

## Samsung Galaxy A Series (2017) Pre-order Campaign (“Campaign”)

### **1. Introduction**

- 1.1 The Samsung Galaxy A Series (2017) Pre-Order Campaign (“Campaign”) is organised by Samsung Malaysia Electronics (SME) Sdn. Bhd. (629186-D) (“Samsung”). The terms and conditions and the Privacy Policy posted on this site 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.
- 1.2 Customer agrees to comply with all the above when accessing or using this site. The scope of this Terms and Conditions is limited to SAMSUNG’s role of hosting this site and organising this Campaign only.
- 1.3 By participating in the Campaign, Customer will be entitled to a complimentary of Samsung Level U Pro worth RM399 with every purchase of Samsung Galaxy A Series (2017) (Galaxy A5 (2017) - RRP: RM1,699; and A7 (2017) RRP: RM1,899), The pre-order in this Campaign is limited to the first 20,000 units of Samsung Galaxy A Series (2017) nationwide, on first-come-first-serve basis and while stocks last.
- 1.4 The sale transaction in this Campaign is only between the Dealer and Customer. SAMSUNG only provides the recommended retail price (“RRP”) and redemption guidance on this site.

### **2. Campaign Mechanics**

The following are six (6) steps for the Pre-order Campaign:-

Step 1: Choose Preferred Outlet.	Customer to choose any preferred outlet stated in this site, and walk in to any participating outlets where Customer would like to make pre-order and collect the pre-order device.
Step 2: Fill In The Details	Get the pre-order forms from the preferred outlet and fill in the required details. On both the “Customer’s Copy” and “Dealer’s Copy”, Customer would need to fill in and choose: <ul style="list-style-type: none"><li>- Customer details (name, MyKad number, contact number)</li><li>- Preferred phone model (choose either A5 (2017) or A7 (2017) and colour (choose either Black Sky or Gold Sand)</li><li>- Order date</li></ul>

	<p>Get the dealer/promoter to fill in the:</p> <ul style="list-style-type: none"> <li>- Outlet/Shop name</li> <li>- Outlet/Shop contact number</li> <li>- Promoter's Name</li> </ul>
Step 3: Read and Agree the Terms and Conditions.	Please read and understand the Terms & Conditions carefully before proceed signing the pre-order form.
Step 4: Validation & Payment	Once agreeing on the Term & Conditions, Customer would need to make a deposit of RM100 to the selected outlet and the dealer/promoter will stamp his/her outlet stamp on the designated area on the pre-order form after validating all the information and details.
Step 5: Confirmation	<p>Upon payment of the deposit, Dealer will tear the pre-order form and keep the "Dealer's Copy", whereas Customer will keep "Customer's Copy".</p> <p>The "Customer's Copy" will need to be presented to the selected outlet during collection of pre-order unit.</p>
Step 6: Collection	<p>Customer is required to collect the Samsung Galaxy A Series (2017) within the collection period from <b>20<sup>th</sup> January 2017</b> to <b>19<sup>th</sup> February 2017</b> during the operation hour of each outlet at the selected outlet. Do call the outlet in advance to confirm availability of stocks.</p> <p>Bring along (i) Pre-Order Form, and (ii) Identification Card (MyKad) for verification purposes.</p> <p>Pay the balance of the amount at the selected outlet to collect the pre-ordered Samsung Galaxy A Series (2017).</p>

### **3. Duration**

The Campaign will run from **6<sup>th</sup> January 2017** to **22<sup>nd</sup> January 2017**, during the operation hours of each outlet ("Campaign Period"). SAMSUNG reserves the right to shorten, extend or cancel the Campaign Period without prior notice.

#### **4. Eligibility**

- 4.1 The Campaign is open to all Malaysian, 18 years of age and above (as at January 2016) except Samsung's employees (and their immediate families), its related agencies, retailers and dealers.
- 4.2 If Customer is below 18 years of age, please ensure the parent / legal guardian reads and agrees to the Terms and Conditions of this Campaign herein on behalf of Customer. It shall be deemed that the Customer's parent / legal guardian has agreed to the Terms and Conditions of this Campaign upon the Customer's participation in this Campaign.
- 4.3 One Customer is only entitled to pre-order of one (1) unit of Samsung Galaxy A5 (2017) or A7 (2017), either in Black Sky or Gold Sand colour.

