

## TERMS AND CONDITIONS

1. AWE-mazing Deals Campaign (“**Campaign**”) is organized by Samsung Malaysia Electronics (SME) Sdn. Bhd. [Company No. 200301026766(629186-D)] (“**Samsung**”).
2. The scope of these Terms and Conditions is limited to Samsung's role of organizing this Campaign only. By participating, the Participant agrees to comply with all the terms and conditions herein.

## DURATION

3. This Campaign will commence from 9 September 2024 and end on 31 October 2024, (“**Campaign Period**”). Samsung reserves the right to shorten, extend or cancel the Campaign Period at its sole discretion without any prior notice.

## ELIGIBILITY

4. This Campaign is open to participants who are:
  - (a) citizen or permanent residents of Malaysia; and
  - (b) aged 18 years old and above, as stated on their NRIC/Passport (as of 9 September 2024);
  - (c) new & existing Galaxy A55 5G users
5. Eligible participants are as defined herein in relation to the Campaign and shall fully comply with “**How to Participate**” mechanism set out below.
6. By participating in this Campaign, each eligible Participant (interchangeably referred to as “**Participant**”, “**You**” or “**Your**”) agrees to be bound by these Terms and Conditions.

## HOW TO PARTICIPATE

7. Eligible Participant who successfully transacts using payment card on Samsung Wallet or Samsung Pay application will collect voucher(s) as follows:

No of Transaction	Item
1 <sup>st</sup>	My News RM10 E-voucher
2 <sup>nd</sup>	Eggette Lab 10% E-voucher
3 <sup>rd</sup>	ZUS Coffee RM12 E-voucher
4 <sup>th</sup>	-
5 <sup>th</sup>	Baskin Robbins RM15.50 Single King Scoop E-Voucher
6 <sup>th</sup>	Tealive RM10 E-voucher
7 <sup>th</sup>	-
8 <sup>th</sup>	Gold Screen Cinema (GSC) RM20 E-voucher
9 <sup>th</sup>	KFC RM16 Snack Plate E-voucher
10 <sup>th</sup>	Setel RM20 E-voucher
11 <sup>th</sup>	-
12 <sup>th</sup>	-
13 <sup>th</sup>	Ilao Ilao RM13.90 Small tub with topping E-voucher
14 <sup>th</sup>	-
15 <sup>th</sup>	-
16 <sup>th</sup>	Shopee RM30 E-voucher
17 <sup>th</sup>	-

18 <sup>th</sup>	-
19 <sup>th</sup>	-
20 <sup>th</sup>	RM50 Touch 'N Go E-voucher
<p>Note:  [1] Use of third party voucher is subject to third party's terms and conditions which the Participant shall adhere to.  [2] Eligible Participant is entitled to claim maximum one (1) voucher per day during the Campaign Period.</p>	

8. Eligible Participant will need to follow the steps below:

Step	Description
<b>Step 1</b>	Register for a Samsung Account
<b>Step 2</b>	Activate his/her Samsung Wallet or Samsung Pay on Galaxy A55 5G
<b>Step 3</b>	Join Campaign and accept the terms and conditions
<b>Step 4</b>	Press "Join now" and start transacting with Samsung Wallet or Samsung Pay to earn voucher.
<b>Step 5</b>	Upon completing the relevant transaction(s), eligible Participant will get E-voucher as set out in paragraph 7 above.

9. This Campaign is limited to the quantity set out below, on a first come first served basis and while stocks last.

Item	Capped Quantity
Eggette Lab 10% E-voucher	1,000 units
My News RM10 E-voucher	400 units
ZUS Coffee RM12 E-voucher	400 units
Baskin Robbins RM15.50 Single King Scoop E-Voucher	400 units
Tealive RM10 E-voucher	400 units
Gold Screen Cinema (GSC) RM20 E-voucher	400 units
KFC RM16 Snack Plate E-voucher	400 units
Setel RM20 E-voucher	500 units
Ilao Ilao RM13.90 Small tub with topping E-voucher	400 units
Shopee RM30 E-voucher	400 units
RM50 Touch 'N Go E-voucher	400 units

#### Terms of Participation

13. 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.
14. 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.
15. 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 this Campaign 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.

16. Samsung reserves the right to check the validity/eligibility of any participation. Failure to comply with the eligibility and Terms and Conditions herein will not be accepted.
17. Samsung reserves the right to disqualify any Participant suspected of fraud, hacking, tampering with the Campaign submission process or if Samsung believes that the entry and/or results has been manipulated in any way by machines or computers or breach of any terms and conditions of the Campaign.
18. Samsung reserves the right to disqualify such Participants from the Campaign and/or receiving the gift/reward.
19. 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**

20. 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**

21. Samsung reserves the right to reject any entry/participation at its sole and absolute discretion without having to assign any reasons whatsoever.
22. All free gift(s), rebate(s), reward(s) and voucher(s) if any, are on first come first served basis and while stocks last. They are not redeemable for cash, not exchangeable or transferable and cannot be used in conjunction with other promotional offers.
23. Samsung reserves the right to change or replace the free gift(s), rebate(s), reward(s) and voucher(s) with item(s) of equal value.
24. All pictures and/or images of the free gift(s), rebate(s), reward(s) and voucher(s) found in any advertising and marketing materials are for illustration purposes only and actual item or colour may vary.
25. Samsung reserves the right to disqualify or reject any submissions/ redemptions for free gift(s), rebate(s), reward(s) and voucher(s) in its sole discretion without prior notice, limit or cancel quantities purchased per person or per order.
26. Samsung reserves the right to amend these Terms and Conditions without prior notice.
27. 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.
28. Samsung does not undertake any responsibility or obligation to ensure that any free gift(s), rebate(s), reward(s) and voucher(s) will be delivered to any Participant. 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 to that effect. 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 Campaign, 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 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 free gift(s), rebate(s), reward(s) and voucher(s) value to that stated in these Terms & Conditions;
  - (e) Any tax liability incurred by a Participant; or
  - (f) Use of the free gift(s), rebate(s), reward(s) and voucher(s).
29. Samsung reserves the absolute right to cancel, terminate or suspend the Campaign 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.
30. 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.

#### **Privacy Policy**

31. 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.
32. 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 Campaign, and in accordance with the Samsung Privacy Policy ([www.samsung.com/my/info/privacy.html](http://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).
33. These Terms and Conditions shall be governed and construed in accordance with the laws of Malaysia, and each Participant irrevocable submits to the exclusive jurisdiction of the courts of Malaysia.