

**Samsung Galaxy New Launch Hand Raiser
Stand a chance to win Mystery Gift Giveaways**

Terms and Conditions

1. Introduction

- 1.1 The Samsung Galaxy New Launch Hand Raiser Mystery Gift Giveaways (“Campaign”) is organized by Samsung Malaysia Electronics (SME) Sdn Bhd (“Samsung”).
- 1.2 The sales transaction in the Promotion is between the Participating Stores (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. Campaign Period

- 2.1 The Campaign will run from 3 January 2024 to 17 January 2024 or while promotional stocks last, whichever is earlier (“**Campaign Period**”). Samsung reserves the right to shorten, extend or cancel the Campaign Period at its sole discretion without prior notice.

3. Eligibility

- 3.1 The Campaign is open to Eligible Customers who are Malaysian Citizens and residents of Malaysia of 18 years old and above (as of 3 January 2024) with a Malaysian Identity Card; except Samsung's employees (and their immediate families), its related agencies, retailers and dealers.
- 3.2 Eligible Customers as defined herein under in relation to the Campaign or Promotion.

4. Campaign Mechanism

- 4.1 Customers who register their interest for the Next Galaxy Devices and answer five (5) survey questions within Campaign Period will be eligible to participate and stand a chance to win the mystery gift giveaways (“Eligible Customers”).

4.2 Steps to participate in the Campaign:

Step 1	Customers register their interest for Next Galaxy Devices by clicking on the link to answer five (5) survey questions.
Step 2	Customer who complete five(5) survey questions is entitled to participate in the Campaign and stand a chance to win a daily mystery gift.

- 4.3 Multiple registration with different email addresses is allowed. Customers who had registered their interest during the Campaign Period are welcomed to participate by using different email addresses. Each Customer may submit multiple entries to stand a chance to win the mystery gift.

4.4 Each registration with different email addresses will be considered as a new entry in the Campaign. Any duplication of email addresses will only be considered as one (1) entry.

4.5 Winner announcement & Mystery Gift Redemption

Step 1	One (1) Eligible Customers will be selected as winner every day during the Campaign Period.
Step 2	Selected Winner will receive an email from Samsung with a link to fill up additional information such as email, name and delivery address for mystery gift redemption and verification within 3 days in order to receive the mystery gift. <i>Note: Any reply after 3 days from date of receiving the email will be disqualified.</i>
Step 3	The mystery gift will be delivered to winners within 45 working days after the end of the Campaign.

4.6 Customers are responsible in ensuring all the details submitted are accurate and within the stipulated timeline. All the information stated cannot be changed once submitted.

4.7 Samsung reserves the right to reject any Customer redemption without any prior notice in the event of the following:

- Information filled up is inaccurate
- Receipt address is Samsung Partners outlet address
- Delivery address is incomplete or wrong or there is a non-acceptance of the parcel
- In the event that Samsung believes the redemption is a fraudulent or being manipulated in any whatsoever manner

4.8 Samsung shall not be liable for any failure on the part of the Customer who fails to submit the complete information required within the stipulated timeline and/or any delay or non-delivery, lost or delivery cannot be performed due to wrong or inadequate details provided.

4.9 Each winner will win only one (1) mystery gift.

4.10 The items of mystery gift will be at the discretion of Samsung.

4.11 The items of mystery gift cannot be substituted for cash or transferrable

4.12 The winner whose prize has been forfeited or unclaimed is not entitled to any payment or compensation from Samsung notwithstanding non receipt of notification.

4.13 Samsung reserves the right to use the names and/or pictures of the participant for the purpose of advertising, trade and/or publicity without any prior notice to the participants. Participant shall not be entitled to claim any ownership or other forms of compensation on the materials from Samsung.

4.14 Campaign is limited to the quantity as mentioned in the table above for Eligible Customers and are on a first-come, first-served basis and while stocks last.

4.15 Winner is not allowed to choose any colour of the Free Gift(s) or Prize(s). Any request to change colour of the Free Gift(s) or Prize(s) will not be entertained.

4.16 Picture(s) of the Prize(s) shown in any advertisement, promotional, publicity and other materials relating to or in connection with this Campaign is/ are solely for illustration purposes only and may not depict actual colour, model or specification of the Prize(s) and does not include any optional

accessories. Samsung is entitled to change the specification and colour of the Prize(s) without prior notice.

- 4.17 Samsung reserves the right to change or substitute the Prizes to other prizes of a comparable or other value if deemed fit at its sole discretion without prior notice. Prizes are not exchangeable for cash, non-transferable or refundable.
- 4.18 Samsung reserves the right to amend the Promotional Products, Free Gifts, Prizes, price, colour and quantity at its sole discretion without any prior notice.
- 4.19 Samsung reserves the right to suspend or terminate or cancel the campaign or change the campaign details anytime without any prior notice.

5. Customer's Covenants

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

- 5.1 To submit fraudulent order, false, inaccurate, misleading, defamatory, or libelous information;
- 5.2 To distribute viruses or any other technologies that may harm Samsung, or the interests or property of other users;
- 5.3 To export the unit purchased except in compliance with the export control laws of relevant jurisdictions and in accordance with posted rules and restrictions;
- 5.4 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.

6. Limitation of Liability

- 6.1 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.
- 6.2 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.
- 6.3 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.
- 6.4 Customer shall assume full responsibility in case of any accident, damage or claim resulting from participating in this Promotion.
- 6.5 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.
- 6.6 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.

7. General

- 7.1 In the event Customer has queries with regard to this Promotion; please call Samsung Consumer Service at 1-800-88-9999.
- 7.2 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.
- 7.3 This Promotion is not valid in conjunction with other promotions, vouchers or discounts.
- 7.4 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.
- 7.5 The indicated price is Recommended Retail Price (RRP). Both RRP and Promo RRP (if any) are subject to change without prior notice.
- 7.6 Free Gift(s), Rebate(s) and E-Voucher(s) if any, are on first come first served basis and while stocks last.
- 7.7 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.
- 7.8 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.
- 7.9 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).
- 7.10 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.
- 7.11 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.
- 7.12 Samsung reserves the rights to change the Free Gift(s) if any, with products of similar value without any prior notice.
- 7.13 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.
- 7.14 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.
- 7.15 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.
- 7.16 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.

- 7.17 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.
- 7.18 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.
- 7.19 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.
- 7.20 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>.
- 7.21 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.
- 7.22 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.