

SAMSUNG

Participation in the Samsung Student Offers Program (EDU)

Our School/College/University agrees to participate in Samsung Student Offers Program (EDU) supported and implemented by Samsung Malaysia Electronics (SME) Sdn Bhd.

A.	Effective Date																																	
B.	Program Description	Special promotion for Malaysia students & educators with a valid education email address ending with "edu.my".																																
C.	Term	<p>One (1) year</p> <p>This EDU shall automatically renew for successive periods of one (1) year unless either Party withdraws or terminates the EPP by providing 30 days prior notice.</p>																																
D.	Program Launching Requisite/Conditions	<ol style="list-style-type: none"> 1. Participating Partner to blast email to students & educators on the EDU launching & promotion if there is any. 2. The Participating Partner agrees to use and/or display Samsung Products in its [internal/external] marketing, advertising materials and social platform. Samsung will provide support to the Participating Partner in terms of marketing materials, visuals and Samsung Products. 3. Participating Partner agrees to allow Samsung to carry out at least one (1) of the following: <table border="1" data-bbox="764 1297 1416 1816"> <thead> <tr> <th data-bbox="764 1297 846 1371">No.</th> <th data-bbox="846 1297 1089 1371">Marketing Channel</th> <th data-bbox="1089 1297 1281 1371">Required "√"</th> <th data-bbox="1281 1297 1416 1371">Remark</th> </tr> </thead> <tbody> <tr> <td data-bbox="764 1371 846 1440">1</td> <td data-bbox="846 1371 1089 1440">Roadshow or Carnival</td> <td data-bbox="1089 1371 1281 1440"></td> <td data-bbox="1281 1371 1416 1440"></td> </tr> <tr> <td data-bbox="764 1440 846 1509">2</td> <td data-bbox="846 1440 1089 1509">New Student Orientation</td> <td data-bbox="1089 1440 1281 1509"></td> <td data-bbox="1281 1440 1416 1509"></td> </tr> <tr> <td data-bbox="764 1509 846 1579">3</td> <td data-bbox="846 1509 1089 1579">EDM (email blast)</td> <td data-bbox="1089 1509 1281 1579"></td> <td data-bbox="1281 1509 1416 1579"></td> </tr> <tr> <td data-bbox="764 1579 846 1648">4</td> <td data-bbox="846 1579 1089 1648">Display on TV at office</td> <td data-bbox="1089 1579 1281 1648"></td> <td data-bbox="1281 1579 1416 1648"></td> </tr> <tr> <td data-bbox="764 1648 846 1749">5</td> <td data-bbox="846 1648 1089 1749">Bunting to be placed in campus</td> <td data-bbox="1089 1648 1281 1749"></td> <td data-bbox="1281 1648 1416 1749"></td> </tr> <tr> <td data-bbox="764 1749 846 1780">6</td> <td data-bbox="846 1749 1089 1780">Intranet</td> <td data-bbox="1089 1749 1281 1780"></td> <td data-bbox="1281 1749 1416 1780"></td> </tr> <tr> <td data-bbox="764 1780 846 1816">7</td> <td data-bbox="846 1780 1089 1816">Other</td> <td data-bbox="1089 1780 1281 1816"></td> <td data-bbox="1281 1780 1416 1816"></td> </tr> </tbody> </table>	No.	Marketing Channel	Required "√"	Remark	1	Roadshow or Carnival			2	New Student Orientation			3	EDM (email blast)			4	Display on TV at office			5	Bunting to be placed in campus			6	Intranet			7	Other		
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Please fill out information below and return to Samsung Malaysia Electronics (SME) Sdn Bhd (“SME”)

Name of School, College, University (“Participating Partner”)	
Other sub- university	
Point of contact 1* Name : Title : Email : Contact : The Participating Partner is required to inform Samsung if point of contact has changed.	
Point of contact 2* Name : Title : Email : Contact : The Participating Partner is required to inform Samsung if point of contact has changed.	
Address:	
City*	
Postcode*	
Total number of students and educators*	
Students/Educators email domains (e.g. @xxx.edu.my)*	

* Mandatory field

SME and Participating Partner jointly by entering this EPP hereby agree as follows:

1. Participating Partner's is an intermediary between EPP users and SME by providing information in regard to the EPP and to act as a liaison between SME and EPP users (where applicable).
2. Although the Participating Partner is not a party to the EPP entered into by the EPP user and SME, the Participating Partner will assist SME in regards to confirming that the EPP user is an employee of the Participating Partner, when requested.
3. SME and the Participating Partner shall comply with all applicable laws including but not limited to anti-bribery, anti-corruption, anti-money laundering, export control, sanctions, human rights, competition, and personal data protection.
4. SME and its affiliates shall not process the EPP users' personal data provided by the Participating Partner to SME or its affiliates under the EPP other than for the purpose of employment verification only, and shall destroy or return the EPP users' personal data to the Participating Partner upon completion of such verification exercise. For purposes other than employment verification, SME and its affiliates shall obtain separate consent directly from the EPP users to process their personal data."
5. The Terms and Conditions for EPP Users in Appendix A is attached for reference purposes.
6. Either Party may withdraw from or terminate the EPP with written notice of at least 30 days to the other Party.
7. SME reserves the right to amend these Terms and Conditions without prior notice to the extend permitted by law.

Declaration

1. I/ We hereby confirm that the information provided above is true and correct at all times.
2. I/ We hereby agree to abide and accept the terms and conditions of EDU stated Appendix A herein.
3. I/ We have read, understood and accept Samsung's Privacy Policy [<https://www.samsung.com/my/info/privacy/>] and give our absolute consent to SME to store & process our personal data for the purposes mentioned above.

