

## Samsung Galaxy Forever Program

### Terms and Conditions

#### 1. Introduction

- 1.1 The Samsung Galaxy Forever Program (“**Program**”) is coordinated by Samsung Malaysia Electronics (SME) Sdn Bhd [Company No. 200301026766(629186-D)] (“**Samsung**”). The terms and conditions herein and the Privacy Policy as mentioned below (“**Terms and Conditions**”) will be construed as the terms and conditions of this Program in which Samsung offers you (“**Customer**”) to and use of this site for the purposes of this Program
- 1.2 The sales transaction in the Program is between the Participating Stores (as defined below) and Customer. Samsung only provides the recommended retail price (“**RRP**”) and/or guidance on this site.
- 1.3 Customer agrees to comply with all of the above when accessing or using this site. The scope of these Terms and Conditions is limited to Samsung’s role of hosting this site and coordinating the Program only. For actual fulfilment i.e. trade-in/upgrade transaction, the relevant terms and conditions of Remobie Technologies Sdn Bhd or any other fulfilment party appointed by Samsung (“**Fulfilment Party**”) will apply.

#### 2. Program Period

- 2.1 The Program will run from 31 July 2024, 12.00 a.m. to 31 December 2025, 11.59 p.m. (“**Program Period**”).
- 2.2 Samsung reserves the right to shorten, extend or cancel the Program Period at its sole discretion without prior notice.

#### 3. Eligibility

- 3.1 The Program is open to all Malaysian citizens and residents of Malaysia of 18 years and above (as of 31 July 2024).
- 3.2 Eligible Customers are as defined hereinunder in relation to the Program.
- 3.3 The trade-in/upgrade transaction under the Program can only be done at participating Samsung Experience Stores (“**Device Upgrade Participating Stores**”). Please visit <https://www.samsung.com/my/offer/galaxy-forever/> for a list of Device Upgrade Participating Stores and coverage area.

#### 4. Participating Stores

- 4.1 Customer who buy eligible models from the following participating stores (“**Dealer**”) are eligible to enrol/register for the Galaxy Forever Program:

No.	Participating Stores
a.	<a href="https://www.samsung.com/my">Samsung Online Store (https://www.samsung.com/my and Samsung Shop App)</a>
b.	All Samsung Experience Stores (SES)
c.	Samsung Authorized Retailers
d.	All SenHeng, Grand SenHeng & senQ stores Online stores: <a href="https://www.senheng.com.my/">https://www.senheng.com.my/</a> and <a href="https://www.senq.com.my/">https://www.senq.com.my/</a> SenHeng & Grand SenHeng offline stores: <a href="https://www.senheng.com.my/store-locator">https://www.senheng.com.my/store-locator</a> SenQ offline stores: <a href="https://www.senq.com.my/store-locator">https://www.senq.com.my/store-locator</a>
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) <a href="https://www.harveynorman.com.my/customer-services/store-finder.html">https://www.harveynorman.com.my/customer-services/store-finder.html</a>
j.	All ThunderMatch stores
k.	Samsung Authorized Online Flagship Store (Shopee & Lazada)

## 5. Program Mechanism

5.1 Customer who purchased eligible device(s) as set out in section 4 of the appendix (“**Participating Models**”) from the Dealer during the sign-up period in section 2 of the appendix (“**Sign-Up Period**”) and fit/comply with the special condition(s) set out in section 3 of the appendix (if any) (“**Special Condition**”) are eligible to enrol/register for the Program.

5.2 Steps to enrol/register for the Program:

Step	Description
<b>Step 1</b>	Eligible Customer purchased Participating Models from any of the Dealer during the Sign Up Period (“ <b>Existing Device</b> ”) and complied with the Special Condition, if any.
<b>Step 2</b>	Eligible Customer enrolls/registers for the Program at the Fulfilment Party’s designated platform at <a href="https://my.remobie.com/en/annual-upgrade/galaxy-forever-2024">https://my.remobie.com/en/annual-upgrade/galaxy-forever-2024</a> during the Sign Up Period.
<b>Step 3</b>	Upon successful enrolment/sign-up, Customer will receive confirmation email from Fulfilment Party.

