

#FlexYou360 Contest

Stand a chance to win a trip to Seoul with your gang

Terms and Conditions

1. #FlexYou360 Contest is organized by Samsung Malaysia Electronics (SME) Sdn. Bhd. (“Samsung”).

Duration

2. This Contest will run from 12.00AM, 16 September 2023 to 11.59 PM, 31 October 2023 (“Contest Period”). Samsung shall reserve the right to shorten, extend or cancel the Contest Period at its sole discretion without any prior notice.

3. Eligibility

This Contest is open to participants who are:

- a) Permanent residents of Malaysia; and
- b) Aged 18 years old and above, as stated on their NRIC/Passport (as of **16 September 2023**)

By participating in this Contest, each participant (interchangeably referred to as “Participant”, “You” or “Your”) agrees to be bound by these Terms and Conditions.

4. Employees, dealers or agents of Samsung or any of its group companies or their families or households or anyone connected to this Contest are not eligible to participate in this Contest.

How to Participate

5. This Contest will be held via Instagram and TikTok (or other platform as determined by Samsung) (“Site”) during the Contest Period.
6. To participate, follow the instructions below:

Requirements	Details											
No. of participants	Form a group of 3 (min) – 5 (max) people (referred to as “Participant”) At least 1 participant in the group must own/use a Galaxy Z Flip5.											
Submissions	One (1) short video/photos using the Flex360 mobile app (Available on Google Play Store exclusive only for Galaxy Z Flip5).											
	OR;											
	One (1) short video/photos shot on the Flex360 bus using the Flex360 mobile app at any of these locations:											
	<table border="1"><thead><tr><th>Dates</th><th>Time</th><th>Locations</th></tr></thead><tbody><tr><td>15 – 17 Sept 2023</td><td>10am – 10pm</td><td>Hin Bus Depot, Penang</td></tr><tr><td>22 – 24 Sept 2023</td><td>10am – 6pm</td><td>Jalan Tan Cheng Lock, Malacca</td></tr><tr><td>29 Sept – 1 Oct 2023</td><td>10am – 6pm</td><td>Jalan Tan Hiok Nee, Johor Bahru</td></tr></tbody></table>	Dates	Time	Locations	15 – 17 Sept 2023	10am – 10pm	Hin Bus Depot, Penang	22 – 24 Sept 2023	10am – 6pm	Jalan Tan Cheng Lock, Malacca	29 Sept – 1 Oct 2023	10am – 6pm
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	<p>OR;</p> <p>One (1) short video shot at any of the Participating Samsung Experience Store locations with the Flex360 Selfie Booth using the Flex360 mobile app as follows:</p> <table border="1"> <thead> <tr> <th>Dates</th> <th>Time</th> <th>Locations</th> </tr> </thead> <tbody> <tr> <td>18 – 24 Sept 2023</td> <td>10am – 10pm</td> <td> <ul style="list-style-type: none"> • The Gardens Mall, Kuala Lumpur • Pavilion Kuala Lumpur </td> </tr> <tr> <td>26 Sept – 1 Oct 2023</td> <td>10am – 10pm</td> <td> <ul style="list-style-type: none"> • Sunway Pyramid, Bandar Sunway • IOI City Mall, Putrajaya </td> </tr> <tr> <td>3 – 8 Oct 2023</td> <td>10am – 10pm</td> <td> <ul style="list-style-type: none"> • 1 Utama, Petaling Jaya • Sunway Velocity Mall </td> </tr> <tr> <td>16 – 22 Oct 2023</td> <td>10am – 10pm</td> <td> <ul style="list-style-type: none"> • Queensbay Mall, Penang </td> </tr> </tbody> </table>	Dates	Time	Locations	18 – 24 Sept 2023	10am – 10pm	<ul style="list-style-type: none"> • The Gardens Mall, Kuala Lumpur • Pavilion Kuala Lumpur 	26 Sept – 1 Oct 2023	10am – 10pm	<ul style="list-style-type: none"> • Sunway Pyramid, Bandar Sunway • IOI City Mall, Putrajaya 	3 – 8 Oct 2023	10am – 10pm	<ul style="list-style-type: none"> • 1 Utama, Petaling Jaya • Sunway Velocity Mall 	16 – 22 Oct 2023	10am – 10pm	<ul style="list-style-type: none"> • Queensbay Mall, Penang
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Caption	<p>Include these 2 hashtags in your short-form video/ photos: #FlexYou360 #GalaxyZFlip5</p>															
Other	<p>Each group must complete the Contest Entry form https://www.samsung.com/my/offer/mobile/flex-you-360/registration/, after uploading your submission on your social media page.</p>															
Prize Redemption	<p>The Wining group will be required to submit 1 valid IMEI number for verification in order to qualify for the prize redemption.</p>															

- a) Participant's account must be made visible to the public.
- b) Participants are allowed to submit multiple entries.
- c) This Contest will end on **31 October 2023**, 11:59 PM. Entries received after this or are submitted through any means other than specified herein will not be entertained or qualified as a valid entry. Any complaints on missing and/or delayed submission will not be entertained.
- d) Participants found cheating (for instance, creating shell social media accounts to take part in the Contest) will be disqualified immediately.
- e) It is a condition of entry that winners consent to the publication of their names and social media platform identifiers (in the format of username, profile picture and/or submitted photo) on the relevant social media platforms for publicity purposes.

