

2023 Gemilang Merdeka Promotion

Terms and Conditions

1. Introduction

- 1.1 The **2023 Gemilang Merdeka 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 and Redemption Period

- 2.1 The Promotion will run during the promotion period set out below or while promotional stocks last, whichever is earlier (“**Promotion Period**”).
- 2.2 Samsung reserves the right to shorten, extend or cancel the Promotion Period at its sole discretion without prior notice.

Promotion Title	Promotion Period
(a) 2023 Gemilang Merdeka TV Promotion	1 August 2023 – 31 October 2023
(b) TV PWP Sound Device	1 August 2023 – 30 September 2023
(c) Merdeka Sound Device	1 August 2023 – 30 September 2023
(d) 2023 Lifestyle TV Promotion	4 August 2023 – 31 December 2023
(e) 2023 Merdeka Boost Up Campaign	9 September 2023 – 31 October 2023

- 2.3 Redemption period for 2023 Merdeka Boost Up Campaign starts from 9 September 2023 – 15 November 2023 (“**Redemption Period**”). No extension of redemption period will be allowed. Where applicable, free gift(s) redemption should be made on the spot at retail store upon purchase. As for purchases made from Samsung Online Store, where applicable, free gift(s) will be delivered along with purchased item(s). Samsung reserves the right to amend the Redemption Period at any time as they deem fit 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 the commencement of the respective Promotion Period) with Malaysia Identity Card; except Samsung employees (and their immediate families), its related agencies, retailers and dealers.

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

No.	Participating Stores
a.	Samsung Online Store (https://www.samsung.com/my)
b.	Participating Samsung Authorized Retailers
c.	Samsung Authorized Online Flagship Store (Shopee & Lazada)

5. Promotion Mechanism

By participating in the Promotion, Customer will be eligible to the following promotion(s) at respective Dealer during the Promotion Period:

5.1 2023 Gemilang Merdeka TV Promotion

5.1.1 For any purchase of selected TV models listed in the table below (“Promotional Products”), Customer is eligible to a discount as set out below:

TV	TV Series	Promotional Models	Size	RRP (RM)	Discount (RM)	Promotion Price (RM)
		(Model Code)				
Neo QLED 8K	QN800C	QA85QN800CKXXM	85"	32,699	3,217	29,482
		QA75QN800CKXXM	75"	22,699	2,217	20,482
		QA65QN800CKXXM	65"	17,699	1,717	15,982
	QN700C	QA75QN700CKXXM	75"	18,199	1,817	16,382
		QA65QN700CKXXM	65"	15,199	1,517	13,682
Neo QLED	QN85C	QA85QN85CAKXXM	85"	18,599	1,817	16,782
		QA75QN85CAKXXM	75"	13,599	1,317	12,282
		QA65QN85CAKXXM	65"	9,599	917	8,682
QLED	Q80C	QA85Q80CAKXXM	85"	15,199	1,517	13,682
		QA75Q80CAKXXM	75"	11,199	1,117	10,082
		QA65Q80CAKXXM	65"	7,199	717	6,482
	Q70C	QA85Q70CAKXXM	85"	14,199	1,417	12,782
		QA75Q70CAKXXM	75"	10,199	1,017	9,182
		QA65Q70CAKXXM	65"	6,199	617	5,582
OLED	S95C	QA77S95CAKXXM	77"	30,999	3,117	27,882
		QA65S95CAKXXM	65"	15,999	1,617	14,382
	S90C	QA77S90CAKXXM	77"	27,999	2,317	25,682
		QA65S90CAKXXM	65"	13,999	1,417	12,582

5.1.2 How to enjoy 2023 Gemilang Merdeka TV Promotion

Step 1	Visit any Participating Stores
Step 2	Purchase any Promotional Products set out in paragraph 5.1.1 above
Step 3	Discount will automatically be reflected in the cart.
Step 4	Checkout and make payment accordingly.

5.2 TV PWP Sound Device Promotion

5.2.1 For any purchase of the Promotional Products stated in paragraph 5.1.1 above, Customer is further eligible to buy sound device listed in the table below (PWP) with the following rebate:

Models	RRP	PWP Rebate (RM)	Price After Rebate (RM)
HW-Q990C/XM	6,499.00	999	5,500.00
HW-Q800C/XM	3,999.00	599	3,400.00
HW-Q700C/XM	2,999.00	399	2,600.00
HW-Q600C/XM	2,599.00	399	2,200.00

5.2.2 How to enjoy TV PWP Sound Device Promotion

Step 1	Visit any Participating Stores
Step 2	Purchase any Promotional Products in 5.1.1 with any sound device in paragraph 5.2.1 above
Step 3	Rebates will automatically be reflected in the cart.
Step 4	Checkout and make payment accordingly.

5.3 Merdeka Sound Device Promotion

5.3.1 For any purchase of selected sound device models listed in the table below, Customer is eligible to a discount as set out below:

Models	RRP (RM)	Discount (RM)	Price After Discount (RM)
HW-Q990C/XM	6,499.00	590	5,909.00
HW-Q800C/XM	3,999.00	360	3,639.00
HW-Q700C/XM	2,999.00	270	2,729.00
HW-Q600C/XM	2,599.00	230	2,369.00

5.3.2 How to enjoy Merdeka Sound Device Promotion

Step 1	Visit any Participating Stores
Step 2	Purchase any sound device in paragraph 5.3.1 above.
Step 3	Discount will automatically be reflected in the cart.
Step 4	Checkout and make payment accordingly.