5.3 Eligible Customers who successfully enrolled/registered for the Program are eligible to get guaranteed residual value as set out in section 5 of the appendix (“**Guaranteed Residual Value**”) when eligible Customers upgrade their Existing Device per the upgrade journey in paragraph 5.4 below:

5.4 Upgrade Journey:

Step	Description
<b>Step 1</b>	Eligible Customer successfully enrolled/registered for the Program per paragraph 5.2 above.
<b>Step 2</b>	Eligible Customer will receive notification/electronic direct mail on the availability of upgrade to the next Galaxy Device under the Program.
<b>Step 3</b>	Eligible Customer to visit any Device Upgrade Participating Stores during the upgrade period in section 6 of the appendix (“ <b>Upgrade Period</b> ”) and bring along the Existing Device.
<b>Step 3A</b>	The Existing Device will be diagnosed, assessed and graded at the Device Upgrade Participating Stores using the Fulfilment Party’s diagnosis tool.  Note: <ul style="list-style-type: none"> <li>• Subject to minimum device conditions in paragraph 5.5 below (“<b>Minimum Device Conditions</b>”)</li> <li>• Only Grade A &amp; B device will be accepted.</li> <li>• The grading process and result are strictly between the eligible Customer and Fulfilment Party and subject to the Fulfilment Party’s terms and conditions.</li> </ul>
<b>Step 3B</b>	Customer to purchase any of the next Galaxy device in section 7 of the appendix (“ <b>Next Galaxy Device</b> ”) from the Device Upgrade Participating Stores during the Upgrade Period.  Based on the above grading result, eligible Customer will be offered the Guaranteed Residual Value for the trade-in/sale of the Existing Device to the Fulfilment Party.

	<p>The Guaranteed Residual Value shall be utilised for the purpose of purchasing the Next Galaxy Device.</p> <p>Note:  [1] Personal device locks (PIN, passcode, fingerprint, facial) and accounts must be deleted before the handover.  [2] The trade-in/sale of the Existing Device to the Fulfilment Party including the crediting of the Guaranteed Residual Value are strictly between the eligible Customer and Fulfilment Party and subject to the Fulfilment Party's terms and conditions</p>
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**5.5 Minimum Device Condition**

During the upgrade journey, the Existing Device shall be assessed (including functional and physical assessments). The Existing Device that do not meet the Minimum Device Conditions details below will not eligible for the Program:

Items	Minimum Device Condition
Turn ON/OFF	Device can be turned on
Product Locks	Device is logged out of personal account e.g. Google Account/ Samsung Account and Passcode
Sim card reading	Device can make and receive calls through cellular network
Back & Side Cover	No cracks or dent
Screen condition	All screens do not show watermark, black spot, white spot, burn spots, green colouring, line, flashing when brightness is adjusted to max and on different color backgrounds. All screens display colour normally.
Touch screen	Touch function work properly in all screen areas
Screens/ Cover	No cracked/ chipped screen
Buttons Functionality	Buttons are responsive and fully functional
Fingerprint/ Face scanner	Fingerprint & face scanner can be detected upon unlocking the device
Camera	All cameras can focus and take photos normally and no cracks in the lens
Speaker/ Microphone Defect	All speakers can produce clear sound & microphones can pick up the sound clearly
Battery and charging	Device can to hold charges and be charged normally
Protector film	Factory's installed screen protector file is in a good shape with no bubble or visible crease
Unfold flat	Device can be unfolded completely flat
Sensors	Sensors function properly (e.g. proximity and gyroscopic sensors)
Wi-Fi/ Bluetooth	Device can connect to wi-fi/ bluetooth normally
Missing Parts	Device does not have any missing original parts (e.g. screws, buttons, sim tray, rubber feet)

5.6 By providing your personal information including name, contact numbers, email address and other information to Samsung, Samsung can use and/or disclose to Fulfilment Party for the purposes of fulfilment under this Program.