Name:

Affix company chop

Designation:

(Authorised signatories)

Company:

APPENDIX A

EDU Terms & Conditions:

Samsung Student Offers Program ("EDU") implemented by Samsung Malaysia Electronics (SME) Sdn Bhd ("SME") is a program extended to current or newly accepted student or employee of an eligible, accredited educational institution in Malaysia (such as a school, college or university) ("**Participating Partner**") providing access to Samsung products ("**Products**").

The sale transaction is between the Eligible Customer/EDU User and Samsung SDS Malaysia Sdn Bhd ("SDS"). All sales are subject to SDS sales terms and conditions which are available at <https://www.samsung.com/my/shop-faq/service-and-warranty/what-are-the-terms-and-conditions/>

These terms and conditions for EDU are applicable between SME and the participating partner & the EDU user.

Access to EDU is provided to users on the following terms and conditions ("Terms"):

1. The EDU users agree to comply with all the terms and conditions herein when accessing or using the e-Store. The scope of these Terms and Conditions is limited to SME's role of hosting this site and organizing promotions or campaigns, as the case may be. The sale transaction is between Samsung SDS Malaysia Sdn Bhd ("SDS") and EDU users. SME only provides the recommended retail price ("RRP") and other information, where applicable.
2. Samsung may from time to time, and in its absolute discretion, offer discounts on a product featured in its Online Store ("Product"), or on a range or category of Products, to current or newly-accepted full time or part time students and employees of eligible, accredited educational institutions in Malaysia (including schools, universities and colleges) who have a valid Malaysian educational email address as recognised by Samsung (each an "Eligible Customer"). Educational institutions are not Eligible Customers. Samsung may, in its absolute discretion and at any time, either temporarily or permanently withdraw the offer discounts provided to Eligible Customers. The decision as to who is an Eligible Customer for the purposes of these Terms is in Samsung's absolute discretion.
3. If you are an Eligible Customer and you wish to purchase a discounted Product offered on the Online Store, you must:
 - 2.2.1. Establish a Samsung Account using your valid Malaysian educational email address ending with edu.my as recognised by Samsung as the nominated email address for your account;
 - 2.2.2. Login to the EDU Site, using your valid Malaysian educational email address as recognised by Samsung and Samsung Account password; and
 - 2.2.3. Make a purchase in accordance with these Terms.
4. EDU is intended for personal use of the EDU users only.
5. Access to EDU and the benefits provided to EDU users is at the sole discretion of SME and is subject to change at any time without prior notice.
6. EDU users are subject to purchasing quotas and spend limits for each Products. EDU quota limits apply for calendar year periods and will refresh at the beginning of each calendar year (1 January to 31 December).
7. EDU users are not allowed to resell, export, or transfer the purchase to any third party. If an EDU user resell, export or transfer any Products within 12 months of purchase, the EDU user shall reimburse SME for the difference between the Product's recommended retail price (as at the date of purchase by the EDU user) and the discounted price that the EDU user paid for the Product on EDU. On-selling of devices will be strictly monitored by SME. IMEIs of mobile Products/Serial

Number of Consumer Electronics are recorded and SME reserves the right to track and trace any IMEIs/Serial Numbers sold through EDU for the purposes of monitoring compliance with these Terms.

8. EDU users shall not publish any EDU information, promotion and any marketing material, any prices or discounts offered to the EDU user under EDU in any medium (including on social media or any online platforms) or otherwise disclose to any person (other than a family member). In particular, EDU users shall not disclose such information to any retail partners or business partners of SME and shall not request that EDU prices are matched by such retail partners.
9. Offers, benefits or promotions offered by SME separately from EDU are not available to EDU users in conjunction with an EDU purchase.
10. SME reserves the right to terminate or suspend or invalidate access or discontinue the eligibility of any person who uses EDU, if EDU user does not comply or breaches or SME suspects that EDU user fails to comply with any of these Terms or the SDS sales terms and conditions at <https://www.samsung.com/my/shop-faq/service-and-warranty/what-are-the-terms-and-conditions/> without any prior notice. In addition, SME shall reserves the right to take legal action against any person as it deems necessary in its sole discretion to recover any damages from such person to the fullest extent permitted by law.
11. SME reserves the right to revise or change or amend these Terms without prior notice. In no event shall SME be liable for any claims, costs or damages caused by or arising from such changes or revision or amendments.
12. Any disputes regarding EDU or eligibility for EDU user or EDU user's compliance with these Terms will be resolved by SME in its sole discretion. SME's decision is final and no further correspondence or appeal will be entertained.
13. Samsung and/or SDS reserve the right to cancel any order placed by the EPP user without any prior notice. For avoidance of doubt, any cancellation of orders will not entitle the EPP user to any compensation against Samsung and/or SDS for any losses or damages directly or indirectly that may be suffered or incurred by the EPP user as a result of the cancellation.
14. By participating in this EDU, EDU users accepts all responsibility for and hereby release and agrees to indemnify and hold SME harmless from and against any claims, liability, damages or expenses that may arise from participating in this EDU.
15. The standard product warranty coverage is as per terms and conditions stated in the official corporate website at <http://www.samsung.com/my/support/warranty>. The EPP user is advised to check the website from time to time and stay informed of any changes on the terms and conditions of the warranty.
16. EDU users by participating in EDU would be deemed to have read, understood and accept Samsung's Privacy Policy <https://www.samsung.com/my/info/privacy/> and given absolute consent to SME to store and process the personal data for EDU. For the full Terms and Conditions of Sale, kindly refer to <https://www.samsung.com/my/shop-faq/service-and-warranty/what-are-the-terms-and-conditions/>
17. These Terms herein shall be governed by and interpreted in accordance with laws of Malaysia and the parties will submit into exclusive jurisdiction of Malaysian courts.

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