

## Samsung – Prime Video TV Campaign

### Terms and Conditions

#### 1. Introduction

- 1.1 The Samsung – Prime Video TV (“**Campaign**”) is organized by Samsung Malaysia Electronics (SME) Sdn Bhd (“**Samsung**”).
- 1.2 The sales transaction in the Campaign is between the Participating Store (as defined below) and Customer. Samsung only provides the recommended retail price (“**RRP**”) and/or redemption guidance to dealers.
- 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 Campaign only.
- 1.4 The Campaign is on first come first served basis and while stocks last.

#### 2. Campaign Period

- 2.1 The Campaign will run from 1 October 2023 to 31 December 2023 (“**Campaign Period**”). Samsung reserves the right to amend, shorten, extend or cancel the Campaign Period at its sole discretion without prior notice.

#### 3. Redemption Period

- 3.1 Redemption period starts from 1 October 2023 to 31 January 2024 (“**Redemption Period**”). No extension of redemption period will be allowed. Samsung reserves the right to amend the period at any time as they deem fit without prior notice.

#### 4. Eligibility

- 4.1 Subject to paragraph.4.2 below, the Campaign is open to Customers who:
  - (a) are Malaysian citizens and residents of Malaysia with Malaysia Identity Card;
  - (b) are of 18 years and above (as of 1 October 2023) based on Malaysia Identity Card; and
  - (c) fully comply with the “Campaign Mechanism” and Redemption Process” below.
- 4.2 Samsung’s employees; dealers; and/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.

#### 5. Participating Stores (“Dealer”)

- 5.1 Samsung Online Store (<https://www.samsung.com/my>).
- 5.2 Participating Samsung Authorized Retailers.

#### 6. Campaign Mechanism

- 6.1 With every purchase of selected Samsung Products as stated in Appendix 1 (“**Campaign Products**”) from the Participating Stores during the Promotion Period, Customer is eligible go get the Free Gift set out in Appendix 1 (“**Free Gift**”).
- 6.2 Each Customer is only entitled to redeem one (1) Free Gift per Campaign Product purchased. The Free Gift is limited to 4,500 units throughout the Campaign Period.
- 6.3 The Campaign Products and Free Gift redemption are on first come first served basis and while stocks last.
- 6.4 Free Gift/actual promotion 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 Gift prior to purchase.
- 6.5 Samsung reserves the right to suspend or terminate or cancel the Campaign or change/amend the Campaign Products and Free Gift at its sole discretion anytime without any prior notice.

#### 7. Redemption Process

- 7.1 The redemption steps are as follows:

Step 1	Customer to purchase selected Campaign Product(s) at Participating Stores during the Promotion Period.
Step 2	For the purpose of this Campaign, a Samsung Account and Prime Video account is required. Customer will need to launch the pre-installed Samsung Promotion application on their Samsung TV and look for the Prime Video promotion banner. After clicking “Get it Now” on the promotion banner, customer will be able to access

a unique QR code (PPC embedded) linking to the Prime Video page for the Free Gift redemption. Customer will also receive notification by SMS and e-mail as well.

Note:

[1] The Prime Video subscription is valid for activation until 31 January 2024.

[2] In order to be eligible for activation of the Prime Video subscription, Customer must:

- agree to the Prime Video Terms or Prime Terms, as applicable;
- provide a valid payment method to Amazon and agree to be auto-renewed into a monthly subscription to Prime or Prime Video, as applicable, billed by Amazon following the end of the Fuse Tokens Subscription Period unless canceled by the Customer; and
- not have an account previously terminated by Amazon for breach of the Prime Video Terms or Prime Terms.

- 7.2 The Free Gift is not redeemable for cash, not exchangeable, transferable, nor refundable, and cannot be used in conjunction with other campaign offers.
- 7.3 It is the responsibility of the Customer to ensure that the redemption process of the Free Gift is completed within the Redemption Period failing which the redemption will be considered as null and void and Samsung shall not be responsible for any loss or costs arising therefrom.
- 7.4 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 recover any damages from such Customer to the fullest extent permitted by law.
- 7.5 Samsung reserves the right to cancel, forfeit, withdraw, suspend the title and ownership of the Free Gift 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.
- 7.6 By signing up for a Prime Video account through the redirect link on Customer's device, Customer consents to disclosing their personal information to third (3<sup>rd</sup>) party vendor or service provider.
- 7.7 Samsung will not be responsible for the Free Gift's activation/usage terms and conditions. The usage/activation terms and conditions shall be subject to the original vendor of the Free Gift (Amazon).

## **8. Payment**

- 8.1 Customer acknowledges, understands and agrees that all transactions are between Customer and Participating Store. Samsung only acts as the coordinating party and is not involved or a party of any monetary/sale and purchase of this order transaction.

## **9. Delivery**

- 9.1 The fulfilment and delivery of the Campaign Product is handled by Samsung SDS Malaysia Sdn Bhd ("SDS").
- 9.2 SDS reserves the right to appoint a third (3<sup>rd</sup>) 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 (3<sup>rd</sup>) party vendor or service provider for the purposes of delivery service.
- 9.3 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".
- 9.4 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.
- 9.5 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.

## **10. Customer's Covenants**

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

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

## **11. Limitation of Liability**

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 Customer shall assume full responsibility in case of any accident, damage or claim resulting from participating in this Campaign.
- 11.5 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.
- 11.6 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.

