

2024 EM Gawai Sound Tower Promotion

Terms and Conditions

1. Introduction

- 1.1 The 2024 East Malaysia ("EM") Gawai Sound Tower Promotion ("Promotion") is organized by Samsung Malaysia Electronics (SME) Sdn Bhd ("**Samsung**").
- 1.2 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.
- 1.3 Customer agrees to comply with all 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 organizing this Promotion only.
- 1.4 The Promotion is on first come first served basis and while stocks last.

2. Promotion Period

- 2.1 The Promotion will run during the promotion period set out below or while promotional stocks last, whichever is earlier ("**Promotion Period**").

Promotion Title	Promotion Period
a) 2024 EM Gawai Sound Tower Promotion	3 May 2024 – 30 June 2024
b) Gawai Stand a Chance to Win Social Media Contest	3 May 2024 – 30 June 2024

- 2.2 Samsung reserves the right to shorten, extend or cancel the Promotion Period at its sole discretion without prior notice.
- 2.3 Redemption period for the Promotion starts from 3 May 2024 – 17 July 2024 ("**Redemption Period**"). No extension of Redemption Period will be allowed. Samsung reserves the right to amend the Redemption Period at any time as they deem fit without prior notice. Where applicable, free gift(s) redemption should be made on the spot at retail store upon purchase.

3. Eligibility

- 3.1 Subject to paragraph 3.2 below, the Promotion is open to Customers who:
 - (a) are East Malaysian citizens and residents of East Malaysia with Malaysia Identity Card;
 - (b) are of 18 years and above (as of 3 May 2024) based on Malaysia Identity Card; and
 - (c) fully comply with the Promotion terms and conditions herein and Redemption Process" below.
- 3.2 Employees; dealers; and/or agents of Samsung or any of its group companies or their families or households or anyone connected to this Promotion are not eligible to participate in this Promotion.

4. Participating Stores

No.	Participating Stores
a.	Participating Samsung Authorized Retailers (East Malaysia only)

(Collectively known as the "**Participating Stores**" or "**Dealer**".)

5. Promotion Mechanism

Samsung is offering the Promotion whereby Customer will be eligible to the following promotion(s):

5.1 2024 EM Gawai Sound Tower Promotion

- 5.1.1 For any purchase of selected Sound Tower models ("**Promotional Products**"), Customer is eligible to get the free gifts set out below.

Segment	Promotional Products	RRP (RM)	Free Gift
Q Series	MX-T70/XM	1,999	1. RM50 Touch n' Go eWallet credit 2. Denn Microphone worth RM 69
Q Series	MX-ST50B/XM	1,699	1. Denn Microphone worth RM 69

- 5.1.2 How to enjoy 2024 EM Gawai Sound Tower Promotion

Step 1	Visit any Participating Stores
Step 2	Purchase any Promotional Products set out in table 5.1.1 above.
Step 3	Checkout and make payment accordingly.
Step 4	Microphone free gift can be redeemed directly from Dealer. For Touch n' Go ("TNG") eWallet credit, please refer to the redemption process in paragraph 6 below

5.2 Gawai Stand a Chance to Win Social Media Contest

5.2.1 The Gawai Stand a Chance to Win Social Media Contest ("**Contest**") will run from 3 May 2024 – 30 June 2024 ("**Contest Period**"). Samsung shall reserve the right to shorten, extend or cancel the Contest Period at its sole discretion without any prior notice.

5.2.2 How to Participate in the Contest:

Step 1	Purchase the selected Products listed in table 5.1.1 above during the Contest Period
Step 2	Post on Facebook a photo of you enjoying the Sound Tower and write why you love Samsung Sound Towers in the caption with all the required hashtags (#SoundTower #PartyAnytimeAnywhere #SamsungMalaysia #aramaiti #Oohhaa)
Step 3	Share and invite your friends to like your posting and stand a chance to win gifts!
Step 4	Complete the submission steps in table 5.2.3 below.

- a) Participants must ensure that their account is made visible to the public.
- b) This Contest will end on 30th June 2024, 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) A total of 5 participants will be selected and announced based on the creativity and level of engagement of their postings. Winners will be reached via Facebook messenger to attain their personal details for verification.
- d) Samsung's decision will be final. No correspondence or further claims shall be entertained.
- e) 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.

