

DA Year End Promotion (YEP) 2023 Contest
Terms and Conditions

1. **DA Year End Promotion (YEP) 2023 Contest (“Contest”)** is organized by Samsung Malaysia Electronics (SME) Sdn. Bhd. (“**Samsung**”).

Duration

2. This Contest will run from 1 November 2023, 12.00 AM to 31 December 2023, 11.59 PM (“**Contest Period**”). Samsung reserves the right to shorten, extend or cancel the Contest Period at its sole discretion without any prior notice.

Eligibility

3. Subject to paragraph 4 below, this Contest is open to Participants who:
 - a) are permanent residents of Malaysia;
 - b) are 18 years old and above (as of 1 November 2023) based on their NRIC/Passport; and
 - c) fully comply with the “How to Participate” conditions below.

By participating in this Contest, each participant (interchangeably referred to as “Participant”, “Participants”, “You” or “Your”) agrees to be bound by these Terms and Conditions.

4. Purchasers under Business to Business (B2B), SK Magic, staff and/or Employee Purchase Program, Customer Retention Program (CRP) or product display sets; employees; dealers; and/or agents of Samsung or any of its group companies or their families or households or anyone connected to this Contest are not eligible to participate in this Contest.

How to Participate

5. This Contest will be held via Facebook/Instagram (or other platform as determined by Samsung) during the Contest Period.
 - (a) Participants will need to follow the steps below for Contest entry submission:

Step	Description
Step 1	Purchase Samsung Home Appliance (except TV and sound bar product) from the Participating Outlets (set out below) during the Contest Period in a single receipt
Step 2	Like and Follow @SamsungMalaysia on Facebook and Instagram

Step 3	Post a creative photo of you and your family together on Facebook or Instagram and tell us why you would like to go to Seoul in the most creative manner.
Step 4	Include a hashtag in your post with #SamsungHomeAppliances #YEP2023
Step 5	Tag 3 friends and @SamsungMalaysia, set to public and post!
<p><u>Note:</u></p> <p>Participating Outlets are:</p> <ul style="list-style-type: none"> • Samsung Authorized Retail Dealers; • Samsung Authorized Online Stores; and • Samsung Online Store. 	

(b) Participants must meet the criteria below:

- (i) Participant’s account is made visible to the public;
- (ii) Post must be in the form of video/photo/reel, with creative caption. Post in Facebook/Instagram story is not counted; and
- (iii) Caption is compulsory and shall not be more than 50 words.

(c) Each Participant is only allowed to submit one (1) entry throughout the Contest Period. Strictly no multiply entries and Samsung reserves the right to immediately disqualify any Participant suspected of fraud, hacking or tampering with the submission for instance creating shell social media accounts to submit multiple entries in the Contest.

(d) The entry submission for this Contest will end on 31 December 2023, 11.59 PM. Any entry submission received after this deadline or submitted through any means other than specified herein will not qualify or be entertained as a valid entry. Any complaints on incomplete/missing and/or delayed submission will not be entertained.

(e) Samsung retains the rights to film/photograph/document the entire delivery process to the winners and utilize the footage in any way as to be determined by Samsung including publishing on social platforms. By participating in this Contest, the Participants agree and consent to the publication of their names and social media platform identifiers (in the format of username, profile picture and/or submitted photo/video/comments) on the relevant social media platforms for publicity purposes.

Judging Criteria

- 6. A total of three (3) participants will be selected and announced as winners by Samsung on Samsung Malaysia Facebook/Instagram account by 1 February 2024.
- 7. All entry submission and Participant must meet the “Eligibility” requirements and fulfill the conditions stated in the “How to Participate” above failing which, the entry submission will be deemed as null and void.
- 8. Entry submission will be judged by Samsung based on the Participant's originality and creativity.

