

## Made with Portrait Studio Campaign - Terms and Conditions

The Made with Portrait Studio Campaign (“Campaign”) is organized by Samsung Malaysia Electronics (SME) Sdn. Bhd. [Company No. 200301026766(629186-D)] (“Samsung”).

### Duration

1. This Campaign will run from 31 July 2024 to 30 August 2024 (“Campaign Period”). Samsung shall reserve the right to shorten, extend or cancel the Campaign Period at its sole discretion without any prior notice.
2. Eligibility  
This Campaign 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 31 July 2024)By participating in this Campaign, each participant (interchangeably referred to as “Participant”, “You” or “Your”) agrees to be bound by these Terms and Conditions.
3. Employees, dealers or agents of Samsung or any of its group companies or their families or households or anyone connected to this Campaign are not eligible to participate in this Campaign.

### How to Participate

4. This Campaign will be held on Instagram, Facebook, Tik Tok, Twitter and Samsung Community.
  - a) Participants will need to follow the steps below:

| Steps  | Description   |
|--------|---|
| Step 1 | Visit Samsung Experience Stores (SES), capture your Portrait with the Galaxy Z Flip6 or Z Fold6 and generate your Portrait Studio Picture with Portrait Studio. |
| Step 2 | Post your Portrait Studio on your Facebook, Instagram (Feed), Twitter or Tik Tok. Make sure your profile is on public.  |
| Step 3 | Tag @SamsungMalaysia with #MadewithPortraitStudio & #GalaxyAI in your caption.  |

- b) Participants must ensure that their account is made visible to the public.
- c) This Campaign will end on 30 August 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.

### Shortlisting/Selection of Portrait Studio pictures

5. A total of 50 participants/Portrait Studio pictures/posts will be selected on weekly basis during the Campaign Period and the selected participants will receive notification via direct messages (DMs) from Samsung.
6. A total of 200 Portrait Studio pictures/posts will be selected throughout the Campaign Period to be featured on Samsung’s billboard/OOH/DOOH around the city in Malaysia (see Appendix 1 for further details).
7. Samsung’s decision will be final. No correspondence or further claims shall be entertained.
8. 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.

### Billboard

9. The billboard will be refreshed every Saturday during the Campaign Period (or such other period as may be determined solely by Samsung) to feature the selected Participant’s Portrait Studio picture.
10. Samsung reserves the right to appoint a third party (3rd) party vendor or service provider to handle the fulfilment, if any. 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 fulfilment.

### Terms of Participation

11. By entering this Campaign, 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.
12. Copyright of all images/photos/videos submitted to this Campaign remains with the Participants. However, by participating in this Campaign, 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 including to be featured in the billboard/OOH/DOOH.
13. Each Participant agrees to take part in any and all marketing, promotional, publicity exercises with respect to this Campaign; agrees for Samsung to use his/her name, ID/social media handle, voice, photograph, likeness or other personal identifiable information in any media for the promotion and publicity of this Campaign 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 Campaign. 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 Campaign and/or Samsung products;
  - b) For the promotion and publicity of this Campaign 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.
14. Participants will only be shortlisted/selected 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.
  15. Samsung reserves the right to disqualify any Participant suspected of fraud, hacking, tampering with the Campaign submission process or if Samsung believes that the entry and/or results has been manipulated in any way by machines or computers or breach of any terms and conditions of the Campaign.
  16. Samsung reserves the right to disqualify such Participants from the Campaign. Samsung reserves the right to substitute or replace the selected Participant/ Portrait Studio pictures.
  17. 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 Campaign.

### **Liability and Responsibility**

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

### **Rights of Samsung**

19. Samsung reserves the right to reject any post/ winner at its sole and absolute discretion without having to assign any reasons whatsoever.
20. Samsung reserves the right to change or replace the prize(s) with item(s) of equal value.
21. Samsung reserves the right to amend these Terms and Conditions without prior notice.
22. 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.
23. 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 Campaign, 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 Participant; or
  - f) Use of the prize(s).
24. Samsung reserves the absolute right to cancel, terminate or suspend the Campaign 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.
25. 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 Campaign.

### **Privacy Policy**

26. By participating in this Campaign, 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 Campaign.

27. By participating in this Campaign, 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 Campaign, 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).
28. These Terms and Conditions shall be governed and construed in accordance with the laws of Malaysia, and each Campaignant irrevocable submits to the exclusive jurisdiction of the courts of Malaysia.