- 5.7 Samsung will not be responsible for the fulfilment/trade-in transaction between the Fulfilment Party and Customer. The trade-in subject to the Fulfilment Party's terms and conditions which the Customer shall adhere to. Samsung is merely acting as the coordinator for the trade-in transaction.
- 5.8 Official replacement devices (e.g. warranty claim) with official documentation are eligible for the Program.
- 5.9 Eligible Customers shall ensure that all customer data backup is completed and their SIM card is removed from the Existing Device prior to the handover to the Fulfilment Party through the Device Upgrade Participating Stores. Upon such handover, the data in the Existing Device shall be deemed as deleted/lost and cannot be recovered/restored. Samsung, the Device Upgrade Participating Stores and the Fulfilment Party shall not be held liable for any loss including personal data arising from the Program.
- 5.10 The final payment for the Next Galaxy Device to be made by the Customer will depend on the Next Galaxy Device purchased and the Existing Device traded-in.
- 5.11 Actual promotion availability is subject to the respective Device Upgrade Participating Stores. Customer is advised to check with point of sales to confirm the promotion type and/or availability of the Program.
- 5.12 Samsung reserves the right to suspend, terminate, cancel, vary and revise the Program at its sole discretion anytime without any prior notice.

## **6. Payment**

- 6.1 Customer acknowledges, understands and agrees that all transactions are between Customer and the Device Upgrade Participating Stores and/or Fulfilment Partner 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 transaction.

## **7. Customer's Covenants**

In connection to this Program, Customer will not use the site:

- 7.1 To submit fraudulent order, false, inaccurate, misleading, defamatory, or libelous information;
- 7.2 To distribute viruses or any other technologies that may harm Samsung, or the interests or property of other users;
- 7.3 To export the unit purchased except in compliance with the export control laws of relevant jurisdictions and in accordance with posted rules and restrictions;
- 7.4 In the event if Samsung suspects or discovers that the Customer is abusing this Program 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 the 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.

## **8. Limitation of Liability**

- 8.1 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.
- 8.2 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.
- 8.3 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.

- 8.4 Customer shall assume full responsibility in case of any accident, damage or claim resulting from participating in this Program.
- 8.5 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.
- 8.6 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.

## **9. General**

- 9.1 In the event Customer has queries with regard to this Program; please call Samsung Consumer Service at 1-800-88-9999.
- 9.2 By participating in this Program, Customer fully and unconditionally agrees to and accepts the Terms and Conditions stated herein and the decisions of Samsung on every aspect of this Program shall be final and binding.
- 9.3 Unless otherwise stated, this Program is not valid in conjunction with other promotions, vouchers or discounts.
- 9.4 All pictures and/or images found in any advertising and marketing materials of this Promotions are for illustration purposes only and actual item or colour may vary.
- 9.5 The indicated price is Recommended Retail Price (RRP). Both RRP and promo RRP (if any) are subject to change without prior notice.
- 9.6 Product display sets purchases, B2B purchases, staff purchases, EPP purchases, Customer Retention Program (CRP) purchase are not eligible for this Program.
- 9.7 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.
- 9.8 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.
- 9.9 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 Program.
- 9.10 By participating in this Program, 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 Program including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy.
- 9.11 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.
- 9.12 During the Program 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 Program. By participating in the Program, 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>.
- 9.13 In the event of inconsistencies between the Terms and Conditions found elsewhere with regard to this Program (if any) and the Terms and Conditions herein, the latter shall prevail.
- 9.14 The Terms and Conditions of the Program shall be governed by and interpreted in accordance with Malaysian law and the parties submit to the exclusive jurisdiction of the Malaysian courts.

