

## Samsung Rewards Program TERMS AND CONDITIONS

Updated as of 26 December 2024

**PLEASE READ CAREFULLY.** By enrolling in this program, you agree to the following terms and conditions that govern the Samsung Rewards Program (“these Terms and Condition”).

**Note:** Participation in the Samsung Rewards Program may vary depending on site launch.

### A. Overview of Samsung Rewards Program

Samsung Rewards Program (the "Program") is a loyalty program sponsored by Samsung Malaysia Electronics (SME) Sdn Bhd (“Sponsor”) through which individuals (“Participants”) who have a valid Samsung Account ID and agree to participate in the Samsung Rewards Program, may earn points (“Points”) that will be credited to Participant's Samsung Rewards Account (“Rewards Account”) as set forth herein.

The Program enables Participants to earn Points for each purchase on the Samsung.com shop and to redeem the Points on their next purchase on the Samsung.com shop. By creating a Samsung Account ID, the Participants will automatically be enrolled into the Program.

For additional information, please visit <https://www.samsung.com/my/rewards/>

### B. Eligibility and Participation in the Program

- Age:** The Program is open to citizens and legal residents residing in Malaysia. Participants must have a valid Samsung Account ID. Accounts are free, but subject to the Samsung Account terms and conditions. If you do not have a Samsung Account ID, visit <https://account.samsung.com> and follow the links and instructions to create an account. The Samsung Account terms and conditions form an integral part of these Terms and Conditions. In case of any inconsistency or conflict between these Terms and Conditions and the Samsung Account terms and conditions, these Terms and Conditions shall prevail. Unless you are eighteen (18) years of age or older, you are not permitted to participate in the Program unless your parent or legal guardian understands and consents to these Terms and Conditions. If you are a parent or legal guardian permitting a person under the age of 18 years ("Minor") to use the Program, you agree to: (i) supervise the Minor's use of the Program; (ii) assume all risks associated with the Minor's use of the Program, (iii) assume any liability resulting from the Minor's use of the Program; (iv) ensure the accuracy and truthfulness of all information submitted by the Minor or, if required by the laws of your jurisdiction, submit all required information truthfully and accurately on behalf by the Minor; and (v) assume responsibility and are bound by these Terms and Conditions for the Minor's access and use of the Program.
- Registration:** For Samsung Account IDs created after 11 April 2023, Participants will be automatically enrolled onto the Program subject to these Terms and Conditions. Accounts that have been created before the mentioned date will be required to sign up separately to Samsung Rewards. Continued participation in the Program constitutes each Participant's continued full and unconditional agreement to these Terms and Conditions, as they may be updated from time to time (“Rules”), and representation that Participant meets the eligibility requirements set out in these Rules. Those who do not comply with these Rules may be prohibited from participating in the Program as determined by Sponsor in its sole discretion. There is a limit of one (1) Rewards Account per person/e-mail address, regardless of whether more than one person uses the same e-mail address. The person who is the authorized e-mail account holder of the e-mail address indicated when registering (and who otherwise meets the eligibility criteria) will be deemed the Participant.
- Participant's Personal Information:** To learn how Sponsor will use the personal information collected in connection with the Rewards Account and/or this Program, read Samsung account Privacy Notice at <https://account.samsung.com/membership/policy/privacy>.

4. **Receive Notifications From Sponsor:** By creating a Samsung Account ID, enrolling into the Program and accepting these Rules, Participants hereby agree to receive email messaging to the email address associated with his/her Samsung Account as set forth in Samsung account Privacy Notice at <https://account.samsung.com/membership/policy/privacy>) and/or push notification messages to their Samsung Mobile Device from Sponsor for promotional, information and/or other purposes.
5. **Privacy and Protection of Personal Data:** You agree that Sponsor may collect, use, disclose, transfer and store personally identifiable data and information about you in accordance with Samsung account Privacy Notice at <https://account.samsung.com/membership/policy/privacy> for purposes of operating and managing the Program.
6. **Confidentiality:** You represent and warrant that you shall not publish information related to the Program, the related promotions and/or any marketing material, any prices or discounts, if any, offered under the Program in any medium (including on social media or any online platforms) or otherwise disclose to any person. The Sponsor reserves the right to terminate or suspend or invalidate your access or discontinue the Program without any prior notice, if you do not comply or breach; or where the Sponsor suspects that you fail to comply with any terms and conditions of the Program. In addition, the Sponsor reserves the right to take legal action against you as it deems necessary in its sole discretion to recover any damages from you to the fullest extent permitted by law.