### Appendix 1 – Billboard Locations\*

\*Billboard locations may be updated/changed without prior notice

| No. | Region       | Location   |
|-----|--------------|--|
| 1   | Klang Valley | Federal Highway - Amcorp Mall (From Subang/ Shah Alam)(B)          |
| 2   | Klang Valley | Federal Highway - Menara Harvey Norman (From Subang/ Shah Alam)(A) |
| 3   | Klang Valley | Federal Highway - Menara Harvey Norman (From Kuala Lumpur)(B)      |
| 4   | Klang Valley | Federal Highway - Guinness (From Kuala Lumpur)(A)                  |
| 5   | Klang Valley | Federal Highway - Guinness (From Subang/ Shah Alam)(B)             |
| 6   | Klang Valley | Federal Highway - Mentari (Kuala Lumpur)(A)                        |
| 7   | Klang Valley | Federal Highway - Mentari (From Subang/ Shah Alam)(B)              |
| 8   | Klang Valley | Federal / Elite - Shah Alam Calsberg (From Subang, Federal)(A)     |
| 9   | Klang Valley | LDP - IOI Mall Petron LDP (From PJ/ Sunway/ Bukit Jalil)(A)        |
| 10  | Klang Valley | LDP - IOI Mall Petron LDP (From Putrajaya/ KLIA/ Serdang)(B)       |
| 11  | Klang Valley | LDP - PJ ICON 2 (From Kelana Jaya)(A)                              |
| 12  | Klang Valley | LDP - PJ ICON 2 (From Sunway/ Puchong)(B)                          |
| 13  | Klang Valley | LDP - Ignatius (From Kelana Jaya/ Sunway)                          |
| 14  | Klang Valley | LDP - SS2 (Damansara Jaya) (From Kelana Jaya)(A)                   |
| 15  | Klang Valley | LDP - SS2 (Damansara Jaya) (From TTDI)(B)                          |
| 16  | Klang Valley | LDP - TP2 (Damansara Utama) (From Bandar Utama/ TTDI)(A)           |
| 17  | Klang Valley | LDP - TP2 (Damansara Utama) (From SS2/ Kelana Jaya)(B)             |
| 18  | Klang Valley | LDP - 1 Utama (BU) (From Kelana Jaya/ DU)(B)                       |

|    |              |   |
|----|--------------|---|
| 19 | Klang Valley | LDP - Penchala Auto Showroom (From Penchala Toll/ Kepong)(A)      |
| 20 | Klang Valley | SPRINT - TP 1 (Damansara Kim) (From Damansara Toll)(A)            |
| 21 | Klang Valley | SPRINT - TP 1 (Damansara Kim) (From Sek.17/ Bangsar/ KL)(B)       |
| 22 | Klang Valley | SPRINT - Kayu Ara (From Sek.17/ Bangsar/ KL)(B)                   |
| 23 | Klang Valley | NKVE - Tropicana (From PJ/ Damansara)(A)                          |
| 24 | Klang Valley | NKVE - Tropicana (From Shah Alam / Klang)(B)                      |
| 25 | Klang Valley | NPE Sunway Pyramid (From Subang / Shah Alam)(A)                   |
| 26 | Klang Valley | NPE Sunway Pyramid (From PJ / KL)(B)                              |
| 27 | Klang Valley | MRR 2 - Sri Damansara (From Sg.Buloh)(A)                          |
| 28 | Klang Valley | MRR 2 - Batu Caves (From Selayang / Kepong)(A)                    |
| 29 | Klang Valley | MRR 2 - Auto City Gombak (From Genting / Ampang)(B)               |
| 30 | Klang Valley | MRR 2 - Ampang City MRR2 Highway (From Seri Kembangan)(A)         |
| 31 | Klang Valley | MRR 2 - Ampang City MRR2 Highway (From Setiawangsa / Melawati)(B) |
| 32 | Klang Valley | TRX (Kg Pandan) (From KLCC, Jln Tun Razak)(A)                     |
| 33 | Klang Valley | Jln Kuching (Dutamas) (From KL City Centre)(A)                    |
| 34 | Klang Valley | Jln Kuching (Dutamas) (From Segambut)(B)                          |
| 35 | Klang Valley | EkoCheras Mall, Jln Cheras (From Cheras / Kajang)(A)              |
| 36 | Klang Valley | Jalan Ampang  |
| 37 | Klang Valley | LGM   |
|    |              |   |

|    |              |  |
|----|--------------|--|
| 38 | Klang Valley | Jalan Yew towards Jalan Tun Razak              |
| 39 | Klang Valley | LDP Sunway Toll/ Puchong Toll (To Puchong)     |
| 40 | Klang Valley | Jalan Syed Putra, KL                           |
| 41 | Klang Valley | Jalan Cheras                                   |
| 42 | Klang Valley | Jalan Semarak/ Jalan Tun Razak, KL             |
| 43 | Klang Valley | Bukit Bintang, KL (To Pavilion)                |
| 44 | Klang Valley | Bukit Bintang, KL (To Prince Court)            |
| 45 | Klang Valley | Jalan Sungai Besi, KL                          |
| 46 | Penang       | 1st Avenue Mall, Prangin Mall (Jalan Magazine) |
| 47 | Penang       | Komtar, Penang                                 |
| 48 | Perak        | Jalan Sultan Idris Shah, Ipoh, Perak           |
| 49 | Perak        | Kinta City, Ipoh                               |