

Terms and Conditions

Samsung Trade-In Campaign

A. Introduction

1. The aforesaid Campaign is coordinated by Samsung Malaysia Electronics (SME) Sdn. Bhd. ("Samsung"). The terms and conditions and the Privacy Policy (as mentioned below) will be construed as the terms and conditions ("Terms and Conditions") of this Campaign on which Samsung offers you ("Customer") access to and use of this site for the purposes of this Campaign.
2. The sale transaction in this Campaign is between the Participating Outlet(s) (as defined below) and Customer. Samsung only provides the recommended retail price ("RRP") and guidance on this site.
3. Customer agrees to comply with all the above when accessing or using this site. The scope of these Terms and Conditions is limited to Samsung's role of hosting this site and coordinating this Campaign only. For the trade-in transaction, the relevant terms and conditions from CompAsia Sdn. Bhd. ("CompAsia" or "Trade-In Partner") will apply.

B. Eligibility

1. The Campaign is open to all Malaysian Citizens, and residents of 18 years old and above (during Campaign Period) with Malaysia Identity Card and/or valid passport.
2. This Trade-in Campaign is currently only available for selected postcodes in Malaysia. Please visit <https://www.samsung.com/my/shop-faq/payment-and-financing/what-is-samsung-trade-in-program/> for more information.
3. West Malaysian customers may choose to drop off their old device(s) at selected stores or be collected by Trade-In Partner, subject to confirmation by Trade-In Partner.
4. Collection of old device(s) by Trade-In Partner is NOT AVAILABLE for East Malaysia. East Malaysian customers are required to drop off their old devices(s) at selected stores in East Malaysia. Please visit <https://www.samsung.com/my/shop-faq/payment-and-financing/what-is-samsung-trade-in-program/> for more information.
5. Only devices with a Malaysian IMEI will be eligible for Samsung Online Store trade-in.
6. For retail (in-store) trade-in, customers must present their old trade-in device(s) to a participating Samsung Experience Store or Samsung Premium Store sales staff to check on trade-in eligibility prior to purchase of new device.
7. Each trade-in device is only entitled for one (1) overtrade claim. Customer would **not** be eligible to this Campaign, where after assessment/diagnosis, the trade-in device is found to have been a previous trade-in model (e.g. recon device).
8. Real demo unit(s) (RDU) are not entitled to for this Campaign.
9. To be entitled to this Campaign, customers must present/provide their old device(s) for trade-in to Trade-In Partner or participating stores.

C. Promotion Period

1. The Promotion will run from 1 January 2024, 12.00 a.m. to 31 December 2024, 11.59 p.m. or while promotional stocks last, whichever is earlier (“Promotion Period”).
2. Samsung reserves the right to shorten, extend or cancel the Promotion Period at its sole discretion without prior notice.

D. Trade-In Mechanics

1. Customers will be entitled to trade-in their old device at a trade-in value specified by CompAsia Sdn. Bhd. (“CompAsia”), and set-off that value within the same transaction at Participating Outlets.
 - i. Customer is entitled to trade-in multiple device(s), up to a maximum of three (3) or five (5) devices in a single transaction for every purchase of an eligible device. Trade-ins shall constitute of smartphones, tablets, smartwatches and laptops. Refer to Clause C. Participating Outlets.
 - ii. In the event that the trade-in value of the device(s) exceeds the cost of the device purchased, the excess amount is not exchangeable for cash.
 - iii. The trade-in transaction is between CompAsia and customers whereby CompAsia shall determine the trade-in value using its digital application, i.e. CompAsia App in accordance with the terms and conditions set out herein. Samsung is merely acting as the coordinator for the trade-in transaction.
 - iv. The non-exhaustive list of eligible devices as stated in <https://www.samsung.com/my/trade-in/> can be traded-in by the Customer at a value specified by CompAsia, subject to the Terms and Conditions stated herein.
 - v. The values provided in the list are indicative, and subject to the condition of the trade in device, the model and brand of the trade-in device, and the purchased device model. Values will differ if there is any physical or functional damage identified, or when market value of the devices fluctuate. The accurate value of the trade-in device will be determined after assessment using CompAsia’s CompAsia App in-store.
 - vi. The CompAsia App shall compute and provide a quotation through a series of automated tests, user-assisted tests and user-declared conditions. The actual trade-in value quotation shall be computed according to the types and quantity of defects found. During the device inspection by sales staff, should the sales staff find any mismatch between the actual and declared condition of the device, a revised trade-in value will be offered. If Customer is agreeable, the trade-in transaction shall be completed with this revised trade-in value. Otherwise, the device will be returned without any charges/ payment.
 - vii. Personal device locks (PIN, passcode, fingerprint, facial) and accounts must be removed before the trade-in of device happens. Any of the aforementioned locked devices that was traded-in will be subjected to CompAsia’s major device grading discrepancy handling.
 - viii. Devices not listed in <https://www.samsung.com/my/trade-in/> may still be eligible for trade-in. Customer can bring the device(s) to Participating Outlets to confirm the eligibility of the device(s) for trade-in. If eligible, the device(s) trade-in value will be quoted according to the CompAsia App.

