TERMS AND CONDITIONS FOR EXPRESS STORE PICKUP SERVICE

1. Introduction

- i. The express store pickup service will allow you to conveniently purchase selected consumer electronic products online and collect them at your selected store location ("Service").
- ii. This service is provided by Samsung authorized dealers ("Service Provider"). The Service transaction is between the Customer and the Service Provider. Samsung Malaysia Electronics (SME) Sdn Bhd ("Samsung") is only hosting this site to connect the Customer and Service Provider. The customer acknowledges that Samsung is not a service provider for the Service stated herein.
- iii. By purchasing the Service, Customer agrees to be bound by all terms and conditions set forth in this terms and conditions stated herein.

2. Service Hours for Express Store Pickup

- i. Express Store Pickup:
 - · Selected stores and selected products only.
 - Same day pickup subject to stock availability and store operating hours.
- ii. Home Entertainment and Home Appliances Express Store Pickup:
 - Orders placed before 1:00 PM (Mon-Fri / Business day): Available for same-day pickup.
 - Orders placed after 1:00 PM (Mon-Fri / Business day), Saturday, Sunday, or Public Holiday: Available for next available business day pickup.
 - Pickup hours are based on the store's operating hours. Orders placed on weekdays may be
 picked up during the weekend if the Customer received the Express Order is Ready to
 Pickup email notification.
- iii. Mobile Express Store Pickup:
 - Orders placed before 5:00 PM: Available for same-day pickup.
 - Orders placed after 5:00 PM: Available for next-day pickup.

Notes:

- In Kedah, Terengganu and Kelantan, the weekend is observed on Friday and Saturday, whereas in other states, the weekend falls on Saturday and Sunday.
- The order processing and pickup schedules are subject to Customers' availability and SEP's stock availability.

3. Order Placement & Confirmation

- Available only at selected store locations (choose during checkout).
- After placing an order, Customer will receive an order acknowledgement email.
- Express orders are subject to store stock availability. If an item is not available for in-store pickup:
 - Home Entertainment and Home Appliances: it will automatically be shipped to your registered address based on the Standard Delivery lead time.
 - Mobile: it will be made available for standard store pickup based on the Standard Store Pickup lead time.
- The lead time for Standard Delivery or Standard Store Pickup may exceed 7 working days.

4. Pickup Notification

- Customer will receive an Express Order is Ready to Pickup email when the order is ready for collection at the selected stores.
- Order Acknowledgement shall not constitute as the proof of order is ready for pickup. Please
 do not attempt to pick up the order before receiving Express Order is Ready to Pickup email,
 as the items may not be available at the selected store yet.

5. Pickup Process

- To pick up express order, Customer must present the **Express Order is Ready to Pickup** email (either printed or on your mobile device).
- In case Customer is not able to collect the order personally, Customer shall provide a written authorization letter to collect the item on behalf of Customer.
- Customer must pick up the order within 14 days of receiving the Express Order is Ready to Pickup email.
- If Customer have not picked up the orders by the end of the 14th day, the store agent will contact the customer, and the order will be delivered directly at an additional delivery cost.

6. Changes or Cancellations

Once your order is placed, changes or cancellations cannot be made.

7. Returns & Refund

Returns of purchased item(s) must comply with Samsung policy. Please refer to <u>FAQ</u> for further information.

8. General

- In the event Customer has queries with regard to the Service, please call Samsung Customer Service at 1800 88 9999 for clarification.
- ii. By participating in this Service, Customer fully and unconditionally agrees to and accepts the Terms and Conditions stated herein and the decisions of Samsung in every aspect of this Service shall be final and binding.
- iii. Samsung reserves the right to amend these Terms and Conditions without prior notice to the extent permitted by law.
- iv. Samsung shall not be liable or responsible in any way for any costs, expenses, damages, liability or injury arising out of or in any way connected with the Service. If there is any dispute between Customer and Service Provider, Customer agrees that Samsung is under no obligation to be involved.
- v. If we note or suspect any irregular behaviour and transaction, we may reject or cancel any such orders without notice and without any liability to you or any parties. We are further entitled to take the necessary actions to recover any loss or damage against all relevant parties for such orders and transactions.
- vi. By purchasing, subscribing or utilising this Service, the Customer agrees to release 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 and actions of any kind in connection with this Service, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy.

- vii. The Customer acknowledges that Samsung, and Service Provider may collect the Customer's information, including personal information in the form of, among others, survey forms, (whether on our own or by appointed service provided) taken during the performance of Service. By purchasing the Service, you agree that the collection of such information will be processed, handled and use in accordance with the Samsung Privacy Policy at http://www.samsung.com/my/info/privacy.html.
- viii. The Customer will be deemed to have consented to the use of their personal data in the manner set out at http://www.samsung.com/my/shop-faq/privacy-policy and http://www.samsung.com/my/info/privacy/when using the Service.
- ix. The Terms and Condition herein shall be governed by and interpreted in accordance with Malaysian law and the parties submit to the exclusive jurisdiction of the Malaysian courts.

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