is not valid in conjunction with other promotions, vouchers or discounts.
- 7.4. All pictures and/or images of the Promotional Products found in any advertising and marketing materials are for illustration purposes only and actual item or colour may vary.
- 7.5. The indicated price is Recommended Retail Price (RRP). Both RRP and Promo RRP (if any) are subject to change without prior notice.
- 7.6. Free Gift(s), Rebate(s) and E-Voucher(s) if any, are on first come first served basis and while stocks last.
- 7.7. Free Gift(s), Rebate(s) and E-Voucher(s) if any, are not redeemable for cash, not exchangeable or transferable and cannot be used in conjunction with other promotional offers.
- 7.8. Free Gift(s), Rebate(s) and E-Voucher(s) if any, are only applicable for the purchase made under the Participating Stores during the Event Period.

- 7.9. Product display sets purchases, B2B purchases, staff purchases, EPP purchases, Customer Retention Program (CRP) purchase are not entitled to any Free Gift(s), Rebate(s) and/or E-Voucher(s).
- 7.10. Samsung reserves the right to disqualify or reject any submissions/ redemptions for Order or Free Gift(s), Rebate(s) and/or E-Voucher(s) in its sole discretion without prior notice, limit or cancel quantities purchased per person or per order. These restrictions may include order placed by or under the same Customer's account or orders that use the same billing address or delivery address.
- 7.11. Samsung reserves the right to amend these Terms and Conditions without prior notice to the extent permitted by law. Changes to the Terms and Conditions shall become effective as soon as they are displayed in Samsung's website.
- 7.12. Samsung reserves the rights to change the Free Gift(s) if any, with products of similar value without any prior notice.
- 7.13. Samsung and/or Dealer reserves the right to cancel any order without any prior notice. For the avoidance of doubt, any cancellation of orders will not entitle the Customer to any compensation against Samsung and/or Dealer for any losses or damages directly or indirectly that may be suffered or incurred by the Customer as a result of the cancellation.
- 7.14. In the event any Free Gift(s) are being awarded to the Customer having provided false or mistaken identity or information, Samsung reserves the right to revoke the Customer's eligibility for the said Free Gift(s) and recover any damages from such Customer to the fullest extent permitted by law.
- 7.15. In the event Customer returns the Promotional Products purchased, subject to Samsung's standard product warranty coverage and return policy, Customer shall return any Free Gift(s) received together with the purchase of the Promotional Products.
- 7.16. In the event of any electronic, computer, operational and/or technical error affecting the details or pricing or quantity of the product or any promotion on the website, Samsung or Dealer reserves the absolute rights to rectify such error and/or cancel any transaction which has been entered into in reliance of the said error.
- 7.17. Samsung shall not be liable in any way for any costs, expenses, damages, liability or injury arising out of or in any way connected with the Event.
- 7.18. By participating in this Event, Customer agrees to release and hold Samsung and its employees, officers, directors, shareholders, agents, representatives, parent companies, affiliates, subsidiaries, licensees, advertising, promotion, and fulfilment agencies, and legal advisors, harmless from any and all losses, damages, rights, claims and actions of any kind in connection with the Promotion or resulting from acceptance, possession, use or misuse of the Free Gift, or travel to or from any gift-related activity, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy.
- 7.19. In case of any dispute, Samsung reserves the right to make the final decision. Samsung's decision is final and no further correspondence or appeal will be entertained.
- 7.20. During the Event Period, Samsung may collect consumers information including personal information in the form of, among others, survey forms, (whether on our own or by appointed service provided) taken during the Promotion. By participating in the Promotion, you agree that the collection of such information will be processed,

handled and use in accordance with the Samsung Privacy Policy at <http://www.samsung.com/my/info/privacy.html>.

- 7.21. In the event of inconsistencies between the Terms and Conditions found elsewhere with regard to this Promotion (if any) and the Terms and Conditions herein, the latter shall prevail.
- 7.22. The Terms and Conditions of the Promotion shall be governed by and interpreted in accordance with Malaysian law and the parties submit to the exclusive jurisdiction of the Malaysian courts.