5.4 Merdeka Lifestyle TV Promotion

5.4.1 For any purchase of selected TV models listed in the table below (“Promotional Products”), Customer is eligible to a free gift as set out below:

TV Series	Promotional Products (SKU)	Size	RRP (RM)	Free Gift	Free Gift RRP (RM)
The Frame	QA43LS03BAKXXM	43”	4,999	43” Frame Bezel	399
	QA50LS03BAKXXM	50”	5,699	50” Frame Bezel	499
	QA55LS03BAKXXM	55”	6,199	55” Frame Bezel	599
	QA65LS03BAKXXM	65”	8,299	65” Frame Bezel	699
	QA75LS03BAKXXM	75”	12,599	75” Frame Bezel	799
	QA85LS03BAKXXM	85”	18,199	85” Frame Bezel	899
The Sero	QA43LS05BBKXXM	43”	5,999	Sero Wheel	299

5.4.2 How to enjoy 2023 Lifestyle TV Promotion

Step 1	Visit any Participating Stores.
Step 2	Purchase any Promotional Products set out in paragraph 5.4.2 above.
Step 3	For online purchase, free gift will be automatically added in the cart at checkout.
Step 4	Checkout and make payment accordingly.

5.5 2023 Merdeka Boost Up Campaign

5.5.1 Customers who purchased the models listed in Appendix 1 (“Promotional Products”) during the Promotion Period will be eligible to redeem Setel Petrol Voucher, details of which are set out in Appendix 1.

5.5.2 Kindly refer to paragraph 6 for the redemption process.

5.6 The Promotional Products are on first come first served basis and while stocks last.

5.7 Samsung reserves the right to vary, suspend or terminate or cancel the Promotion or change the promotional models/products anytime without any prior notice. Free gift(s)/actual promotion(s) availability is subject to the respective Participating Stores/Dealers. 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. Redemption Process

6.1 How to redeem of the Setel Petrol Voucher under the Merdeka Boost Up Campaign

Step 1	Go to – https://samsung-redemption.com/customer/#/sasso/MY-gwp-1433
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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 T&G account if redeeming T&G 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 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.
- 6.3 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.
- 6.4 Free gifts arrival/delivery time (if any) may differ subject to delivery area.
- 6.5 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.
- 6.6 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.
- 6.7 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.
- 6.8 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.
- 6.9 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.
- 6.10 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.
- 6.11 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.
- 6.12 Setel Petrol 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.
- 6.13 Samsung will not be responsible for the usage terms and condition of the Setel Petrol 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 Dealers 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 Dealers 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**

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

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

APPENDIX 1

Segment	Promotional Products (Model Code)	Size	RRP	Free Gift Entitlement	Setel Petrol Voucher Value (RM)
Neo QLED 8K	QA85QN800CKXXM	85"	32,699	Setel Petrol Voucher	650
	QA75QN800CKXXM	75"	22,699	Setel Petrol Voucher	500
	QA65QN800CKXXM	65"	17,699	Setel Petrol Voucher	350
	QA75QN700CKXXM	75"	18,199	Setel Petrol Voucher	500
	QA65QN700CKXXM	65"	15,199	Setel Petrol Voucher	350
OLED	QA77S95CAKXXM	77"	30,999	Setel Petrol Voucher	350
	QA65S95CAKXXM	65"	15,999	Setel Petrol Voucher	350
	QA55S95CAKXXM	55"	12,999	Setel Petrol Voucher	250
	QA77S90CAKXXM	77"	27,999	Setel Petrol Voucher	300
	QA65S90CAKXXM	65"	13,999	Setel Petrol Voucher	300
	QA55S90CAKXXM	55"	10,999	Setel Petrol Voucher	150
Neo QLED 4K	QA85QN85CAKXXM	85"	18,599	Setel Petrol Voucher	500
	QA75QN85CAKXXM	75"	13,599	Setel Petrol Voucher	350
	QA65QN85CAKXXM	65"	9,599	Setel Petrol Voucher	200
QLED	QA85Q80CAKXXM	85"	15,199	Setel Petrol Voucher	300
	QA75Q80CAKXXM	75"	11,199	Setel Petrol Voucher	200
	QA65Q80CAKXXM	65"	7,199	Setel Petrol Voucher	100
	QA85Q70CAKXXM	85"	14,199	Setel Petrol Voucher	300
	QA75Q70CAKXXM	75"	10,199	Setel Petrol Voucher	200
	QA65Q70CAKXXM	65"	6,199	Setel Petrol Voucher	100
The Frame	QA85LS03BAKXXM	85"	18,199	Setel Petrol Voucher	300
	QA75LS03BAKXXM	75"	12,599	Setel Petrol Voucher	200
	QA65LS03BAKXXM	65"	8,299	Setel Petrol Voucher	100
Crystal UHD	UA65CU8500KXXM	65"	3,999	Setel Petrol Voucher	100
	UA85CU8000KXXM	85"	10,099	Setel Petrol Voucher	250
	UA75CU8000KXXM	75"	6,599	Setel Petrol Voucher	150
	UA65CU8000KXXM	65"	3,899	Setel Petrol Voucher	100
	UA55CU8000KXXM	55"	3,199	Setel Petrol Voucher	50
	UA85CU7100KXXM	85"	9,599	Setel Petrol Voucher	250
	UA75CU7100KXXM	75"	6,099	Setel Petrol Voucher	150
	UA65CU7100KXXM	65"	3,599	Setel Petrol Voucher	100
	UA85CU7000KXXM	85"	9,399	Setel Petrol Voucher	250
	UA75CU7000KXXM	75"	5,899	Setel Petrol Voucher	150
	UA65CU7000KXXM	65"	3,499	Setel Petrol Voucher	100