# Samsung Exclusive Promotion - May 2023 Campaign

# **Terms and Conditions**

#### 1. Introduction

- 1.1 The Samsung Exclusive Promotion May 2023 Campaign ("**Promotion**") is organized by Samsung Malaysia Electronics (SME) Sdn Bhd ("**Samsung**").
- 1.2 The sales transaction in the Promotion is between the Participating Store (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

2.1 The Promotion will run during the promotion period set out below or while promotional stocks last, whichever is earlier ("**Promotion Period**").

Promotion Title		Promotion Period
a) A	Accessories 50% OFF Clearance Promotion	28 <sup>th</sup> April 2023 – 15 <sup>th</sup> May 2023 22 <sup>nd</sup> May 2023 – 31 <sup>st</sup> May 2023
b) 5	x Samsung Rewards Points Program	1st May 2023 – 31st May 2023
c) S	Save More on Payday Campaign	17 <sup>th</sup> May 2023 – 31 <sup>st</sup> May 2023

2.2 Samsung reserves the right to shorten, extend or cancel the Promotion Period at its sole discretion without prior notice.

#### 3. Eligibility

3.1 The Promotion is open to all Malaysian Citizens and residents of Malaysia of 18 years old and above (as of the commencement date of the relevant Promotion Period) with Malaysia Identity Card; except Samsung's employees (and their immediate families), its related agencies, retailers and dealers.

# 4. Participating Stores ("Dealer")

4.1 Samsung Online Store (https://www.samsung.com/my).

#### 5. Promotion Mechanism

By participating in the Promotion, Customer will be eligible to the following promotion(s):

# 5.1 Accessories 50% OFF Clearance Promotion

5.1.1 The promotion is only applicable to selected Samsung products ("**Promotional Products**") in Appendix 1, at Samsung Online Store.

5.1.2 How to enjoy the Accessories 50% OFF Clearance Promotion

Step 1	Visit the Samsung Online Store (www.samsung.com.my)	
Step 2	Add "Promotional Products" stated in Appendix 1 at Samsung Online Store to the cart.	
Step 3	Discounts will automatically be reflected in the cart.	
Step 4	Checkout and make payment accordingly.	

#### 5.2 Samsung 5x Samsung Rewards Points Program

5.2.1 Customer who purchased any products during the Promotion Period will be entitled to earn 5x Samsung Rewards Points based on the value of the eligible purchase amount in Samsung Online Store (<a href="www.samsung.com.my">www.samsung.com.my</a>).

#### 5.2.2 Refer to the example below:

	Usual Points System ( Non promotional period )	5% Promo Points System (1 <sup>st</sup> – 31 <sup>st</sup> May 2023)
Points	1% points	5% points
earned	based on the eligible product amount	based on the eligible product amount

#### 5.2.3 How to enjoy 5x Samsung Rewards Points Promotion:

	<u></u>
Step 1	Visit the Samsung Online Store (www.samsung.com.my)
Step 2	Ensure you have logged-in to your Samsung Accounts.
	Note: If you purchased an item as a guest, you will not earn Samsung Rewards
	points.
Step 3	Add any product(s) to cart.
Step 4	Checkout and make payment accordingly.
Step 5	Samsung Rewards Points will be awarded approximately fourteen (14) days after
	your order status changes to "delivery completed".

#### 5.3 Save More on Payday Campaign

5.3.1 Customer who purchased any products (other than the excluded products in Appendix 2) with minimum spend of RM5,000 at Samsung Online Store is eligible to get RM700 instant rebate.

# 5.3.2 How to enjoy the Save More on Payday Campaign

Step 1	Visit the Samsung Online Store (www.samsung.com.my)
Step 2	Add any product (except for the excluded products stated in Appendix 2) to the cart at
	Samsung Online Store.
Step 3	RM700 rebate will automatically be reflected in the cart subject to minimum spend of
_	RM5,000.
Step 4	Checkout and make payment accordingly.

5.4 Samsung reserves the right to suspend, terminate, cancel or amend the Promotion(s), the Promotional Products and the excluded products at any time without any prior notice.

#### 6. Payment

- 6.1 Customer acknowledges, understands and agrees that all transactions are between Customer and Dealer 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.
- 6.2 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.
- 6.3 Customer shall pay the full amount for the order directly to Dealer only.

#### 7. Delivery

- 7.1 The fulfilment and delivery of the product is handled by Samsung SDS Malaysia Sdn Bhd ("SDS").
- 7.2 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.
- 7.3 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".
- 7.4 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.
- 7.5 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.

#### 8. Customer's Covenants

- 8.1 In connection to this Promotion. Customer will not use this site:
  - 8.1.1 To submit fraudulent order, false, inaccurate, misleading, defamatory, or libelous information;
  - 8.1.2 To distribute viruses or any other technologies that may harm Samsung, or the interests or property of other users;
  - 8.1.3 To export the unit purchased except in compliance with the export control laws of relevant jurisdictions and in accordance with posted rules and restrictions.
- 8.2 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.