9. The shortlisted Participants will be contacted through email (“**Notification**”) by Humanomics Sdn Bhd or other fulfilment partner duly appointed by Samsung (collectively “**Fulfilment Partner**”). By providing your personal information including name, contact numbers, email address and other information to Samsung, Samsung can use and/or disclose to Fulfilment Partner for the purposes of fulfilment.
10. Participants will be required to provide the followings details/documents for verification within 7 days from the Notification, failing which, the Participant’s entry submission will be automatically disqualified and/or deemed as null and void:
 - (a) full name (as per NRIC), NRIC number, mobile number, email address and mailing address;
 - (b) Instagram account username;
 - (c) proof of purchase (including sales invoice) made during the Contest Period;
 - (d) any other details/documents as may be required by Samsung.
11. It is the responsibility of the shortlisted Participants to ensure that the details provided including email address and delivery address are correct, valid and reachable.
12. Any shortlisted Participants or winners who are uncontactable by the Fulfilment Partner by 15 February 2024 will be automatically disqualified from the Contest and shall not be entitled to any payment or compensation from Samsung.
13. Samsung’s decision in this Contest including the judging criteria, the shortlisted Participants and the final winners shall be final. No correspondence, appeals or further claims will be entertained.

Contest Prizes

14. Details of the Contest prize are as follows: -

Prize	Prize Value (RM)	Quantity
Travel voucher – Trip for 2 pax to Seoul, Korea (“ Travel Voucher ”)	RM10,000	3 units
*Please refer to Appendix 1 for details		

15. The Travel Voucher:
 - (a) is only valid for redemption against Mayflower Holidays Sdn Bhd or other traveling agency duly engaged by Samsung (“**Travel Agency**”) for air ticket and hotel accommodations, details of which are set out Appendix 1;
 - (b) is only valid for travelling period to Seoul, Korea between 1 April 2024 to 30 September 2024 (“**Travel Period**”) (outgoing and return flights must be completed within the Travel Period);
 - (c) shall be redeemed from the Travel Agency between 1 March 2024 to 31 August 2024 (“**Prize Redemption Period**”);
 - (d) The Travel Period and Prize Redemption Period cannot be extended.
16. The use of the Travel Voucher are subject to the Travel Agency’s terms and conditions which the Customer shall adhere to and Samsung will not be responsible for the same.
17. The Contest prizes are given out on an “As Is” basis and are non-transferable, non-refundable, non-exchangeable for cash or with vouchers of other denominations, whether in part or in full.

18. Samsung reserves the right to substitute a particular prize for one of comparable or greater value. Participants/winners are responsible for any and all applicable taxes associated with claiming these prizes. Any additional charges and add-ons will not be borne by Samsung.
19. Any Contest prizes unclaimed after the said Redemption Period or unutilised after the Travel Period will be forfeited and deemed to have lapsed unconditionally and irrevocably. The winner whose prize has been forfeited or unclaimed shall not be entitled to any payment or compensation from Samsung. In this situation, Samsung reserves the right to select another winner.
20. Picture(s) of the Contest prizes shown in any advertisement, promotional, publicity and other materials relating to or in connection with this Contest is / are solely for illustration purposes only and may not depict the actual specification of the prize(s).

Delivery of Prize(s) and Prize Redemption

21. Samsung reserves the right to appoint a third party (3rd) party vendor or service provider to handle the fulfilment, notification, making available of the prize(s) and/or delivery of the prize(s) to you. By providing your personal information including name, delivery address, contact numbers, email address and other information to Samsung, Samsung can use and/or disclose to such third party (3rd) party vendor including the Fulfilment Partner for the purposes of delivery service.
22. The Fulfilment Partner will deliver the Travel Voucher to the 3 winners by 28 February 2024 or such other period as may be determined by the Fulfilment Partner. The winner shall acknowledge receipt of the Travel Voucher by signing the related document failing which Samsung/Fulfilment Partner reserves the absolute right not to hand over the Travel Voucher and/or revoke and cancel the Contest prize. Samsung's obligations end upon the delivery of the Travel Voucher.
23. If the Contest prize could not be delivered to you due to reasons beyond Samsung/Fulfilment Partner for eg. incomplete delivery address, recipient could not be contacted, etc, Samsung is entitled to revoke and cancel the Contest prize. Samsung shall not be responsible or liable for non-delivery of the Contest prize.
24. The winners shall liaise directly with the Travel Agency to redeem the Travel Voucher within the Redemption Period. Winners will be required by the Travel Agency, to amongst others, provide the original Travel Voucher and signed letter of acknowledgement upon redemption.