#### **C. Duration, Modification and Termination of the Program**

1. The Program will continue until Sponsor announces its termination, which it may do at any time, with or without notice to Participants. Sponsor also reserves the right to suspend or modify the Program, at its discretion, at any time with or without notice. Termination, modification or suspension may affect a Participant's ability to redeem accumulated Points.
2. A Participant's continued participation in the Program constitutes his or her acceptance of any changes to these Rules.

#### **D. Earning Points**

1. Earning Points through Samsung Pay (Only applicable for limited number of countries and qualifying devices).
  - a) Please check Qualifying device referring to <https://www.samsung.com/my/samsung-pay/supported-devices/>
  - b) Samsung Pay is available in South Korea, Canada, United States, China, Spain, Australia, Singapore, Brazil, Kazakhstan, UK, France, Germany, Italy, Malaysia, India, Sweden, Denmark, Finland, Norway, United Arab Emirates, Switzerland, Chinese Taiwan, Hong Kong, Kuwait, Qatar, Bahrain, Oman, South Africa, and Vietnam. Samsung is working to expand Samsung Pay to additional regions.
  - c) The following are additional requirements for the use of Samsung Pay: Download and install Samsung Pay application on a Qualifying Device subject to understanding and accepting its terms of use; and Register a qualifying Credit, Debit and/ or Prepaid Card with Samsung Pay ("Qualifying Card"). Not all cards are compatible.
  - d) Please check the Samsung Pay support page for list of supported cards referring to <https://www.samsung.com/my/samsung-pay/banking-merchant-partners/>.
  - e) You will earn Points for each purchase using the Samsung Pay made with a Qualifying Device, using a Qualifying Card, herein a "Qualifying Transaction". A Qualifying Transaction is complete once you authorize a payment, it is successfully completed and you receive a confirmation push

notification. Please keep in mind the limitation that you may only earn Points for up to 50 Qualified Transactions through Samsung Pay each month.

- f) Points Earned and Tier Status for each Qualified Transaction. The number of Points that you will earn for each Qualified Transaction will depend on your current "Tier" status. Your Tier status is based on the cumulative number of Qualified Transactions you have made in the current calendar month as set forth in the table below.

<b>Tier</b>	<b>Number of Qualified Transactions made during the calendar month</b>	<b>Points earned per Qualified Transaction</b>
Bronze	1 - 5	10 Points
Silver	6 - 20	20 Points
Gold	21 - 50	40 Points

- g) You can earn a Tier status at any time in the month by making the required number of cumulative Qualified Transactions. The said Tier status will remain in effect as the minimum Tier Status for the following full calendar month only (through the last day of the month at 11:59 p.m. MYT). You must re-qualify for future calendar months.
- h) For example: If you make ten (10) Qualified Transactions in Month 1, you will earn Points based on your "Silver" status for the remaining days of Month 1 and will maintain "Silver" status for all of Month 2. If you only make three (3) Qualified Transactions in Month 2, your status as of the beginning of Month 3 will now be Bronze.

2. Earning Points through **Samsung Malaysia Online Store:**

- a) You may earn Points and Program benefits based on your achieved Samsung Account Tier Status. There are three (3) Tiers: Blue, Gold and Platinum. Your Tier Status will be calculated based on the total spend on Qualifying Transactions made via Samsung Rewards Account within the last 24 months, as set forth in the table below:

<b>Tier</b>	<b>Cumulative Spend on Qualifying Transactions within 24 Months</b>	<b>Tier Benefits</b>
<b>Blue</b>	<b>RM0 – 9,999</b>	<ul style="list-style-type: none"> <li>• Earn 1% back in Points on any Qualifying Transaction</li> <li>• Enjoy Blue Tier Point multipliers on selected products as advertised</li> </ul>
<b>Gold</b>	<b>RM10,000 – RM19,999</b>	<ul style="list-style-type: none"> <li>• Earn 3% back in Points on any Qualifying Transaction</li> <li>• Enjoy Gold Tier Point multipliers on select products as advertised</li> </ul>

Tier	Cumulative Spend on Qualifying Transactions within 24 Months	Tier Benefits
Platinum	RM20,000 or more	<ul style="list-style-type: none"> <li>• Earn 5% back in Points on any Qualifying Transaction</li> <li>• Enjoy Platinum Tier Point multipliers on select products as advertised</li> </ul>

“**Qualifying Transactions**” refer to completed orders made on the Samsung Malaysia Online Store and excludes all returned, cancelled or refunded orders (whether in whole or in part).

