

## SAMSUNG MALAYSIA PRICE PROMISE

### TERMS AND CONDITIONS

#### Eligibility

1. To be eligible for the Price Promise Policy ("Offer") you must be a resident (aged 18+) of Malaysia (the "Territory").
2. Employees or agents of Samsung or anyone professionally connected to the Offer are not eligible to enter.
3. The Offer is only available to consumers (e.g. not to any business or reseller) (Customers). Retailers, distributors, resellers and any person who purchases an Eligible Product (defined below) for resale or otherwise not as the user of the Eligible Product, may not participate in this Offer and are specifically excluded.

#### Offer

4. Customers who purchase, during the offer period any new Samsung Product from Samsung Online Store (<https://www.samsung.com/my>) and Samsung Shop App (Samsung Main Store only) (each an "Eligible Product") and within 7 days subsequently find the same product for sale online at a lower price by an Eligible Retailer as defined in Table 1 ("Lower Priced Product") will be eligible to claim back an amount ("Refund") equal to the difference between the purchase price as per Invoice (see Conditions below) of the Eligible Product and the advertised price online by the Eligible Retailer of the Lower Priced Product.
5. To qualify for a Refund, the Lower Priced Product found at an Eligible Retailer must meet the following conditions at the time of Claim (and in any instance shall be applicable within seven (7) days of the date of purchase):
  - i. The Lower Priced Product must be advertised and offered by an Eligible Retailer to purchase at a lower price that is publicly available on the Eligible Retailer's Malaysian website URL (e.g. [www.retailer.com.my](http://www.retailer.com.my)), found at Table 1. Purchases from call centers are excluded;
  - ii. The Lower Priced Product offered must be currently in stock and available to order and pay for dispatch or collection (i.e. available to 'add to cart');
  - iii. The SKU of the Lower Priced Product must be identical in terms of make, model, size or color to the original purchased Eligible Product from [Samsung.com/my](https://www.samsung.com/my);
  - iv. The Lower Priced Product offered must be brand new, unmodified, and in original packaging. Refurbished, reconditioned, used, damaged, returned, modified, open box, demonstrator or otherwise not in the same condition products (including their packaging) are excluded from the Offer;
  - v. Lower Priced Products available at a lower price due to loyalty/employment programs, trade in/trade up promotions, cashback promotions or schemes, bundle pricing, voucher codes, network/data/monthly contracts or other collective deals are excluded from the Offer;
  - vi. The Lower Priced Product must not be a pricing error by the Eligible Retailer;
  - vii. The Customer must be able to show reasonable supporting evidence of the above.

Table 1: Eligible Retailers

Senheng	<a href="http://www.senheng.com.my">www.senheng.com.my</a>
Harvey Norman	<a href="http://www.harveynorman.com.my">www.harveynorman.com.my</a>

Claims

6. To claim, Customers must visit <http://www.samsung.com/my/price-promise/> within seven (7) days of purchasing an Eligible Product, complete the claim form correctly with the requested information, including order details for the Eligible Product and a screenshot of the Eligible Retailer's advertisement of the Eligible Product at the lower price (meeting the requirements set out above) along with the applicable URL ("Claim").
7. Customers who purchased with any CIMB Bank Instalment Plans are not eligible for Claim(s).
8. Claims may only be submitted within seven (7) days of the Customer purchasing the relevant Eligible Product (the "Claim Period"). Claims received after the close of the Claim Period will not be eligible for a Refund. For the avoidance of doubt, the date of purchase shall count as day one (1).
9. Customers are entitled to Claim a maximum of one (1) Refund per model (as determined by the unique SKU) per order of Eligible Product purchased.
10. Claims will be approved or rejected within fourteen (14) business days from the date of submission. Approved Claims will be refunded within fourteen (14) business days of full delivery of the complete order. If the Claim is rejected (for example because the Eligible Product has been returned), the Customer will be notified by email of such rejection.
11. Claims submitted incorrectly, that are incomplete or damaged will be deemed invalid. Samsung shall not be responsible for lost, delayed or damaged data which occurs during any communication or transmission of Claims.
12. Customers will receive the Refund to the original payment method used to purchase the Eligible Product.
13. Samsung reserves the right at its absolute discretion to disqualify Claims which it reasonably considers do not comply with these Offer Terms.
14. Samsung shall have the right, where necessary, to undertake all such action as is reasonable to protect itself against fraudulent or invalid Claims including, without limitation, to require further verification as to proof of purchase, as well as the identity, age and other relevant details of a Customer. Samsung will report any fraudulent activity to the Police.
15. If a Customer returns or cancels the delivery of an Eligible Product before submitting a Claim, the Customer will not be eligible for Claim. If a Customer returns or cancels the delivery of a Eligible Product after submitting a Claim, the Claim will be invalid.
16. Samsung reserves the right to recover the Refund paid to the Customer or reject ) or invalidate the Claim(s) or taking any necessary steps required if we note or suspect any irregular behaviour and transaction, including but not limited to fraudulently making multiple transactions to claim for Refund and returning the products upon receiving the Refund.