5.2.3 Details of Contest prizes are as follows:

Category	Contest Prizes	RRP (RM)	Quantity
Mobile	Galaxy Z Flip5 (8+256GB)	4,499	1
Watch	Galaxy Watch6 Classic	1,399	1
Buds	Galaxy Buds FE	399	3
Total			5

- a) The winner announcement will be made on 15th July 2024 or any such other date determined by Samsung.
- b) 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.
- c) 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.
- d) 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.
- e) 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.
- f) The prizes will be delivered to the winners by 31 August 2024 after winner's announcement or such other period as may be determined solely by Samsung.
- g) 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.

- h) Samsung shall not be responsible or liable for any delays or non-delivery of the prizes.
- i) Samsung shall not be responsible for any inaccurate details provided by the Participant to claim their prizes, if any.

5.2.4 Delivery of Prize(s) and Prize Redemption are as follows:

- a) The prizes will be delivered to the winners by 31 August 2024 after winner's announcement or such other period as may be determined solely by Samsung.
- b) 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.
- c) Samsung shall not be responsible or liable for any delays or non-delivery of the prizes.
- d) Samsung shall not be responsible for any inaccurate details provided by the Participant to claim their prizes, if any.

5.2.5 Terms of Participation are as follows:

- a) 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.
- b) 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.
- c) 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):
 - i. In connection with this Contest and/or Samsung products;
 - ii. For the promotion and publicity of this Contest and/or Samsung products;
 - iii. 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.
- d) 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.
- e) 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.
- f) 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.
- g) 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.

5.2.6 Liability and Responsibility

- a) 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.

5.2.7 Rights of Samsung

- a) Samsung reserves the right to reject any post/ winner at its sole and absolute discretion without having to assign any reasons whatsoever.
- b) Samsung reserves the right to change or replace the prize(s) with item(s) of equal value.
- c) Samsung reserves the right to amend these Terms and Conditions without prior notice.
- d) 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.
- e) 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:
 - i. Any technical difficulties or equipment malfunction (whether or not under Samsung's control);
 - ii. Any theft, unauthorized access or third party interference;
 - iii. 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;
 - iv. Any variation to the prize(s) value to that stated in these Terms & Conditions;
 - v. Any tax liability incurred by a contestant; or
 - vi. Use of the prize(s).
- f) 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.
- g) 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.

5.2.8 Privacy Policy

- a) 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.
- b) 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).

- c) 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.

6. Redemption Process

6.1 How to redeem the TNG eWallet credit under the Promotion:

Step 1	Go to – https://www.samsung.com/my/offer/redemption/
Step 2	Register/ sign in to your Samsung Account. You will need to enter the following information: - <ul style="list-style-type: none"> • Email • Store of purchase • Date of purchase • Invoice number • Model purchased serial number • Recipient name • Email address • Delivery address • Contact number (Must be eligible TNG account if redeeming TNG free gift) • Identity card number • Upload a copy of proof of purchase (the receipt with model code) • Upload serial number image • Letter of authorization (if necessary)
Step 3	Read & accept the promotion T&C and marketing info
Step 4	Input all necessary purchase information
Step 5	Select corresponding gift(s)
Step 6	Input delivery details
Step 7	Upload documents (eg. product serial number, invoice etc.) Uploaded document 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.
Step 8	Double check all information summary and click submit. It is the responsibility of the purchaser to ensure all the details stated in the redemption form is accurate. Each email address/ recipients' name/ recipients' address/ mobile numbers/ invoice can only have a maximum of 5 times submission provided all the proof of purchase /receipt is valid. The information stated in the redemption form cannot be changed once is submitted.

- 6.2 Samsung reserves the right to suspend or terminate or cancel or change the Promotion and/or change the Promotional Products/free gift(s) anytime without any prior notice. Free gift(s)/actual promotion(s) availability is subject to the respective Participating Stores. Customer is advised to check with point of sales to confirm the promotion type and/or availability of the free gifts prior to purchase.
- 6.3 All free gifts are available for redemption only, together with the purchased Promotional Product(s) on a first come first served basis, and while stocks last. The colour of free gifts is assigned randomly and cannot be selected.
- 6.4 The free gift(s) are not redeemable for cash, not exchangeable, transferable, nor refundable, and cannot be used in conjunction with other promotional offers at the Promotion.
- 6.5 Free gifts arrival/delivery time (if any) may differ subject to delivery area.
- 6.6 Samsung reserves the right to reject any purchaser/Customer redemption without any prior notice in the event of the following:
- (a) redemption form is incomplete;

