

AI Expansion Free Gifts Program

Terms and Conditions

1. Introduction

1.1 The AI Expansion Free Gifts Program (“**Promotion**”) is organized by Samsung Malaysia Electronics (SME) Sdn Bhd [Company No. 200301026766(629186-D)] (“**Samsung**”).

1.1.1 The sales transaction in the Promotion is between the Participating Stores (as defined below) and Customer. Samsung only provides the recommended retail price (“**RRP**”) and/or redemption guidance on this site.

1.1.2 Customer agrees to comply with all the terms and conditions when accessing or using this site. The scope of these Terms and Conditions is limited to Samsung's role of hosting this site and organizing this Promotion only.

1.1.3 The Promotion is on a first come first served basis, and while stocks last.

2. Promotion Period

2.1 The Promotion will run for the periods as stated below or while promotional stocks last, whichever is earlier (“**Promotion Period**”):

Promotion Title	Promotion Period
AI Expansion Free Gifts Program	1 April 2024 – 31 May 2024

2.2 Samsung reserves the right to shorten, extend or cancel the Promotion Period at its sole discretion without prior notice.

3. Eligibility

3.1 The Promotion is open to all Malaysian citizens and residents of Malaysia of 18 years and above (as of 1 April 2024) with Malaysia Identity Card/ valid passport; except Samsung employees (and their immediate families), its related agencies, retailers and dealers.

3.2 Eligible Customers are as defined hereinunder in relation to the Campaign and/or Promotion.

4. Participating Stores (“**Dealer**”)

No.	Participating Stores
a.	Samsung Online Store (https://www.samsung.com/my) and Samsung Shop App
b.	All Samsung Experience Stores (SES)
c.	Samsung Authorized Retailers
d.	All Senheng, Grand Senheng & senQ stores Online stores: https://www.senheng.com.my/ and https://www.senq.com.my/ Senheng & Grand Senheng offline stores: https://www.senheng.com.my/store-locator SenQ offline stores: https://www.senq.com.my/store-locator
e.	All Urban Republic Stores
f.	Selected AEON stores (i.e. AEON Taman Maluri, AEON Ampang Utara2 (AU2), AEON Mid Valley, AEON IOI Mall)

g.	All Best Denki stores
h.	All Courts Malaysia stores
i.	All Harvey Norman stores; (more particularly set out as link below) https://www.harveynorman.com.my/customer-services/store-finder.html
j.	All Thunder Match Technology stores
k.	Samsung Authorized Online Flagship Store (Shopee & Lazada)
l.	Operator Channels (Celcom Digi, U Mobile, Maxis)

5. Promotion Mechanism

5.1 Customer who purchased the Participating Models, as listed below, within the Promotion Period, will be entitled to redeem the corresponding free gifts via Samsung Redemption Management System.

5.2 The Participating Models and free gifts are as follows:

Participating Models	RRP* (RM)	Free Gifts	RRP (RM)	Total Value of Free Gifts (RM)	Quantity
Galaxy S24 Ultra	From RM6,299	S24 Ultra Suit Case Keith Haring/ Smile	179	338	2,000
		10,000 mAh Battery Pack	159		
Galaxy S24+	From RM4,899	S24+ Suit Case Keith Haring/ Smile	179	338	422
		10,000 mAh Battery Pack	159		
Galaxy S24	From RM4,099	S24 Suit Case Keith Haring/ Smile	179	338	350
		10,000 mAh Battery Pack	159		
Galaxy S23 Series	From RM3,899	Galaxy SmartTag2	149	278	1,802
		Travel Adapter 25W (with cable)	129		
Galaxy S23 FE	From RM2,999	S23 FE Silicone Case	119	188	120
		S23 FE Screen Protector	69		
Galaxy Z Flip5	From RM4,499	Screen Protection Film	69	317	194
		Adidas OR Moulded Case	199		
		Flipsuit Card for Galaxy Z Flip5	49		
Galaxy Z Fold5	From RM6,799	Screen Protection Film	69	517	195
		Clear Gadget Case	199		
		Adidas or Moulded Case	249		
Galaxy Tab S9	From RM3,899	Keith Haring Envelop Case for Tab S9	499	848	57
		Tab S9/S9+ Standing Pouch Joguman Sky/ Apple	349		
Galaxy Tab S9+	From RM5,199	Tab S9/S9+ Standing Pouch Joguman Sky	349	698	53
		Tab S9/S9+ Standing Pouch Joguman Apple	349		
Galaxy Tab S9 Ultra	From RM5,999	Galaxy Tab S9 Ultra Outdoor Cover	359	359	42

**RRP of Participating Models varies according to relevant variation. Customers are advised to check prior to purchasing.*

5.3 This Promotion is limited to the quantity as stated above, on a first come first serve basis and while stocks last.

5.4 In the event of purchase of multiple Participating Models within a single order, the Customer will be entitled to all the corresponding free gifts.