## Privacy and Data Protection

17. Samsung's use of any personal information submitted by the Customer shall be limited to communications about the Offer and for managing the redemption process. The Customer hereby consents to its personal information being used for this purpose and confirms that it agrees with Samsung's privacy policy available at: <https://www.samsung.com/my/info/privacy/>.
18. The Customer may withdraw consent to such use of personal information by writing to Samsung or by using the opt-out process outlined in Samsung's privacy policy.

## Customer's Covenants

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

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

## Limitation of Liability

23. 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.
24. 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.
25. 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.
26. Customer shall assume full responsibility in case of any accident, damage or claim resulting from participating in this Offer.
27. 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.
28. Warranty of the Eligible 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.

## General

29. In the event Customer has queries with regard to this Offer; please call Samsung Consumer Service at 1-800-88-9999.
30. By participating in this Offer, Customer fully and unconditionally agrees to and accepts the Terms and Conditions stated herein and the decisions of Samsung on every aspect of this Offer shall be final and binding.
31. All pictures and/or images of the Eligible Products found in any advertising and marketing materials are for illustration purposes only and actual item or colour may vary.
32. Samsung reserves the right to disqualify or reject any submissions/ redemptions for Claim.
33. Samsung shall not be liable for any interruption to the Offer whether due to force majeure or other factors beyond Samsung's control.
34. Samsung reserves the right, to vary the Terms and Conditions of the Offer or cancel for any reason. For any customer who has purchased prior to any change or cancellation these terms shall still apply.
35. Samsung will not be responsible or liable for: (a) any failure to receive submissions due to transmission failures and other conditions beyond its reasonable control; (b) any late, lost, misrouted, or damaged transmissions or Claims; (c) any computer or communications related malfunctions or failures; (d) any disruptions, losses or damages caused by events beyond the control of Samsung; or (e) any printing or typographical errors in any materials associated with the Offer.
36. In the event any Claim 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 Refund and recover any damages from such Customer to the fullest extent permitted by law.
37. In the event of any electronic, computer, operational and/or technical error affecting the details or pricing or quantity of the product or any Offer 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.
38. Customers will be solely responsible for any and all applicable taxes and any other relevant costs or expenses which are not stated in these Offer Terms as being included.
39. 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 Offer.
40. By participating in this Offer, you agree, to the maximum extent permitted by applicable laws, to release and hold Samsung harmless from any and all liability whatsoever for any injuries, losses or damages of any kind arising from participation in or in connection with the Offer, including without limitation, awarding, acceptance, receipt, possession, use and/or misuse of the Refund. The above limitation of liability shall not apply to liability arising from fraud (including fraudulent misrepresentation), death or personal injury caused as a result of Samsung's negligence.
41. 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.
42. During the offer 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 Offer. By participating in the Offer, you agree that the collection of such information will be processed, handled and use in accordance with the Samsung Privacy Offer at <http://www.samsung.com/my/info/privacy.html>.

43. In the event of inconsistencies between the Terms and Conditions found elsewhere with regard to this Offer (if any) and the Terms and Conditions herein, the latter shall prevail.
44. The Offer is governed by the laws of Malaysia.