#### **5. Payment**

- 5.1 Customer acknowledges, understands and agrees that all transactions are between Customer and the selected outlet only. SAMSUNG only acts as the coordinating party and is not involved or a party of any monetary/sale and purchase of this Pre-Order transaction.
- 5.2 Customer is not allowed to cancel the Pre-Order, change the selected device colour and the selected outlet once Customer has successfully completed and confirmed the transaction via Paypal.
- 5.3 Deposit of RM100.00 is not refundable and not transferrable.
- 5.4 Customer shall pay the balance amount for the Samsung Galaxy A5 (2017) or A7 (2017) directly to the selected outlet upon collection.

e.g. A5 (2017) RRP RM 1,699.00 – RM 100.00 (deposit) = **RM 1,599.00**  
**(Balance Amount)**

or

A7 (2017) RRP RM1,899.00 – RM 100.00 (deposit) = **RM 1,799.00**  
**(Balance Amount)**

#### **6. Collection**

- 6.1 The collection period of the Samsung Galaxy A Series (2017) pre-order is from **20<sup>th</sup> January 2017 to 19<sup>th</sup> February 2017** at the selected outlet during operation hours of each outlet. In the event Customer fails to collect the Samsung Galaxy A Series (2017) within the period stated herein, the deposit amount will be forfeited.

#### **7. Customer's Covenants**

- 7.1 In connection to this Campaign and placing the Pre-Order, Customer will not use this site:

- a) if Customer is not able to form legally binding contracts (i.e. if Customer is under 18 years old as at 1 January 2016) unless the Customer's parent / legal guardian reads and agrees to the Terms and Conditions herein,
- b) to submit fraudulent order, false, inaccurate, misleading, defamatory, or libelous information;
- c) to transfer Customer's Pre-Order to another party;
- d) to distribute viruses or any other technologies that may harm SAMSUNG, or the interests or property of other users;
- e) to export the unit purchased except in compliance with the export control laws of relevant jurisdictions and in accordance with posted rules and restrictions;
- f) 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.

## **8. Limitation of Liability**

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 Customer shall assume full responsibility in case of any accident, damage or claim resulting from participating in this Campaign.
- 8.5 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.
- 8.6 Warranty of the Samsung Galaxy A Series (2017) 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.
- 8.7 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.

## **9. Indemnity**

Customer will fully indemnify and hold SAMSUNG (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 this Terms and Conditions, improper use of the site or breach of any law or the rights of a third party.

## **10. 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>.

## **11. General**

- 11.1 No trade up or trade in (with other mobile phone) is allowed in this Pre-Order Campaign. This Campaign is strictly for the pre-order of the Samsung Galaxy A Series (2017) without any trade up or trade in transaction between Customer and selected outlet.
- 11.2 In the event Customer have queries with regard to the Campaign, please call Samsung helpline at 1-800-88-9999 for clarification.
- 11.3 SAMSUNG reserves the right to make amendments to the Terms and Conditions of the Campaign herein without prior notice.
- 11.4 SAMSUNG reserves the right to disqualify any submissions for Pre-Order in the event of violation of any of the Terms and Conditions.
- 11.5 In the event of any discrepancies between the information that Customer has submitted with regards to the Pre-Order and the information provided during collection of the Samsung Galaxy A Series (2017) at the selected outlet for any reasons whatsoever, SAMSUNG shall not be responsible for any loss or costs arising from such discrepancies howsoever caused.
- 11.6 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.
- 11.7 By participating in this Pre-Order Campaign, Customer fully and unconditionally agrees to and accepts Samsung's Privacy Policy as stated above, and the Terms and Conditions.
- 11.8 By placing an order, 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 Pre-Order Campaign, without further compensation, unless prohibited by law.

- 11.9 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.
- 11.10 This Terms and Conditions herein shall be governed by the laws of Malaysia and the jurisdiction of the courts of Malaysia.