- b) You can achieve a Tier Status mentioned in the table above via eligible purchases on e-Store or sites that participates this Program. The said Tier Status will remain in effect as the minimum Tier Status for the following 24 months from the date the Tier Status is assigned in accordance with the Tier Assignment Frequency. You must requalify for Tier Status at the cessation of the 24 months. Your Tier Status is based on the highest qualifying Tier for which you qualifies. For example: If you reach cumulative spend of RM10,000 until 31 January 2023, you will be granted "Gold" Tier Status on 10 February 2023. The status will be maintained for 24 months until 9 February 2025 (unless a higher Tier is achieved). Where a higher Tier Status is achieved during a 24 months, a new 24 months will commence from the date that the higher Tier Status is assigned in accordance with the Tier Assignment Frequency. Your Tier Status at the conclusion of a 24 months will be re-determined based on the cumulative spend in that 24 months.
- c) **Tier Assignment Frequency:** The Tier Status will be evaluated on the every 10<sup>th</sup> of each month. If you achieved a new Tier Status, your Tier Status will be assigned or adjusted even if it is during the validity period of their current tier. Please note that occasionally, the Tier Status may be assigned on a date other than the 10th due to e.g. launching date/event selection/exception selection, etc.
- d) **Bonus Points:** Sponsor may from time to time offer bonus Points promotions. Any changes to Points earn or redemption rates will be detailed in the terms and conditions of the relevant promotion.
- e) **Other Tier Benefits:** Sponsor may from time to time offer other Tier benefits in addition to those in the Tier Level table above. Any such benefits will be detailed in the terms and conditions of the relevant promotion.
3. Earning Points through Samsung Employee Purchase Program (**EPP**) site: You may earn 1% back in Points on any Qualifying Transaction. Your Tier Status will not be available on EPP site. However, the total spend on Qualifying Transactions made within the last 24 months via Samsung Rewards Account on EPP sites will be combined to evaluate the tier status and will be displayed on Samsung Malaysia Online Store.
4. Earning Points through **Other Samsung Applications/Programs:** Sponsor may, from time to time, offer Points through the use of other Samsung applications and/or programs. Each application or program will provide details and terms regarding how to earn Points.
5. Earning Points through **Special Offers:** Sponsor may, from time to time, offer Points and prizes through promotional offers, promotional games, campaigns or events.

## **E. Point Value, Forfeiture of Points, & Viewing Points**

- 1. No Cash Value or Transferability.** The Points do not constitute property, do not entitle you to a vested right or interest and have no cash value. As such, Points are not redeemable for cash, transferable or assignable for any reason. Accordingly, Points are not transferable upon death, as part of a domestic relations matter or otherwise by operation of law. The sale or transfer of Points is strictly prohibited. Points may not be sold on any secondary market, and any transfer of Points to a secondary market shall be deemed void. You will not be compensated if your Samsung Rewards Account is terminated, your points are forfeited or expire, or you become ineligible to hold an account. There shall be no carry over or transfer of Points to other Sponsor programs, unless otherwise determined by Sponsor in its sole and absolute discretion.
- 2. Point Expiration.** Points earned from 17 October 2023 onwards (12.00 a.m.) will be valid for thirty six (36) months ("Valid Period"), through the last day of that month at 11:59 p.m. MYT. Points not redeemed during the Valid Period will expire and be forfeited.
- 3. Accrued Points Viewable in Participant's Rewards Account.** The number of Points collected by each Participant will be tracked in the Participant's Samsung Rewards Account. Points will be credited to Participant's Rewards Account after (i) confirmation of transaction completion; (ii) the applicable return period has lapsed; and/or (iii) the applicable chargeback window has closed. However, each Participant will have the responsibility of ensuring that his/her Points are properly credited. Any claim for Points not credited accurately must be received by Sponsor within seven (7) days of the date of claimed accrual of such Points. Manual issuance of Points can take up to sixty (60) days. Sponsor shall have no liability for any printing, production, typographical, mechanical or other errors in the Points summaries or Participant Reward Account. Sponsor reserves the right to invalidate Points from a Participant Rewards Account if it determines that such Points were improperly credited or obtained fraudulently. Sponsor reserves the right to require proof of accrual of Points and Sponsor reserves the right to delay the processing or redemption of any Points without notice to Participants in order to assure compliance with these Rules. Participants are responsible for maintaining the confidentiality of their Participant Rewards Accounts and activity on their Participant Rewards Account, and Participants agree to accept responsibility for all activities that occur under their Rewards Account. Without limiting any other remedies, Sponsor may suspend or terminate a Participant's Reward Account if Sponsor suspects that a Participant has engaged in fraudulent activity in connection with the Program. Participation in the Program is subject to these Rules, as well as policies and procedures that Sponsor may adopt or modify from time to time. Any failure to abide by these Rules or any policies or procedures implemented by Sponsor, any conduct detrimental to Sponsor, or any misrepresentation or fraudulent activities in connection with the Program may result, in addition to any rights or remedies available to Sponsor in law or equity, in the termination of participation in the Program, as well as forfeiture of Points accrued to date, all as determined by Sponsor in its sole discretion.