E. Participating Outlets

Participating Outlets	Participating Trade-In Model	Multiple Devices Trade-In	Maximum Devices Trade-In
Samsung Experience Stores (“SES”)	Smartphones, Tablets, Smartwatches, Laptop	Available	5 units

Selected Samsung Authorised Retailers	Smartphones, Tablets, Smartwatches, Laptop	Available	5 units
Selected Senheng, Grand Senheng & senQ stores	Smartphones, Tablets, Smartwatches, Laptop	Available	5 units
Selected Urban Republic Stores	Smartphones, Tablets, Smartwatches, Laptop	Available	5 units
Selected Harvey Norman stores	Smartphones, Tablets, Smartwatches, Laptop	Available	5 units
Selected Maxis, Celcom, Digi stores	Smartphones, Tablets	Available	5 units
Selected YTL, U Mobile stores	Smartphones, Tablets	Not Available	Not Available
Samsung Online Store @ https://www.samsung.com/my/	Smartphones, Tablets, Smartwatches	Available	1 unit

F. Trade-In Price Validity Period

1. Trade-In Price will be updated accordingly. Refer to <https://www.samsung.com/my/trade-in/>.
2. Samsung reserves the right to shorten, extend or cancel the Pricing Validity Period without prior notice.

G. Customer's Covenants

1. In connection to this Campaign, Customer will not use this site:
 - i. To submit fraudulent order, false, inaccurate, misleading, defamatory, or libellous information;
 - ii. To distribute viruses or any other technologies that may harm Samsung, or the interests or property of other users;
 - iii. To export the unit purchased except in compliance with the export control laws of relevant jurisdictions and in accordance with posted rules and restrictions;
 - iv. In the event Samsung suspects or discovers that the Customer is abusing this Campaign 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.

H. Limitation of Liability

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.
2. Customer agrees that he/she is making use of this site at his/her own risk, and that it is being provided to Customer on an "AS IS" and "AS AVAILABLE" basis.

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.
4. Customer shall assume full responsibility in case of any accident, damage or claim resulting from participating in this Campaign.
5. Customer shall be deemed to be able to perform legally binding contract upon his/her submission of the pre-order and there shall not be any refund or costs whatsoever arising from his/her violation of the minimum age stated herein.
6. Warranty of the eligible devices 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. All transportation, personal costs and/or any other costs, fees and/or related expenses arising out of the collection of the phone are the Customer's sole responsibility.

I. Indemnity

Customer will fully indemnify and hold Samsung and CompAsia (and our affiliates and subsidiaries, and our and their respective officers, directors, employees, agents) harmless from any claim or demand, including reasonable legal fees, made by himself/herself or any third party due to or arising out of his/her breach of these Terms and Conditions, improper use of the site or breach of any law or the rights of a third party.

J. Privacy

By providing Customer's personal data, Customer is indicating that he/she has read, understood and agreed that his/her personal data will be recorded, stored or otherwise processed in accordance to Samsung's Privacy Policy available at <http://www.samsung.com/my/info/privacy.html>.

K. General

1. In the event Customer have queries with regards to the Campaign, please call Samsung helpline at 1-800-22-8899 for clarification.
2. Samsung reserves the right to make amendments to the Terms and Conditions of the Campaign herein without prior notice.
3. In case of any dispute, Samsung reserves the right to make the final decision and shall have the right to cancel, disqualify the order or forfeit the deposit necessarily.
4. By participating in this Campaign, Customer fully and unconditionally agrees to and accepts Samsung's Privacy Policy as stated above, and the Terms and Conditions.
5. Customer agrees to grant Samsung and their respective parent companies, subsidiaries, affiliates, licensees, directors, officers, agents, independent contractors and advertising/promotion agencies the use of his/her full details submitted through the Campaign, without further compensation, unless prohibited by law.

6. In the event of an electronic, computer, operational and/or technical error affecting the details or pricing or quantity of the product or any promotion on the website, Samsung 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. In the event of inconsistencies between the Terms and Conditions found elsewhere with regard to this Campaign (if any) and the Terms and Conditions herein, the latter shall prevail.
8. These Terms and Conditions herein shall be governed by the laws of Malaysia and the jurisdiction of the courts of Malaysia.