Judging Criteria

7. One (1) group will be selected as the winner based on the creativity and originality of the Participants' postings.
8. A "Winning announcement" will be posted on Samsung Malaysia's social media pages by **15 November 2023**. Please ensure that your email is valid and reachable. It is the responsibility of the Participants to ensure that the contact details provided in the contest entry form is correct. (contest entry form: <https://www.samsung.com/my/offer/mobile/flex-you-360/registration>)
9. Samsung's decision will be final. No correspondence, appeals or further claims shall be entertained.
10. All entries must meet the Eligibility requirements and fulfill the conditions stated in the "How to Participate" rules. If the entry is found to be not valid, it will be deemed as null and void.

Contest Prizes

11. Details of Contest prizes are as follows: -

Product Item	Item Qty*
4D3N trip to Seoul, South Korea (worth up to RM50,000)	1 (group of max 5 pax)

**subject to number of participants in the winning group (maximum of 5 per group). E.g. if the winning group is made up of 3 participants, only the said 3 participants will be entitled to the prize.*

12. The prizes are given out on an “As Is” basis and are non-transferable, non-refundable, non-exchangeable for cash or with vouchers of other denominations, whether in part or in full.
13. Winner(s) will have to provide Samsung with details for verification and delivery purposes. Winning email/message that are not replied to within five (5) days (“**Claim Period**”), will be considered as prize unclaimed. Winning email/message will be sent to the email stated in the contest entry form. It is the responsibility of the Participant(s) to ensure that the details provided in the contest entry form are accurate.
14. Any prizes unclaimed after the said Claim Period will be forfeited and deemed to have lapsed unconditionally and irrevocably. The winner whose prize has been forfeited or unclaimed shall not be entitled to any payment or compensation from Samsung. In this situation, Samsung reserves the right to select another winner.
15. Picture(s) of the prizes shown in any advertisement, promotional, publicity and other materials relating to or in connection with this Contest is / are solely for illustration purposes only and may not depict the actual colour, model or specification of the prize(s) and does not include any optional accessories.

Prize Redemption

16. The Prize Winner will be requested to submit one (1) valid Galaxy Z Flip5 IMEI (or proof of purchase as determined solely by Samsung) in order to redeem the prize.
17. Prize winners will be notified on the itinerary and schedule of the trip six (6) months prior to actual event or such other period as may be determined solely by Samsung. The dates & itinerary of the event will be set by Samsung’s elected tour agency and will be on a ‘as-is’ basis. No changes on date or itinerary will be accommodated.
18. Samsung reserves the right to appoint a third party (3rd) party vendor or service provider to handle the fulfilment or making available of the prize(s) and fulfilment of the prize(s) to you. By providing your personal information including name, delivery address, contact numbers, email address and other information to Samsung, Samsung can use and/or disclose to such third party (3rd) party vendor or service provider for the purposes of prize redemption.
19. The prize only covers:
- (i) return economy class flights;
 - (ii) three (3) nights accommodation; and
 - (iii) return transfers from Incheon airport to accommodation.

Therefore, winners are responsible for any other cost to participate in the trip including but not limited to, any fees relating to transportation to and from the airport, visa application(s) and any other related

fees.

20. Prizes will be awarded in Malaysia only.
21. Where the winner having previously claimed the prize is unable to participate at the schedule date, the prize shall be forfeited for that individual. In this circumstances, there shall be no entitlement to any payment or compensation from Samsung whether in full or in part.
22. Flights and accommodation are subject to availability at the time of booking and cannot be exchanged for other destinations. Travel restrictions & blackout dates apply. Bookings are subject to conditions & availability (including but not limited to capacity limitations and other restrictions).
23. Samsung shall not be responsible for any inaccurate details provided by the Participant to claim their prizes, if any.