## **F. Rewards Redemption from the Rewards Catalogue on Samsung Members App**

1. Points may be used to redeem items in the Rewards Catalogue once Participants have accrued the required Points. The total number of Points Participants can use is the number of Points available in their Rewards Account.
2. Redeeming Points Earned from the Rewards Catalogue:
  - a) Participant may visit the Rewards Catalogue within the Samsung Members App to redeem items with accrued Points.
  - b) To redeem items from the Rewards Catalogue, follow the links and instructions to browse through the Rewards Catalogue. Once Participant has located an item he or she would like to redeem, he or she can redeem the item by clicking on the "Redeem" button. Participant will receive confirmation that the item has been redeemed and the associated Points will be deducted from his/her Rewards Account.

- c) Sponsor reserves the right to modify the list of items available for purchase/redeem, as well as their corresponding Point values, at any time for any reason.
- d) All purchases/redemption for items from the Rewards Catalogue are final and the Points will be deducted from Participant's Rewards Account.
- e) Sponsor reserves the right to substitute an item advertised with an item of equal or greater value if due to unavailability or for any other reason.
- f) Fulfilment process and timing will vary depending on the Reward purchased through the Rewards Catalogue. Details will be provided at the time of purchase.
- g) Except as otherwise provided herein, no refunds will be provided on any purchased item. If for any reason a purchased item is received damaged, becomes unavailable, or cannot be fulfilled, Sponsor, in its sole discretion, reserves the right to replace the purchased/redeemed item with a similar item of equal or greater value.
- h) Third party voucher/ rebates/ coupons/ offer items ("**Third Party Items**") may be available for redemption through the Rewards Catalogue. To the extent permitted by law, Sponsor disclaims any warranty, accuracy, fitness for use, condition, or representation in respect of any Third Party Items in any aspects including but not limited to quality, accuracy, non-infringement of third party rights and compliance of any applicable laws or regulations or that any third party will honor or acknowledge the Third Party Item. The use of the Third Party Item may be governed by such third party's terms of use, privacy policy, terms and conditions or such other agreement.

**G. Rewards Points Redemption on Samsung Malaysia Online Store/ EPP site**

1. Points may be redeemed for discounts on products offered on the Samsung Malaysia Online Store or EPP site, when Participant is logged into their Samsung Account. Participant may redeem up to a maximum of 99% of the purchase price (inclusive of tax) of any transaction, regardless of the total number of points Participant has accrued in their Rewards Account. Participant must spend at least RM1 per redemption.
2. The number of Points available to use for the purchase and its corresponding ringgit value available to apply to the purchase will be displayed during check out.
3. Where a Participant applies a discount voucher and redeems points in a single order, **PLEASE NOTE that the value of the points will be deducted from the purchase price PRIOR to the application of the discount voucher.**

For example:

Product Price	RM 1000	RM1000
Rewards Point	100 pts (100*0.03 = RM 3)	RM1000 - RM 3
		RM997
Voucher	5% off	RM 997 - 5%
<b>TOTAL PAYABLE AMOUNT</b>		<b>RM 947.15</b>

4. Points may not be used to pay for shipping, or other fees, if any, and are not redeemable for the purchase of services (including Samsung Care+ and installation services).
5. Upon completion of check out, the Points will be deducted from Participant's Rewards Account. The deduction of Points is final and except as described below in subsections (5) and (6), Points will not be returned.
6. Where an order for a product purchased using Points is returned or cancelled, Points will be returned to Participant upon cancellation or once Sponsor confirms satisfactory return of the applicable product(s).

6. Where both cash and Points are used for a purchase or where multiple products are purchased but not all products are satisfactorily returned, the Points returned to Participant will be provided on a pro-rata basis, together with a refund of any cash balance of the returned purchase price where applicable.

