

## Galaxy S23Ultra x Good Vibes Festival Contest

Stand a chance to win a pair of Good Vibes Festival tickets!

### Terms and Conditions

1. **Galaxy S23Ultra x Good Vibes Festival** is organized by Samsung Malaysia Electronics (SME) Sdn. Bhd. (“**Samsung**”).

### Duration

2. This Contest will run from 12AM, 26 June 2023 to 11.59 PM, 10 July 2023 (“**Contest Period**”). Samsung shall reserve the right to shorten, extend or cancel the Contest Period at its sole discretion without any prior notice.

### 3. Eligibility

This Contest is open to participants who are:

- a) Permanent residents of Malaysia; and
- b) Aged 18 years old and above, as stated on their NRIC/Passport (as of **26 June 2023**)

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

4. Employees, dealers 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. Participants will need to follow the steps below:

Online Participation (26 June – 10 July)

Steps	Description
<b>Step 1</b>	Register your interest. ( <a href="#">S23 x GVF Social Media Contest   Samsung Malaysia</a> )
<b>Step 2</b>	Post your most creative picture on Instagram and tag @SamsungMalaysia and @GoodVibesFest with the hashtag #GalaxyS23MYGVF2023. Please make sure your profile is set to Public.
<b>Step 3</b>	Stay tuned for the winner's announcement!

- a) Participants are allowed to submit multiple entries.
- b) This Contest will end on 10 July 2023, 11:59 PM. Entries received after this or are submitted through any means other than specified herein will not be entertained or qualified as a valid entry. Any complaints on missing and/or delayed submission will not be entertained.

- c) Participants found cheating (for instance, creating shell social media accounts to take part in the Contest) will be disqualified immediately.
- d) It is a condition of entry that winners consent to the publication of their names and social media platform identifiers (in the format of username, profile picture and/or submitted photo) on the relevant social media platforms for publicity purposes.

**Judging Criteria**

- 6. A total of 15 submissions will be selected based on the creativity and engagement (like/share/comments) of the Participants’ postings.
- 7. Winners will receive a “Winning announcement” email from Samsung by 13 July 2023. Please ensure that your email is valid and reachable. It is the responsibility of the Participants to ensure that the email provided in the registration form is correct. (Registration form: <https://www.samsung.com/my/offer/mobile/gvf-contest-2023/>)
- 8. Samsung’s decision will be final. No correspondence, appeals or further claims shall be entertained.
- 9. All entries must meet the Eligibility requirements and fulfill the conditions stated in the “How to Participate” rules. If the entry is found to be not valid, it will be deemed as null and void.

**Contest Prizes**

10. Details of Contest prizes are as follows: -

Type of Prizes	Product Item	Item Qty
Tickets	Good Vibes Festival - 3 Day VIP Pass	15 Pairs

- 11. The 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.
- 12. Winners will have to provide Samsung with details for verification and delivery purposes. Winning email/message that are not replied to within five (5) days (“**Claim Period**”), will be considered as prize unclaimed.
- 13. Any prizes unclaimed after the said Claim 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.
- 14. Picture(s) of the 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 colour, model or specification of the prize(s) and does not include any optional accessories.

## **Delivery of Prize(s) and Prize Redemption**

15. Winners will be notified via email with their e-ticket by 13 July 2023 or such other period as may be determined solely by Samsung.
16. Winners will have to be present their e-ticket at the Good Vibes Festival on 21 July 2023 to claim their prizes.
17. Samsung reserves the right to appoint a third party (3rd) party vendor or service provider to handle the fulfilment or making available of the prize(s) and 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 or service provider for the purposes of delivery service.
18. Samsung shall not be responsible or liable for any delays or non-delivery of the prizes.
19. Samsung shall not be responsible for any inaccurate details provided by the Participant to claim their prizes, if any.

## **Terms of Participation**

20. 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.
21. 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.
22. 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.

23. 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.
24. Samsung reserves the right to disqualify any participant suspected of fraud, hacking, tampering with the Contest submission process or if Samsung believes that the contestant's entry and/or results has been manipulated in any way by machines or computers or breach of any terms and conditions of the Contest.
25. 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.
26. 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**

27. 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**

28. Samsung reserves the right to reject any post/ winner at its sole and absolute discretion without having to assign any reasons whatsoever.
29. Samsung reserves the right to change or replace the prize(s) with item(s) of equal value.
30. Samsung reserves the right to amend these Terms and Conditions without prior notice.
31. 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.
32. 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).
33. 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.
34. 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**

35. 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.
36. 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](http://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).
37. 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.