Samsung Galaxy Z Flip3 TikTok Hashtag Challenge Campaign

Terms and Conditions

1. This **#FlipItAndWinIt TikTok Hashtag Challenge ("Campaign")** is organized by Samsung Malaysia Electronics (SME) Sdn. Bhd. ("Samsung") in conjunction with the launch of the new flagship product.

Duration

2. This Campaign will run from 20th October 2021 to 3rd November 2021 ("Campaign Period"), on Samsung Malaysia's TikTok Hashtag Challenge Page. Samsung shall reserve the right to shorten or extend the Campaign Period at its sole discretion without any prior notice.

3. **Eligibility**This Campaign 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 **20th October 2021**)
4. By participating in this Campaign, each consumer review (interchangeably referred to as "Participant", "You" or "Your") agrees to be bound by these Terms and Conditions.Employees, dealers or agents of Samsung or any of its group companies or their families or households or anyone connected to this Campaign are not eligible to participate in this Campaign.

How to Participate

5. This Campaign will run on Samsung Malaysia's TikTok Hashtag Challenge Page during the Campaign Period.

a) Participants will need to follow the steps below:

Step	Description
Step 1	Users must follow @samsung on TikTok and submit a TikTok using the hashtag #FlipItAndWinIt in response to the challenge of 'Show us your best (or funniest) impression of the challenge' and you stand a chance to win one of three Galaxy Z Flip3.
Step 2	Stay tuned to Samsung Malaysia's Instagram Account for the announcement of winners.

b) Participants must ensure that their comments are made visible to the public.

c) This Campaign will end on 3rd November 2021, 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.

Judging Criteria

6. A total of three (3) winners will be selected and announced by Samsung on the Samsung Malaysia Instagram account.
7. Submissions will be judged based on the originality, creativity and/or humour of the TikTok video.
8. Samsung's decision will be final. No correspondence or further claims shall be entertained.
9. All entries must meet the Eligibility requirements and fulfill the conditions stated in How to Participate rules. If it is found to be not valid, your entry will be deemed as null and void.
10. Shortlisted winners will be contacted by a Samsung personnel or its agent, a Leo Burnett representative, via TikTok. Winners shall be required to provide their contact details (i.e. Full name, TikTok account username, screenshot of subscription to @samsung on TikTok, IC number, mobile number, and mailing address) by 15th November 2021, to a given email address with the title: #FlipItAndWinIt TikTok Hashtag Challenge, failing which, his/her submission/entry will be deemed as null and void.
11. A Samsung personnel or its agent will verify the shortlisted winner is subscribed to @samsung on TikTok, failing which his/her submission/entry will be deemed as null and void.

Campaign Prizes

12. Details of Campaign prizes are as follows: -
    a) **3 Unit(s) of Galaxy Z Flip3 5G**

13. 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.
14. Any prize unclaimed after the said 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.

Delivery of Prize(s) and Prize Redemption

15. All prizes will be delivered to the winners within 30 working days after the contest period or such other period as may be determined solely by Samsung.

16. 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 delivery 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 delivery service.

17. Samsung shall not be responsible or liable for any delays or non-delivery of the prize.

18. Samsung shall not be responsible for any inaccurate details provided by the Participant to claim their prizes, if any.

Terms of Participation

19. By entering this Campaign, 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

20. Copyright of all images/photos/videos submitted to this Campaign remains with the Participants. However, by participating in this Campaign, 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.
21. Samsung will not be responsible for any inaccurate details provided by the Participant to claim their Prizes, if any.
22. Each Participant agrees to take part in any and all marketing, promotional, publicity exercises with respect to this Campaign; 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 thisCampaign 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 Campaign. 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 Campaign and/or Samsung products;

b. For the promotion and publicity of this Campaign 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.

23. 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.
24. Samsung reserves the right to disqualify any participant suspected of fraud, or if Samsung believes that the contestant's entry and/or results has been manipulated in any way by machines or computers. Samsung reserves the right to disqualify such Participants from the Campaign and/or receiving the prize. Samsung reserves the right to substitute or replace a new winner.
25. 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 Campaign.

Liability and Responsibility

26. Each participant agrees to indemnify 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, 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 Campaign, including without limitation, possession, use or misuse of the prize, or travel to or from any Campaign activity, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy.

Rights of Samsung

27. Samsung reserves the right to reject any post/ winner at its sole and absolute discretion without having to assign any reasons whatsoever.
28. Samsung reserves the right to change the prize(s) with item(s) of equal value and to change these Terms and Conditions without prior notice.
29. 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.
30. 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).

i. Samsung reserves the absolute right to cancel, terminate or suspend the Campaign with or 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.
ii. 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 Campaign.

31. Samsung reserves the right to amend these Terms and Conditions without prior notice.

Privacy Policy

32. By participating in this Campaign, 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 Campaign.
33. By participating in this Campaign, 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).

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