

Samsung Bespoke Refrigerator Contest

Terms and Conditions

1. **Samsung Bespoke Refrigerator Contest (“Contest”)** is organized by Samsung Malaysia Electronics (SME) Sdn. Bhd. (“**Samsung**”).

Duration

2. This Contest will run from 1 Aug 2023, 12.00 AM to 15 Oct 2023, 11.59 PM (“**Contest Period**”). Samsung reserves the right to shorten, extend or cancel the Contest Period at its sole discretion without any prior notice.

Eligibility

3. This Contest is open to Participants who:
 - a) are permanent residents of Malaysia;
 - b) are 18 years old and above (as of 1 August 2023) based on their NRIC/Passport; and
 - c) fully comply with the “How to Participate” conditions below.

By participating in this Contest, each participant (interchangeably referred to as “Participant”, “You” or “Your”) agrees to be bound by these Terms and Conditions.

4. Employees, dealers or agents of Samsung or any of its group companies or their families or households or anyone connected to this Contest are not eligible to participate in this Contest.

How to Participate

5. This Contest will be held via Instagram (or other platform as determined by Samsung) during the Contest Period.
 - (a) Participants will need to follow the steps below for Contest entry submission:

Steps	Description
Step 1	Purchase any new Bespoke refrigerator model listed in Appendix 1 (“ Promotional Products ”) from the Participating Outlets (set out below) during the Contest Period.
Step 2	Follow @samsungmalaysia, like & share the Contest posting on Instagram.
Step 3	Tag 3 friends, then use #BespokeREF to write the most creative comment on why you should win.

Note:

- (i) Participating Outlets are:
 - Samsung Authorized Retail Dealers;
 - Samsung Authorized Online Stores; and
 - Samsung Online Store.
- (ii) Participant’s account must be made visible to the public;
- (iii) Post on Instagram story is not counted/qualified.

- (b) Each Participant is only allowed to submit one (1) entry throughout the Contest Period. Strictly no multiply entries and Samsung reserves the right to immediately disqualify any Participant suspected of fraud, hacking or tampering with the submission for instance creating shell social media accounts to submit multiple entries in the Contest.
- (c) The entry submission for this Contest will end on 15 Oct 2023, 11.59 PM. Any entry submission received after this deadline or submitted through any means other than specified herein will not qualify or be entertained as a valid entry. Any complaints on incomplete/missing and/or delayed submission will not be entertained.
- (d) Samsung retains the rights to film/photograph/document the entire delivery process to the winners and utilize the footage in any way as to be determined by Samsung including publishing on social platforms. By participating in this Contest, the Participants agree and consent to the publication of their names and social media platform identifiers (in the format of username, profile picture and/or submitted photo/video/comments) on the relevant social media platforms for publicity purposes.

Judging Criteria

- 6. All entry submission must meet the “Eligibility” requirements and fulfill the conditions stated in the “How to Participate” above failing which, the entry submission will be deemed as null and void.
- 7. Entry submission will be judged by Samsung based on the Participant’s creativity and the level of engagement (including total number of like/share/tag) of the Participants’ postings on Instagram.
- 8. The shortlisted Participants will receive a notification from Samsung official account/channel (“**Notification**”) and will be required to provide the followings details/documents for verification within 7 days from the Notification, failing which, the Participant’s entry submission will be automatically disqualified and/or deemed as null and void:
 - (a) full name (as per NRIC/Passport), NRIC/Passport number, mobile number, email address and mailing address;
 - (b) Instagram account username;
 - (c) proof of purchase (including sales invoice) made during the Contest Period;
 - (d) any other details/documents as may be required by Samsung.
- 9. It is the responsibility of the shortlisted Participants to ensure that the details provided including email address are correct, valid and reachable.
- 10. A total of 51 winners will be announced/notified by Samsung by 30 November 2023. Any winner who is uncontactable by 30 November 2023 will be automatically disqualified from the Contest and shall not be entitled to any payment or compensation from Samsung.
- 11. Samsung’s decision in this Contest including the judging criteria, the shortlisted Participants and the final winners shall be final. No correspondence, appeals or further claims will be entertained.

Contest Prizes

- 12. Details of the Contest prizes are as follows: -

Type of Prizes	Product Item	Value	Item Qty
Grand Prize -Car	BMW 320i M Sport (including insurance and 5 year warranty)	RM 283,800.00	1 unit

		(based on the published price at BMW website)	
Special Prizes- Bespoke Jet™ Complete	VS20A95843W/ME	RM 3,699.00	20 units
Consolation Prizes - Bespoke 30L Grill Microwave Oven	MG30T5018CV/SM	RM 799.00	30 units

* The colour of the Contest prizes is random and subject to availability.