#### 9. Limitation of Liability

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 Customer shall assume full responsibility in case of any accident, damage or claim resulting from participating in this Promotion.
- 9.5 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.
- 9.6 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.

#### 10. General

- 10.1 In the event Customer has queries with regard to this Promotion; please call Samsung Consumer Service at 1-800-88-9999.
- 10.2 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.
- 10.3 This Promotion is not valid in conjunction with other promotions, vouchers or discounts.
- 10.4 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.
- 10.5 The indicated price is Recommended Retail Price (RRP). Both RRP and Promo RRP (if any) are subject to change without prior notice.
- 10.6 Free Gift(s), Rebate(s) and E-Voucher(s) if any, are on first come first served basis and while stocks last.
- 10.7 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.
- 10.8 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.
- 10.9 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).
- 10.10 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.
- 10.11 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.
- 10.12 Samsung reserves the rights to change the Free Gift(s) or color if any, with products of similar value without any prior notice.
- 10.13 Samsung and/or Dealer 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 Dealer for any losses or damages directly or indirectly that may be suffered or incurred by the Customer as a result of the cancellation.
- 10.14 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.
- 10.15 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.
- 10.16 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 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.
- 10.17 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.
- 10.18 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.
- 10.19 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.
- 10.20 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.
- 10.21 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.
- 10.22 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 Promotional Products (Accessories)

SKU	RRP (RM)	Promotion Price (RM)
EF-OF721CTEGWW	129	64.50
EF-GF721TBEGWW	169	84.50
EF-OF93PCBEGWW	369	184.50
EF-VF936LBEGWW	339	169.50
EP-L4020NBEGWW	129	64.50
EF-BT730PBEGWW	339	169.50
EJ-P5450SBEGWW	499	249.50
EF-PG990TPEGWW	109	54.50
EF-PG990TWEGWW	109	54.50
EF-XG990CBEGWW	119	59.50
EF-XG990CMEGWW	119	59.50
EF-XG990CVEGWW	119	59.50
EF-XG990CWEGWW	119	59.50
EF-GG990TWEGWW	169	84.50
EF-ZG990CWEGWW	189	94.50
EF-QX200TNEGWW	99	49.50
EF-RX200CBEGWW	209	104.50
EF-ZX700PBEGWW	329	164.50
EF-ZX700PWEGWW	329	164.50
EF-ZX800PWEGWW	369	184.50
EF-GX700CBEGWW	329	164.50
EF-GX700CWEGWW	329	164.50
EF-VS908LJEGWW	209	104.50
EF-GS908TWEGWW	169	84.50
EF-ZS908CWEGWW	189	94.50
EF-JS906CTEGWW	109	54.50
EF-MS906CNEGWW	109	54.50
EF-MS906CTEGWW	109	54.50
EF-MS906CWEGWW	109	54.50
EF-RS906CWEGWW	149	74.50
EF-PS906TBEGWW	109	54.50
EF-GS906TWEGWW	169	84.50
EF-ZS906CBEGWW	189	94.50
EF-ZS906CWEGWW	189	94.50
EF-NS906PBEGWW	269	134.50
EF-MS901CNEGWW	109	54.50
EF-MS901CTEGWW	109	54.50
EF-MS901CWEGWW	109	54.50

EF-VS901LBEGWW	209	104.50
EF-VS901LGEGWW	209	104.50
EF-VS901LJEGWW	209	104.50
EF-RS901CNEGWW	149	74.50
EF-RS901CVEGWW	149	74.50
EF-PS901TBEGWW	109	54.50
EF-PS901TGEGWW	109	54.50
EF-PS901TPEGWW	109	54.50
EF-PS901TYEGWW	109	54.50
EF-GS901TWEGWW	169	84.50
EF-ZS901CBEGWW	189	94.50
EF-ZS901CWEGWW	189	94.50
EF-NS901PBEGWW	269	134.50
EF-NS901PJEGWW	269	134.50
EJ-PS908BGEGWW	209	104.50
EJ-PS908BWEGWW	209	104.50
EF-VF721LBEGWW	379	189.50
EF-VF721LPEGWW	379	189.50
EF-VF721LLEGWW	379	189.50
EF-PF721TNEGWW	169	84.50
EF-PF721TGEGWW	169	84.50
EF-GF721TWEGWW	169	84.50
EF-VF936LJEGWW	339	169.50
EF-MF936CUEGWW	209	104.50
EF-UF93PCTEGWW	59	29.50
EF-QF936CTEGWW	189	94.50