Terms of Participation

24. By entering this Contest, the Participant represents, acknowledges and warrants that the submitted image/photo/video is an original work and does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity; and that no other party has any right, title, claim or interest in the submission.
25. Copyright of all images/photos/videos submitted to this Contest remains with the Participants. However, by participating in this Contest, Participants agree to grant Samsung a perpetual, irrevocable, royalty free, license to use, reproduce, copy, publicly display, sublicense, modify and fully exploit any photo submitted.
26. Each Participant agrees to take part in any and all marketing, promotional, publicity exercises with respect to this Contest; agrees for Samsung to use his/her name, voice, photograph, likeness or other personal identifiable information in any media for the promotion and publicity of this Contest and/or Samsung products: and irrevocably grants Samsung all consents and waivers necessary hereunder, including in respect of any promotional photographs and/or audio/video recordings taken in respect of this Contest. Each participant agrees that Samsung shall be at liberty to publish, promote, copy, reproduce, transmit, display, edit, adapt, modify, create derivative works of and/or otherwise distribute or use his/her particulars (including any publicly available Facebook/Instagram profile photo and details):
 - a) In connection with this Contest and/or Samsung products;
 - b) For the promotion and publicity of this Contest and/or Samsung products;
 - c) In any manner, format or media whether now known or hereinafter created, and in any part of the world, including without limitation on online platforms such as Facebook, YouTube, Twitter and Instagram; at Samsung's sole discretion and royalty-free and without obligation of attribution or consent.
27. Participants will only be confirmed as winner(s) after the verification of validity of each participation. Samsung reserves the right to check the validity of any participation. Entries failing to comply with the Terms and Conditions herein will not be accepted.
28. Samsung reserves the right to disqualify any participant suspected of fraud, hacking, tampering with the Contest submission process or if Samsung believes that the contestant's entry and/or results has been manipulated in any way by machines or computers or breach of any terms and conditions of the Contest.

29. Samsung reserves the right to disqualify such Participants from the Contest and/or receiving the prize. Samsung reserves the right to substitute or replace a new winner.
30. Each participant shall not, without the prior written approval of Samsung, speak to the press or any other media, or give any interviews or comments relating to this Contest.

Liability and Responsibility

31. Each participant agrees to indemnify and hold Samsung and its employees, officers, directors, shareholders, agents, representatives, parent companies, affiliates, subsidiaries, licensees, advertising, promotion, and fulfillment agencies, and legal advisors, harmless from any and all losses, damages, rights, claims, costs and expenses (including legal costs on an indemnity basis), and actions of any kind by anyone including third party arising from the alleged or actual infringement of any third party copyright, patent, trademark or other intellectual property rights, or other rights, any breach of these Terms and Conditions and/or in connection with the Contest, including without limitation, possession, use or misuse of the prize, or travel to or from any Contest activity, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy.

Rights of Samsung

32. Samsung reserves the right to reject any post/ winner at its sole and absolute discretion without having to assign any reasons whatsoever.
33. Samsung reserves the right to change or replace the prize(s) with item(s) of equal value.
34. Samsung reserves the right to amend these Terms and Conditions without prior notice.
35. 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.
36. Samsung does not undertake any responsibility or obligation to ensure that any prize will be delivered to any prize winner. To the fullest extent permissible under applicable law, Samsung disclaims all warranties and representations of any of any kind, express or implied, including any representation that any prize shall be delivered or transferred to the winner(s). Except for any liability that cannot be excluded by the law, Samsung (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury, or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of this contest, including but not limited to, where arising out of the following:
 - a) Any technical difficulties or equipment malfunction (whether or not under Samsung's control);
 - b) Any theft, unauthorized access or third party interference;
 - c) Any claim or prize(s) that is late, lost, altered, damaged or misdirected (whether or not after receipt by Samsung) due to any reason beyond the reasonable control of Samsung;
 - d) Any variation to the prize(s) value to that stated in these Terms & Conditions;
 - e) Any tax liability incurred by a contestant; or
 - f) Use of the prize(s).
37. Samsung reserves the absolute right to cancel, terminate or suspend the Contest without any prior notice

and/or assigning any reason. For the avoidance of doubt, cancellation, termination or suspension by Samsung shall not entitle the participants to any claim or compensation against Samsung for any and/or all losses or damages suffered or incurred as a direct or indirect result of the act of cancellation, termination or suspension.

38. Samsung makes no guarantee of the availability of its or any other web services and will not be responsible for any interruption, delay or failure of service that may interfere with the ability to participate in this Contest.

Privacy Policy

39. By participating in this Contest, each participant is communicating with Samsung electronically. By doing so, each participant agrees to receive communication with Samsung electronically. Each participant consents to receiving electronically all agreements, notices, disclosures and other communications that Samsung provides in relation to this Contest.

40. By participating in this Contest, the Participants agree and acknowledged that Samsung collects, uses and processes and/or discloses (including third party overseas) participants' personal information in order to conduct this Contest, and in accordance with the Samsung Privacy Policy (www.samsung.com/my/info/privacy.html). Each participant consents to such collection, use, processing and disclosure of his/her personal information and represents and warrants that all information provided is true and accurate in all respects. Validity of enrollment is conditional on providing this information. Each participant agrees that Samsung may, for a reasonable period of time, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or making phone calls to the participant(s).

41. These Terms and Conditions shall be governed and construed in accordance with the laws of Malaysia, and each contestant irrevocable submits to the exclusive jurisdiction of the courts of Malaysia.