- (b) redemption form exceeds the maximum number of redemption;
 - (c) receipt address is Samsung Partners outlet address;
 - (d) delivery address is incomplete or wrong or non-acceptance of the parcel;
 - (e) redemption form or any redemption documents appear to be fraudulent ;
 - (f) redemption form is not accordance with the terms and conditions;
 - (g) If Samsung believes the redemption is fraud or any irregular transaction or being manipulated in any whatsoever manner.
- 6.7 If any of the redemption item(s) are returned to Samsung or the Appointed Delivery Service Provider “unclaimed”, Samsung may in its absolute discretion:
- (a) email to the Customer to arrange for re-delivery of the redemption item subject to Customer reply to the said email within the stipulated timeline. Samsung may impose a delivery charges on the re-delivery; or
 - (b) revoke and/or cancel the redemption.
- 6.8 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 delivery, damaged or stolen free gifts.
- 6.9 In the event Samsung found or suspected of fraud or any irregular transaction or cheating or hacking or tampering with the redemption process, operation or purchase submission or any violation of any of the Terms and Conditions by the Customer, Samsung reserves the right to request for further documents/information for verification as well as to recover any damages from such Customer to the fullest extent permitted by law.
- 6.10 Samsung reserves the right to cancel, forfeit, withdraw, suspend the title and ownership of free gift(s) in the event there is any non-compliance with the terms and condition stated herein and shall recover any damages from such Customer to the fullest extent permitted by law.
- 6.11 Samsung reserves the right to request the original invoice, receipt and/or any supporting documents required from Customer for verification purpose. For the avoidance of doubt, Samsung reserves the right to determine if the supporting documents are sufficiently genuine for the purposes of the approval of the redemption.
- 6.12 Samsung may appoint 3rd party as fulfilment party (collectively “**Fulfilment Party**”). 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.
- 6.13 TNG eWallet credit voucher will be delivered to Customer through the email provided. The redemption must be completed within 14 working days upon receipt of unique code from Fulfilment Party, failing which the redemption submission will be considered as null and void. Samsung shall not be liable if Customer fails to submit the redemption within the stipulated time. Samsung will not be responsible for the usage terms and condition of the TNG eWallet credit voucher which is subject to third party terms and conditions which the Customer shall adhere to.

7. Payment

- 7.1 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.
- 7.2 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.
- 7.3 Customer shall pay the full amount for the order directly to Dealer only.

8. Delivery

- 8.1 The fulfilment and delivery of the product is handled by Samsung SDS Malaysia Sdn Bhd (“**SDS**”).
- 8.2 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.
- 8.3 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”.

- 8.4 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.
- 8.5 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.

9. Customer's Covenants

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

- 9.1 To submit fraudulent order, false, inaccurate, misleading, defamatory, or libelous information;
- 9.2 To distribute viruses or any other technologies that may harm Samsung, or the interests or property of other users;
- 9.3 To export the unit purchased except in compliance with the export control laws of relevant jurisdictions and in accordance with posted rules and restrictions;
- 9.4 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.

10. Limitation of Liability

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 Customer shall assume full responsibility in case of any accident, damage or claim resulting from participating in this Promotion.
- 10.5 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.
- 10.6 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.

11. General

- 11.1 In the event Customer has queries with regard to this Promotion; please call Samsung Consumer Service at 1-800-88-9999.
- 11.2 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.
- 11.3 This Promotion is not valid in conjunction with other promotions, vouchers or discounts.
- 11.4 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.
- 11.5 The indicated price is Recommended Retail Price (RRP). Both RRP and Promo RRP (if any) are subject to change without prior notice.
- 11.6 Free Gift(s), Rebate(s) and E-Voucher(s) if any, are on first come first served basis and while stocks last.
- 11.7 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.
- 11.8 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/Contest Period.
- 11.9 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).

- 11.10 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.
- 11.11 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.
- 11.12 Samsung reserves the rights to change the Free Gift(s) if any, with products of similar value without any prior notice.
- 11.13 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.
- 11.14 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.
- 11.15 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.
- 11.16 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.
- 11.17 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.
- 11.18 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.
- 11.19 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.
- 11.20 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>.
- 11.21 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.
- 11.22 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.