5.5 The redemption process for the free gifts is as follows:

Redemption Process	
<u>Purchase of Participating Models</u>	
1. Customer purchase a Participating Model.	
<u>Redeem free gifts via Samsung Redemption Management System</u>	
2. After purchase of the Participating Model, redeem free gifts via Samsung Redemption Management System.	
a. Register or sign into Samsung Account	
b. Below are the required documents to be uploaded:	
Items	Description
Receipt/Invoice	Screenshot of Receipt or Invoice from Participating Channel
IMEI Evidence	Screenshot of IMEI from Settings (Settings > About Phone) or from dialing *#06# in Phone app.
(Uploaded documents must be a PDF document or in an image format (jpg, jpeg or png format). Maximum size of each document is 5MB. Any documents with unclear details may delay the redemption process. Any submission after the Redemption Period will be void)	
3. All redemptions must be submitted via Samsung Redemption Management System from 12 April 2024 – 14 June 2024 (“ Redemption Period ”).	
4. The redemption request will be processed by Samsung fulfilment partner. The free gifts will be delivered to the Customer <u>within 30 working days from the last day of the relevant Redemption Period.</u>	
5. Upon completing the redemption process, Customer will receive an e-mail confirmation from Samsung that the redemption is successful. The redemption is <u>only considered successful and valid upon Customer's receipt of the confirmation e-mail.</u>	
6. It is the responsibility of the Customer to ensure all the details stated in the redemption form are accurate. The information stated in the redemption form cannot be changed once submitted. Each e-mail address or invoice can only be used to submit up to a maximum of <u>three (3) redemption.</u> Each redemption submission must be based on a valid invoice or receipt and a valid Product IMEI/Serial Number. Any duplicate redemption submission based on the same Product IMEI/Serial Number shall be rejected.	
7. Samsung reserves the right to reject any Customer redemption without any prior notice in the event of the following:	
<ul style="list-style-type: none">• redemption form is submitted by store agent, promoter, sales man or dealer/dealer staff on behalf of customer• redemption form exceeds the maximum number of redemption;	

- redemption form is incomplete;
 - receipt address is Samsung Partners outlet address;
 - delivery address is incomplete or wrong or there is a non-acceptance of the parcel;
 - redemption form or any redemption documents appear to be fraudulent;
 - redemption form is not in accordance with the terms and conditions;
 - in the event that Samsung believes the redemption is a fraudulent or an irregular transaction or being manipulated in any whatsoever manner;
 - customer fails to provide correct delivery details after 3rd attempt of submission;
 - Customer fails to respond to RMS request 4 weeks after the last day of redemption.
8. Samsung shall not be liable for any failure on the part of the Customer who fails to submit and/or resubmit the complete redemption form with all the supporting documents within the stipulated timeline and/or any delay or non-delivery, lost or delivery cannot be performed due to wrong or inadequate details provided.

5.6 The free gifts is on a first come first served basis, and while stocks last. Samsung reserves the right to modify the quantity at its sole discretion, without any prior notice.

6. Payment

6.1 Customer acknowledges, understands and agrees that all transactions are between Customer and Dealer only. Samsung only acts as the coordinating party and is not involved or a party of any monetary/sale and purchase of this order transaction.

6.2 Customer is not allowed to cancel the order, change the selected device colour or model, or the selected outlet once Customer has successfully completed and confirmed the payment transaction.

6.3 Customer shall pay the full amount for the order directly to Dealer only.

7. Delivery

7.1 The fulfilment and delivery of the product is handled by Samsung SDS Malaysia Sdn Bhd ("SDS").

7.2 SDS reserves the right to appoint a third (3rd) party vendor or service provider to handle the fulfilment or making available of the product and delivery of the product to you. By providing your personal information including name, delivery address, contact numbers, email address and other information to SDS, SDS can use and/or disclose to such third (3rd) party vendor or service provider for the purposes of delivery service.

7.3 To accept the item, the Customer or the authorised representative or the recipient is required to present identification, i.e. NRIC or Passport to the delivery personnel, failing which the delivery personnel have the right to refuse delivery and will return the product to SDS as "unclaimed".

7.4 The proof of delivery of product must be in the form of written acknowledgement of receipt of the product by the Customer, the authorised representative or the recipient. If the delivery address is an office address, an acknowledgement by any office staff will be treated as good acknowledgement of the item.

7.5 The time for delivery of the product is between the Customer and SDS. Samsung shall not be liable for any delay in delivery of the product howsoever caused.

8. Customer's Covenants

In connection to this Promotion, Customer will not use this site:

- 8.1 To submit fraudulent order, false, inaccurate, misleading, defamatory, or libelous information;
- 8.2 To distribute viruses or any other technologies that may harm Samsung, or the interests or property of other users;
- 8.3 To export the unit purchased except in compliance with the export control laws of relevant jurisdictions and in accordance with posted rules and restrictions;
- 8.4 In the event if Samsung suspects or discovers that the Customer is abusing this Promotion and/or Samsung in any of the ways mentioned above or otherwise, Samsung may, at our sole discretion, take necessary steps to prevent and mitigate such abuse such as limiting, suspending, or terminating the Customer's user account(s) and access to this site, delaying or removing hosted content, removing any special status associated with Customer account(s), reducing or eliminating any discounts, and taking technical and/or legal steps to prevent Customer from using this site.