## H. Points Conversion and Transfer

### 1. Points Transfer – Eligibility and Availability

- (a) Where a Participant has accrued Rewards Points in multiple countries, these sit within separate Rewards Accounts for each country, each overseen by the Samsung Electronics subsidiary which operates Samsung Rewards Program in that country.
- (b) Participants may transfer Rewards Points from one Samsung Rewards Program to another (a “Transfer”). In order to use the Transfer feature, Participants must
  - i. Have registered two active Samsung Rewards Accounts: a Sending Account in one Samsung Rewards Program from which the points are being transferred, and a Recipient Account in another Samsung Rewards Program to which the points are being transferred
  - ii. Have registered the Sending Account and Recipient Account to the same Samsung Account
  - iii. Have at least 1 Rewards Point in the Sending Account.
- (c) These Terms and Conditions apply to any Transfer from any Rewards Program outside Malaysia to Participant’s Recipient Account within Malaysia Samsung Rewards Program).
- (d) Participants can only transfer Rewards Points between their own Rewards Accounts. It is not possible to send Points to or receive Points from another person or Samsung Account.
- (e) Participants can request Transfers in the Samsung.com My Page and Rewards Program home page for any Rewards Program in which they have a Rewards Account. Participants can also view their Samsung Rewards history, including details of previous Transfers, on these pages.

### 2. Conversion Methodology

- (a) Samsung Rewards Points are worth different amounts for each Rewards Program. This reflects different Rewards Points earning and redemption rates and prices of Samsung’s products. Prior to any Transfer, the Rewards Points balance, and amount of points selected for transfer from the Sending Account, must first be converted into the equivalent Points value for the Recipient Account.
- (b) The Rewards Points value conversion rate (the Conversion Rate) for the proposed Transfer will be shown on screen, alongside the number of Rewards Points being transferred and starting and finishing account balances for both the Sending Account and Recipient Account. Participants are able to review the Conversion Rate and number of points to be credited to the Recipient Account before confirming the Transfer.
- (c) Sponsor determines the Conversion Rate at its own discretion, based on the average internal exchange rate used for the preceding month for the currencies used by the Sending Account and Recipient Account. Sponsor reserves the right to update the Conversion Rates more frequently, or to adapt the methodology to reflect changing circumstances.
- (d) If the calculation of the points value in the Recipient Account results in a fraction of a Rewards Point, then the value of the Transfer will be rounded to the nearest full Point.
- (e) Transferred Points will be displayed in the Recipient Account immediately. Participants should contact customer service if a Transfer is unsuccessful, or they believe there has been an error in the Transfer calculation.

### 3. Miscellaneous

- (a) Rewards Points subject to a Transfer retain the expiration date they held in the Sending Account.
- (b) A request to transfer Rewards Points cannot be cancelled or withdrawn. However, it is possible to re-convert Points by requesting a reverse Transfer, subject to the restrictions on excessive or fraudulent Transfers set out in section H.4 below.
- (c) Participants are responsible for managing any personal tax liabilities or obligations arising from the transfer of Rewards Points.
- (d) Sponsor does not offer a currency exchange service. The Samsung Rewards Transfer feature is offered as convenience to Participants, enabling them to combine and spend points earned from

multiple Samsung Electronics companies. For the avoidance of doubt, the Rewards Points Conversion Rate does not represent or reflect current market exchange rates.

- (e) Each Samsung Rewards Program is subject to its own set of Terms. While the terms and conditions applying to the Transfer feature should be consistent, in the event of any discrepancy, the Terms applying to the Recipient Account shall take priority. For the avoidance of doubt, the same Conversion Rate is used for each pair of Rewards Programs.

#### 4. Restrictions on Transfers

- (a) Some Rewards Points may not be eligible for Transfer. For example, Rewards Points granted as part of a country-specific promotion or earning opportunity may be non-transferable. Any such restrictions will be explained on your Samsung Rewards Account page.
- (b) Rewards Points Transfers are currently only available between Rewards Programs of participating Samsung entities. Availability of the Reward Points transfer may vary depending on country or region.
- (c) Sponsor may restrict the transfer of Rewards Points between particular Samsung Rewards Programs on the basis of any legal requirements, in which case Sponsor will notify you of the exclusions on the Samsung Rewards homepage.
- (d) Participants may be prevented from requesting Transfers if Samsung has reason to suspect that a Transfer request, or any previous transfers, are fraudulent, or aimed at gaming the conversion rates to artificially increase the overall points balance and obtain a foreign exchange profit, rather than redeem the Points through the Recipient Account. Samsung may prevent a Participant from executing multiple International Samsung Rewards Transfers in a short period of time, including repeated small transfers and reversed transfers without any redemptions, as this may compromise the system or cause Samsung to incur significant costs
- (e) Any other restrictions that may be applicable and to be notified from time to time.