# Appendix 2 Excluded Products

Category	Excluded Products - Not eligible for promotion
TV	QA75QN700CKXXM
TV	QA65QN700CKXXM
TV	QA85Q80CAKXXM
TV	QA75Q80CAKXXM
TV	QA65Q80CAKXXM
TV	QA55Q80CAKXXM
TV	QA85Q60CAKXXM
TV	QA75Q60CAKXXM
TV	QA65Q60CAKXXM
TV	QA55Q60CAKXXM
TV	QA85QN900CKXXM
TV	QA75QN900CKXXM
TV	QA65QN900CKXXM
TV	QA85QN800CKXXM
TV	QA85QN95CAKXXM
TV	QA75QN95CAKXXM
TV	QA65QN95CAKXXM
TV	QA55QN95CAKXXM
TV	QA75QN800CKXXM
TV	QA65QN800CKXXM
TV	QA85QN85CAKXXM
TV	QA75QN85CAKXXM
TV	QA65QN85CAKXXM
TV	QA55QN85CAKXXM
TV	QA85Q70CAKXXM
TV	QA75Q70CAKXXM
TV	QA65Q70CAKXXM
TV	QA55Q70CAKXXM
Refrigerator	RT47CB66448CME
Refrigerator	RT47CB66448JME
Refrigerator	RT42CB66443PME
Refrigerator	RT42CB664412ME
Refrigerator	RT42CB66443VME
Refrigerator	RT42CB6644C3ME
Refrigerator	RT38CB66448AME
Monitor	LS43CG700NEXXS
Monitor	LS43CG700NEXXS
Monitor	LS43CG700NEXXS
Galaxy S23 Ultra	SM-S918BZAWXME

Galaxy S23 Ultra	SM-S918BZRWXME
Galaxy S23 Ultra	SM-S918BLGWXME
Galaxy S23 Ultra	SM-S918BLBWXME
Galaxy S23 Ultra	SM-S918BZKCXME
Galaxy S23 Ultra	SM-S918BZGCXME
Galaxy S23 Ultra	SM-S918BZECXME
Galaxy S23 Ultra	SM-S918BLICXME
Galaxy S23 Ultra	SM-S918BZACXME
Galaxy S23 Ultra	SM-S918BZRCXME
Galaxy S23 Ultra	SM-S918BLGCXME
Galaxy S23 Ultra	SM-S918BLBCXME
Galaxy S23 Ultra	SM-S918BZKQXME
Galaxy S23 Ultra	SM-S918BZGQXME
Galaxy S23 Ultra	SM-S918BZEQXME
Galaxy S23 Ultra	SM-S918BLIQXME
Galaxy S23 Ultra	SM-S918BZAQXME
Galaxy S23 Ultra	SM-S918BZRQXME
Galaxy S23 Ultra	SM-S918BLGQXME
Galaxy S23 Ultra	SM-S918BLBQXME
Galaxy S23	SM-S911BZKBXME
Galaxy S23	SM-S911BZGBXME
Galaxy S23	SM-S911BZEBXME
Galaxy S23	SM-S911BLIBXME
Galaxy S23	SM-S911BZABXME
Galaxy S23	SM-S911BLGBXME
Galaxy S23	SM-S911BZKCXME
Galaxy S23	SM-S911BZGCXME
Galaxy S23	SM-S911BZECXME
Galaxy S23	SM-S911BLICXME
Galaxy S23	SM-S911BZACXME
Galaxy S23	SM-S911BLGCXME
Galaxy S23+	SM-S916BZKBXME
Galaxy S23+	SM-S916BZGBXME
Galaxy S23+	SM-S916BZEBXME
Galaxy S23+	SM-S916BLIBXME
Galaxy S23+	SM-S916BZABXME
Galaxy S23+	SM-S916BLGBXME
Galaxy S23+	SM-S916BZKCXME
Galaxy S23+	SM-S916BZGCXME
Galaxy S23+	SM-S916BZECXME
Galaxy S23+	SM-S916BLICXME

Galaxy S23+	SM-S916BZACXME
Galaxy S23+	SM-S916BLGCXME
Galaxy A14	SM-A145FZKWXME
Galaxy A14	SM-A145FZSWXME
Galaxy A14	SM-A145FDRWXME
Galaxy A14 5G	SM-A146PDRHXME
Galaxy A14 5G	SM-A146PZKHXME
Galaxy A14 5G	SM-A146PZSHXME
Galaxy A34	SM-A346ELGEXME
Galaxy A34	SM-A346ELVEXME
Galaxy A34	SM-A346EZKEXME
Galaxy A34	SM-A346EZSEXME
Galaxy A54	SM-A546EZKDXME
Galaxy A54	SM-A546ELGDXME
Galaxy A54	SM-A546ELVDXME
Galaxy A54	SM-A546EZWDXME