9. Limitation of Liability

- 9.1 Samsung uses its reasonable effort to keep its site safe, secure, and functioning properly, but Samsung does not guarantee the continuous operation of or access to this site.
- 9.2 Customer agrees that he/she is making use of this site at his/her own risk, and that it is being provided to Consumer on an "AS IS" and "AS AVAILABLE" basis.
- 9.3 To the extent permitted by applicable law, Samsung excludes all express or implied warranties, terms and conditions including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
- 9.4 Customer shall assume full responsibility in case of any accident, damage or claim resulting from participating in this Promotion.
- 9.5 Customer shall be deemed to be able to perform legally binding contract upon his/her submission of the order and there shall not be any refund or costs whatsoever arising from his/her violation of the minimum age stated herein.
- 9.6 Warranty of the Promotional Product is subject to standard product warranty coverage as per terms and conditions stated in the official corporate website at <http://www.samsung.com/my/support/warranty>. Customer is advised to check the website from time to time and stay informed for any changes on the terms and conditions of the warranty.

10. General

- 10.1 In the event Customer has queries with regard to this Promotion; please call Samsung Consumer Service at 1-800-88-9999.
- 10.2 By participating in this Promotion, Customer fully and unconditionally agrees to and accepts the Terms and Conditions stated herein and the decisions of Samsung on every aspect of this Promotion shall be final and binding.
- 10.3 This Promotion is not valid in conjunction with other promotions, vouchers or discounts.
- 10.4 All pictures and/or images of the Promotional Products found in any advertising and marketing materials are for illustration purposes only and actual item or colour may vary.

- 10.5 The indicated price is Recommended Retail Price (RRP). Both RRP and Promo RRP (if any) are subject to change without prior notice.
- 10.6 Free Gift(s), Rebate(s) and E-Voucher(s) if any, are on first come first served basis and while stocks last.
- 10.7 Free Gift(s), Rebate(s) and E-Voucher(s) if any, are not redeemable for cash, not exchangeable or transferable and cannot be used in conjunction with other promotional offers.
- 10.8 Free Gift(s), Rebate(s) and E-Voucher(s) if any, are only applicable for the purchase made under the Participating Stores during the Promotion Period.
- 10.9 Product display sets purchases, B2B purchases, staff purchases, EPP purchases, Customer Retention Program (CRP) purchase are not entitled to any Free Gift(s), Rebate(s) and/or E-Voucher(s).
- 10.10 Samsung reserves the right to disqualify or reject any submissions/ redemptions for Order or Free Gift(s), Rebate(s) and/or E-Voucher(s) in its sole discretion without prior notice, limit or cancel quantities purchased per person or per order. These restrictions may include order placed by or under the same Customer's account or orders that use the same billing address or delivery address.
- 10.11 Samsung reserves the right to amend these Terms and Conditions without prior notice to the extent permitted by law. Changes to the Terms and Conditions shall become effective as soon as they are displayed in Samsung's website.
- 10.12 Samsung reserves the rights to change the Free Gift(s) if any, with products of similar value without any prior notice.
- 10.13 Samsung and/or Dealer reserves the right to cancel any order without any prior notice. For the avoidance of doubt, any cancellation of orders will not entitle the Customer to any compensation against Samsung and/or Dealer for any losses or damages directly or indirectly that may be suffered or incurred by the Customer as a result of the cancellation.
- 10.14 In the event any Free Gift(s) are being awarded to the Customer having provided false or mistaken identity or information, Samsung reserves the right to revoke the Customer's eligibility for the said Free Gift(s) and recover any damages from such Customer to the fullest extent permitted by law.
- 10.15 In the event Customer returns the Promotional Products purchased, subject to Samsung's standard product warranty coverage and return policy, Customer shall return any Free Gift(s) received together with the purchase of the Promotional Products.
- 10.16 In the event of any electronic, computer, operational and/or technical error affecting the details or pricing or quantity of the product or any promotion on the website, Samsung or Dealer reserves the absolute rights to rectify such error and/or cancel any transaction which has been entered into in reliance of the said error.
- 10.17 Samsung shall not be liable in any way for any costs, expenses, damages, liability or injury arising out of or in any way connected with the Promotion.
- 10.18 By participating in this Promotion, 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 the Promotion or resulting from acceptance, possession, use or misuse of the Free Gift, or travel to or from any gift-related activity, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy.

- 10.19 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.
- 10.20 During the Promotion Period, Samsung may collect consumers information including personal information in the form of, among others, survey forms, (whether on our own or by appointed service provided) taken during the Promotion. By participating in the Promotion, 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>.
- 10.21 In the event of inconsistencies between the Terms and Conditions found elsewhere with regard to this Promotion (if any) and the Terms and Conditions herein, the latter shall prevail.
- 10.22 The Terms and Conditions of the Promotion shall be governed by and interpreted in accordance with Malaysian law and the parties submit to the exclusive jurisdiction of the Malaysian courts.