## **APPENDIX 1<sup>1</sup>**

<b>Section No.</b>	<b>Item</b>	<b>Particulars</b>
1.	Program	Galaxy Forever Program - Galaxy Z Fold6/Z Flip6
2.	Sign Up Period	31 July 2024 – 30 September 2024
3.	Special Condition(s)	CIMB debit or credit cards users
4.	Participating Model	See Table 1 below and subject to the following requirements: (a) Malaysian IMEI only; (b) free from contract/encumbrance (devices subject to Operator device contract plan are excluded); (c) real demo/display devices are excluded.
5.	Guaranteed Residual Value	See Table 1 below.  Note: The Guaranteed Residual Value shall be utilised for the purpose of purchasing the Next Galaxy Device only.
6.	Upgrade Period	As notified by Samsung but not less than 10 months from the date of the purchase date of the Existing Device.  Note: For the purpose of this Program, the purchase date of the Existing Device shall be within the Sign Up Period.
7.	Next Galaxy Device	As notified by Samsung provided always the next Galaxy device shall have RRP of RM4,000 and above; or RRP higher than the RRP of the Existing Device.

**Table 1:**

<b>Participating Models</b>	<b>RAM_Storage</b>	<b>SKU Code</b>	<b>RRP</b>	<b>Guaranteed Residual Value</b>	
				<b>Grade A 50%</b>	<b>Grade B 40%</b>
Galaxy Z Fold6	12GB_1TB	SM-F956BAKHXME	RM9,099.00	RM4,549.50	RM3,639.60
		SM-F956BDBHXME	RM9,099.00	RM4,549.50	RM3,639.60
		SM-F956BLIHXME	RM9,099.00	RM4,549.50	RM3,639.60
		SM-F956BZSHXME	RM9,099.00	RM4,549.50	RM3,639.60
		SM-F956BZWHXME	RM9,099.00	RM4,549.50	RM3,639.60
	12GB_512GB	SM-F956BAKGXME	RM7,899.00	RM3,949.50	RM3,159.60
		SM-F956BDBGXME	RM7,899.00	RM3,949.50	RM3,159.60
		SM-F956BLIGXME	RM7,899.00	RM3,949.50	RM3,159.60
SM-F956BZSGXME		RM7,899.00	RM3,949.50	RM3,159.60	

<sup>1</sup> Appendix 1 shall be read together with the terms and conditions of the Samsung Galaxy Forever Program at <https://www.samsung.com/my/offer/galaxy-forever/>.

Participating Models	RAM_Storage	SKU Code	RRP	Guaranteed Residual Value	
				Grade A 50%	Grade B 40%
		SM-F956BZWXME	RM7,899.00	RM3,949.50	RM3,159.60
	12GB_256GB	SM-F956BAKDXME	RM7,299.00	RM3,649.50	RM2,919.60
		SM-F956BDBDXME	RM7,299.00	RM3,649.50	RM2,919.60
		SM-F956BLIDXME	RM7,299.00	RM3,649.50	RM2,919.60
		SM-F956BZSDXME	RM7,299.00	RM3,649.50	RM2,919.60
		SM-F956BZWDXME	RM7,299.00	RM3,649.50	RM2,919.60
Galaxy Z Flip6	12GB_512GB	SM-F741BAKEXME	RM5,599.00	RM2,799.50	RM2,239.60
		SM-F741BLBEXME	RM5,599.00	RM2,799.50	RM2,239.60
		SM-F741BLGEXME	RM5,599.00	RM2,799.50	RM2,239.60
		SM-F741BZOEXME	RM5,599.00	RM2,799.50	RM2,239.60
		SM-F741BZSEXME	RM5,599.00	RM2,799.50	RM2,239.60
		SM-F741BZWEXME	RM5,599.00	RM2,799.50	RM2,239.60
		SM-F741BZYEXME	RM5,599.00	RM2,799.50	RM2,239.60
	12GB_256GB	SM-F741BAKAXME	RM4,999.00	RM2,499.50	RM1,999.60
		SM-F741BLBAXME	RM4,999.00	RM2,499.50	RM1,999.60
		SM-F741BLGAXME	RM4,999.00	RM2,499.50	RM1,999.60
		SM-F741BZOAXME	RM4,999.00	RM2,499.50	RM1,999.60
		SM-F741BZSAXME	RM4,999.00	RM2,499.50	RM1,999.60
		SM-F741BZWAXME	RM4,999.00	RM2,499.50	RM1,999.60
		SM-F741BZYAXME	RM4,999.00	RM2,499.50	RM1,999.60