## **12. General**

- 12.1 In the event Customer has queries with regard to this Campaign; please call Samsung Consumer Service at 1-800-88-9999.
- 12.2 By participating in this Campaign, Customer fully and unconditionally agrees to and accepts the Terms and Conditions stated herein and the decisions of Samsung on every aspect of this Campaign shall be final and binding.
- 12.3 This Campaign is not valid in conjunction with other campaigns, vouchers or discounts.
- 12.4 All pictures and/or images of the Campaign Products found in any advertising and marketing materials are for illustration purposes only and actual item or colour may vary.
- 12.5 The indicated price is RRP. Both RRP and Promo RRP (if any) are subject to change without prior notice.
- 12.6 Free Gift(s), Rebate(s) and E-Voucher(s) if any, are on first come first served basis and while stocks last.
- 12.7 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 Campaign offers.
- 12.8 Free Gift(s), Rebate(s) and E-Voucher(s) if any, are only applicable for the purchase made under the Participating Stores during the Campaign Period.
- 12.9 Product display sets purchases, B2B purchases and Customer Retention Program (CRP) are not entitled to any Free Gift(s), Rebate(s) and/or E-Voucher(s).
- 12.10 Only purchases of Campaign Products from Samsung Offline and Online Stores are entitled to redeem the E-voucher (limited to one (1) E-voucher redemption per Samsung account).
- 12.11 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.

- 12.12 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.
- 12.13 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 Campaign.
- 12.14 By participating in this Campaign, Customer agrees to release and hold Samsung and its employees, officers, directors, shareholders, agents, representatives, parent companies, affiliates, subsidiaries, licensees, advertising, Campaign, and fulfilment agencies, and legal advisors, harmless from any and all losses, damages, rights, claims and actions of any kind in connection with the Campaign 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.
- 12.15 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.
- 12.16 During the Campaign 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 Campaign. By participating in the Campaign, 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>.
- 12.17 In the event of inconsistencies between the Terms and Conditions found elsewhere with regard to this Campaign (if any) and the Terms and Conditions herein, the latter shall prevail.
- 12.18 The Terms and Conditions of the Campaign 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  
CAMPAIGN PRODUCTS**

<b>Model</b>	<b>Segment</b>	<b>RRP (RM)</b>	<b>Free Gift</b>
QA85QN900CKXXM	Neo QLED 8K	43,699	<p>A total of 4,500 units of voucher code.</p> <p>Each voucher code can be redeemed for 3-month Prime Video Subscription worth RM75.00.</p> <p>Voucher code is valid for activation until 31<sup>st</sup> January 2024.</p>
QA75QN900CKXXM	Neo QLED 8K	28,699	
QA85QN800CKXXM	Neo QLED 8K	32,699	
QA75QN800CKXXM	Neo QLED 8K	22,699	
QA65QN800CKXXM	Neo QLED 8K	17,699	
QA75QN700CKXXM	Neo QLED 8K	18,199	
QA65QN700CKXXM	Neo QLED 8K	15,199	
QA77S95CAKXXM	OLED	30,999	
QA65S95CAKXXM	OLED	15,999	
QA55S95CAKXXM	OLED	12,999	
QA77S90CAKXXM	OLED	27,999	
QA65S90CAKXXM	OLED	13,999	
QA55S90CAKXXM	OLED	10,999	
QA85QN85CAKXXM	Neo QLED 4K	18,599	
QA75QN85CAKXXM	Neo QLED 4K	13,599	
QA65QN85CAKXXM	Neo QLED 4K	9,599	
QA98Q80CAKXXM	QLED	33,999	
QA85Q80CAKXXM	QLED	15,199	
QA75Q80CAKXXM	QLED	11,199	
QA65Q80CAKXXM	QLED	7,199	
QA85Q70CAKXXM	QLED	14,199	
QA75Q70CAKXXM	QLED	10,199	
QA65Q70CAKXXM	QLED	6,199	

<b>Model</b>	<b>Segment</b>	<b>RRP (RM)</b>	<b>Free Gift</b>
QA85LS03BAKXXM	The Frame	18,199	
QA75LS03BAKXXM	The Frame	12,599	
QA65LS03BAKXXM	The Frame	8,299	
QA65LS01BAKXXM	The Serif	9,299	
QA43LS05BBKXXM	The Sero	5,999	
UA65CU8500KXXM	Crystal UHD	3,999	
UA55CU8500KXXM	Crystal UHD	3,299	
UA85CU8000KXXM	Crystal UHD	10,099	
UA75CU8000KXXM	Crystal UHD	6,599	
UA65CU8000KXXM	Crystal UHD	3,899	
UA55CU8000KXXM	Crystal UHD	3,199	
UA85CU7100KXXM	Crystal UHD	9,599	
UA75CU7100KXXM	Crystal UHD	6,099	
UA65CU7100KXXM	Crystal UHD	3,599	
UA55CU7100KXXM	Crystal UHD	2,999	
UA85CU7000KXXM	Crystal UHD	9,399	
UA75CU7000KXXM	Crystal UHD	5,899	
UA65CU7000KXXM	Crystal UHD	3,499	
UA55CU7000KXXM	Crystal UHD	2,899	