13. 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.
14. Winners will have to provide Samsung with details for verification and delivery purposes. Winning email/message that are not replied to within seven (7) days (“**Claim Period**”), will be considered as prize unclaimed.
15. 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. In this situation, Samsung reserves the right to select another winner.
16. 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.

Delivery of Prize(s) and Prize Redemption

17. The grand prize winner will have to be physically present during the grand prize giveaway ceremony on a date and at a venue as notified by Samsung. For the special and consolation prizes, the prizes will be couriered to the respective winners.
18. Samsung reserves the right to appoint a third party (3rd) party vendor or service provider to handle the fulfilment, notification, making available of the prize(s) and/or 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.
19. Samsung shall not be responsible or liable for any delays or non-delivery of the prizes.
20. Samsung shall not be responsible for any inaccurate details provided by the Participant to claim their prizes, if any.

Terms of Participation

21. 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.
22. 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.

23. 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):
- a) In connection with this Contest and/or Samsung products;
 - b) For the promotion and publicity of this Contest 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.
24. 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.
25. Samsung reserves the right to disqualify any Participant suspected of fraud, hacking, tampering with the Contest submission process or if Samsung believes that the entry submission and/or results has been manipulated in any way including by machines or computers or breach of any terms and conditions of the Contest.
26. 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.
27. 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.

Liability and Responsibility

28. Each Participant agrees to indemnify and hold Samsung and its employees, officers, directors, shareholders, agents, representatives, parent companies, affiliates, subsidiaries, licensees, advertising, promotion, and fulfillment 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.

Rights of Samsung

29. Samsung reserves the right to reject any entry submission/post/ winner at its sole and absolute discretion without having to assign any reasons whatsoever.
30. Samsung reserves the right to change or replace the prize(s) with item(s) of equal value.
31. Samsung reserves the right to amend these Terms and Conditions without prior notice.
32. 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.

33. 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:
- 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 contestant; or
 - f) Use of the prize(s).
34. 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.
35. 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.

Privacy Policy

36. 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.
37. 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).
38. 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.

APPENDIX 1

Promotional Products	SKU
Bespoke Top Mount Freezer Refrigerator with Optimal Fresh+ in Clean Vanilla + Clean Peach, 476L	RT47CB66448JME
Bespoke Top Mount Freezer Refrigerator with Optimal Fresh+ in Clean White + Clean Navy, 476L	RT47CB66448AME
Bespoke Top Mount Freezer Refrigerator with Optimal Fresh+ in Clean White + Clean Pink, 476L	RT47CB66448CME
Bespoke Top Mount Freezer Refrigerator with Optimal Fresh+ in Clean Black, 476L	RT47CB664422ME
Bespoke Top Mount Freezer Refrigerator with Optimal Fresh+ in Clean White + Clean Peach, 427L	RT42CB66443PME
Bespoke Top Mount Freezer Refrigerator with Optimal Fresh+ in Clean White, 427L	RT42CB664412ME
Bespoke Top Mount Freezer Refrigerator with Optimal Fresh+ in Cotta White + Cotta Charcoal, 427L	RT42CB6644C3ME
Bespoke Top Mount Freezer Refrigerator with Optimal Fresh+ in Clean White + Clean Vanilla, 427L	RT42CB66443VME
Bespoke Top Mount Freezer Refrigerator with Optimal Fresh+ in Clean White + Clean Navy, 404L	RT38CB66448AME
Bespoke Top Mount Freezer Refrigerator with Digital Inverter Technology in Clean White + Clean Navy, 401L	RT38K501J8A/ME
Bespoke Top Mount Freezer with Digital Inverter Technology, 401L	RT38K501J8C/ME
Bespoke 1-Door Refrigerator with Flex Freezer in Glam Pink, 330 L	RZ32T744532/ME
Bespoke 1-Door Refrigerator with Flex Freezer in Glam White, 330 L	RZ32T744535/ME
Bespoke Bottom Mount Freezer Refrigerator with All Around Cooling in Glam White + Glam Pink, 350 L	RB33T307055/ME
Bespoke Bottom Mount Freezer Refrigerator with All Around Cooling in Glam White + Navy Blue, 350 L	RB33T307029/ME
Side by Side Refrigerator with Food Showcase and SpaceMax™ Technology, 676L	RH62A50E16C/ME
Bespoke 4-Door French Door Refrigerator with All Around Cooling in Clean White & Clean Peach Glass, 667L	RF59CB0T03P/ME
Bespoke 4-Door French Door Refrigerator with All Around Cooling in Clean White & Clean Navy Glass, 667L	RF59CB0T08A/ME