### I. General Terms and Conditions

1. Sponsor reserves the right to suspend or discontinue the eligibility of any person who uses, or, in the case of suspension, is suspected of any irregular behaviour and transaction or using, the Program in a manner inconsistent with these Rules or any federal or state laws, statutes or ordinances. In addition to suspension or discontinuance of the Program eligibility, Sponsor shall have the right to take appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary in its sole discretion.
2. Any attempt by any person to undermine the legitimate operation of the Program may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any of these Rules shall not constitute a waiver of that, or any other, provision.
3. The Program is provided to individuals only. Corporations, associations, including school organizations, or other groups may not participate in the Program.
4. All questions or disputes regarding eligibility for the Program, the availability of items, or a Participant's compliance with these Rules will be resolved by Sponsor in its sole discretion.
5. Sponsor is not responsible for any incorrect or inaccurate information supplied by Participants while participating in the Program. In the event of an electronic, computer, operational and/or technical error affecting the Points, Sponsor reserves the absolute rights to rectify such error and/or cancel any transaction or Points which has been entered into in reliance of the said error. If participants have already paid for the transaction, Sponsor will either notify participants, the revised Points or refund the amount paid.
6. Participants are responsible for the payment of all taxes which may result from participation in the Program.

7. Participants are responsible for maintaining updated contact information associated with their Samsung ID.
8. The Program is subject to all applicable laws and regulations and Participants shall comply with all applicable laws and regulations.

#### **J. Limitation of Liability**

1. Sponsor, and its parent, subsidiary, affiliate, franchisees, and related companies, and each of its and their respective officers, directors, employees, shareholders, agents and promotional and advertising agencies, successors, assigns (collectively the "Released Parties") are not responsible for any printing or computer error, omission, interruption, irregularity, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alteration of Program materials or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of Program information due to technical problems or traffic congestion on the internet, at any web site or any combination thereof. In the event that the Samsung Members App and/or the Rewards Program is temporarily corrupted and suspended, notice of such will be provided and Participants will be advised to (1) not redeem Points until such time that the Program, as originally intended, may be resumed and (2) that Qualified Transactions during this time period completed will not generate Points for the Participant.
2. By participating in the Program, each Participant accepts all responsibility for, and hereby releases and agrees to indemnify and hold harmless Sponsor and their Released Parties from and against any claims, liabilities, damages, or expenses that may arise from actions taken by such Participant and/or Participant's participation in the Program, or for any harm or injury caused by any third party.
3. IN NO EVENT SHALL RELEASED PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF ANY OR ALL OF THE FOREGOING OR ANY OF THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS MEANS THAT PARTICIPANT HEREBY WAIVES ANY AND ALL RIGHTS TO ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE DAMAGES OR LOST PROFITS FROM SPONSOR AND ITS LICENSORS. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SPONSOR'S CUMULATIVE LIABILITY TO PARTICIPANT ARISING FROM ANY CAUSE OF ACTION WILL AT ALL TIMES BE LIMITED TO THE LESSER OF (A) YOUR ACTUAL LOSS; OR (B) MYR1,000. THE FOREGOING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.
4. Released Parties are not responsible for any products or services offered in the Rewards Catalog other than those manufactured by Sponsor. TO THE FULLEST EXTENT ALLOWABLE BY LAW, SPONSOR SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, REGARDING THE PRODUCTS AND/OR SERVICES SOLD THROUGH THE PROGRAM, including any implied warranty of merchantability or fitness for a particular purpose and implied warranties arising from course of dealing or course of performance.
5. As a condition of participating in the Program, Participant agrees that, except where prohibited, any and all disputes, claims and causes of action arising out of, or connected with, the Program or any item purchased therein shall be resolved individually with Sponsor and/or Third Party (if any), without resort to any form of class action. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, Participant's rights and obligations, or the rights and obligations of Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the laws of Malaysia, without giving effect to any choice of law rules.

6. If any provision of these Rules is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Rules, which will otherwise remain in full force and effect.

Sponsored by: Samsung Malaysia Electronics (SME) Sdn Bhd (Level 15, Mercu 2, No. 3, Jalan Bangsar, KL Eco City, 59200 Kuala Lumpur, Malaysia)