Terms of Participation

25. By entering this Contest, 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.
26. Copyright of all images/photos/videos submitted to this Contest remains with the Participants. However, by participating in this Contest, 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.
27. Each Participant agrees to take part in any and all marketing, promotional, publicity exercises with respect to this Contest; 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 Contest 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 Contest. 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 Contest and/or Samsung products;
 - b) For the promotion and publicity of this Contest 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.
28. Participants will only be confirmed as winner(s) after the verification of validity of each participation. Samsung reserves the right to check the validity of any participation. Entries failing to comply with the Terms and Conditions herein will not be accepted.
29. Samsung reserves the right to disqualify any Participant suspected of fraud, hacking, tampering with the Contest submission process or if Samsung believes that the entry submission and/or results has been manipulated in any way including by machines or computers or breach of any terms and conditions of the Contest.
30. Samsung reserves the right to disqualify such Participants from the Contest and/or receiving the prize. Samsung reserves the right to substitute or replace a new winner.
31. 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 Contest.

Liability and Responsibility

32. 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 Contest, including without limitation, possession, use or misuse of the prize, or travel to or from any Contest activity, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy.

Rights of Samsung

33. Samsung reserves the right to reject any entry submission/post/ winner at its sole and absolute discretion without having to assign any reasons whatsoever.
34. Samsung reserves the right to change or replace the prize(s) with item(s) of equal value.
35. Samsung reserves the right to amend these Terms and Conditions without prior notice.
36. 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.

37. Samsung does not undertake any responsibility or obligation to ensure that any prize will be delivered to any prize winner. 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 that any prize shall be delivered or transferred to the winner(s). 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 contest, 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 or prize(s) 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 prize(s) value to that stated in these Terms & Conditions;
 - e) Any tax liability incurred by a contestant; or
 - f) Use of the prize(s).
38. Samsung reserves the absolute right to cancel, terminate or suspend the Contest 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.
39. 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 Contest.

Privacy Policy

40. By participating in this Contest, 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 Contest.
41. By participating in this Contest, 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 Contest, and in accordance with the Samsung Privacy Policy (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).
42. These Terms and Conditions shall be governed and construed in accordance with the laws of Malaysia, and each contestant irrevocable submits to the exclusive jurisdiction of the courts of Malaysia.

Appendix 1

5 Days 3 Nights Free and Easy Trip for 2 pax to Seoul, Korea

Travelling Period: 1 April 2024 to 30 September 2024

Itinerary as below:

Day 1: Kuala Lumpur to Seoul

- Assemble at KLIA for flight check-in formalities
- Depart from Kuala Lumpur to Incheon, South Korea

Day 2 : Seoul

- Arrival at Incheon International Airport
- Transportation from Incheon International Airport to Hotel*
- Hotel Check In
- Free and Easy (Own arrangement and own expense on lunch, dinner and tour.)

Day 3 : Seoul

- Breakfast at Hotel
- Free and Easy (Own arrangement and own expense on lunch, dinner and tour.)

Day 4 : Seoul

- Breakfast at Hotel
- Free and Easy (Own arrangement and own expense on lunch, dinner and tour.)

Day 5 : Seoul to Kuala Lumpur

- Breakfast at Hotel
- Free and Easy until Check Out time (Standard check-out time is at 12.00 noon)
- Transportation from hotel to Incheon International Airport
- Depart from Incheon International Airport to Kuala Lumpur International Airport (KLIA)

Package Price Includes:-

1. International return air ticket Ex / En Kuala Lumpur.
2. Return Airport Taxes and Airline Insurance Surcharge (YQ Tax).
3. Hotel accommodation [3 Nights Room + Breakfast] (based on double / twin sharing basis) based on 4 Star hotel or similar category.
4. Roundtrip transfer IN / OUT services only with English speaking driver service (simple English only) from Incheon Airport / Hotel / Incheon Airport only as per itinerary.
5. (K-ETA) Application Fees.
6. Travel Insurance for 2 pax.

□ Package Price Excludes:-

1. The person who cannot get pass through the immigration at the Incheon International Airport, tour fare will not be refunded.
2. Meals not included (Lunch & Dinner) as per itinerary
3. Services of local English Speaking tour guide.
4. Hotel early check-in and late check-out.
5. Services of Mayflower Tour Leader for duration of itinerary.
6. Gratuities for local driver, local guide and tour leader
7. Optional Tours.
8. All personal incidentals such as room service, laundry, telephone calls, faxes, etc.
9. Items not specified in tour proposal(s).

*The sequence of itinerary may be varies on the actual tour and are subject to change without prior notice *