Date: 17 June 2024

Dear valued Samsung Business Partner,

Re: Samsung Galaxy S24 Series Free Watch & Rebate Campaign ("Promotion")

We, Samsung Malaysia Electronics (SME) Sdn. Bhd ("Samsung") are pleased to invite you (hereinafter referred to as "you" or "Dealers") to be part of the Samsung Galaxy S24 Series Free Watch & Rebate Campaign ("**Promotion**"). The details of the Campaign are as follows:

1. Introduction

- 1.1 The Samsung Galaxy S24 Series Free Watch & Rebate Campaign ("**Promotion**") 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 terms and conditions 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 a first come first served basis, and while stocks last.

2. Promotion Period

- 2.1 The Promotion will run from 19 June 2024 15 July 2024 or while promotional stocks last, whichever is earlier ("**Promotion Period**"):
- 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 and above (as of 19 June 2024) with Malaysia Identity Card; except Samsung employees (and their immediate families), its related agencies, retailers and dealers.
- 3.2 Eligible Customers are as defined hereinunder in relation to the Campaign and/or Promotion.

4. Participating Store

Participating Stores
Samsung Online Store and Samsung Shop App (https://www.samsung.com/my)
All Samsung Experience Stores (SES)
Samsung Authorized Retailers
All Senheng, Grand Senheng & senQ stores Online stores: <u>https://www.senheng.com.my/ and https://www.senq.com.my/</u> Senheng & Grand Senheng offline stores: <u>https://www.senheng.com.my/store-locator</u> SenQ offline stores: https://www.senq.com.my/store-locator
All Urban Republic Stores
Selected AEON stores (i.e. AEON Taman Maluri, AEON Ampang Utara2 (AU2), AEON Mid Valley, AEON IOI Mall)
All Best Denki stores
All Courts Malaysia stores

i.	All	Harvey	Norman	stores;	(more	particularly	set	out	as	link	below)
	http	https://www.harveynorman.com.my/customer-services/store-finder.html									
j.	Sam	Samsung Authorized Online Flagship Store (Shopee & Lazada)									

(Collectively known as the "Participating Stores")

5. Promotion Mechanism

By Participating in the Promotion, Customer who purchased Samsung Galaxy S24 Series ("**Participating Models**") during the relevant Promotion Period will be eligible to enjoy RM300 rebate and get a free Watch6 (44mm), details are as follows:

Participating Models	RRP (RM)	Rebate (RM)	Promo Price after Rebate (RM)	Free Gift	Units
Galaxy S24 Ultra 1TB	7,799		7,499		
Galaxy S24 Ultra 512GB	6,799		6,499		
Galaxy S24 Ultra 256GB	6,299	300	5,999	Galaxy Watch6 (44mm) worth	6,500
Galaxy S24+ 512GB	5,399		5,099	RM1,199	
Galaxy S24+ 256GB	4,899		4,599		
Galaxy S24 512GB	4,599		4,299		
Galaxy S24 256GB	4,099		3,799		

5.1 This Promotion is limited to the units stated above, on a first come, first serve basis.

- 5.2 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 promotion prior to purchase.
- 5.3 Samsung reserves the right to suspend, terminate, cancel the Promotion, or change the Promotional Products anytime without any prior notice.
- 5.4 Samsung reserves the right to amend the Promotional Products as its sole discretion without prior notice.

6. Back-End Claim Submission Process

6.1 The Dealer is entitled to claim the reimbursement amount (as stated in the table below) via Non S Connect:

Targeted Model	Variants	Reimbursement Amount
Galaxy S24 Ultra 1TB	8GB/256GB	300
Galaxy S24 Ultra 512GB	8GB/256GB	300
Galaxy S24 Ultra 256GB	8GB/256GB	300
Galaxy S24+ 512GB	8GB/128GB	300
Galaxy S24+ 256GB	8GB/128GB	300
Galaxy S24 512GB	8GB/128GB	300
Galaxy S24 256GB	12GB/256GB	300

6.2 Final claim result subject to management decision based on GSCM, MCS and FOTA validation.6.3 Evidence:

- MCS & FOTA: within Campaign period
- Tax Invoice (Customer): with device IMEI + value

- Dealsheet: signed softcopy and hardcopy original with company stamp
- Tax Invoice (Dealer): based on campaign validation summary
- 6.4 The claim will be granted to the dealer by first come first served basis.
- 6.5 The claim submission and verification process for Samsung Experience Store (SES) & Selected Samsung Authorized Retailers (SPS) will be via Non S- Connect, whereby the Person In Charge will have to upload evidences as stated below on the sell-out date for every successful transaction.
- Proof of Purchase (with discount value stated)

7. Terms and Conditions

- 7.1 Samsung reserves the absolute right to reject any claim by Dealer in case of unsubstantiated claim, and/or claim without sufficient supporting documentation being submitted to Samsung.
- 7.2 Any activation and registration before the stipulated Campaign Redemption Period will not be taken into account. FOTA activation must not be later than 7 Days after Campaign Redemption Period ended.
- 7.3 All documents must be sent to Samsung for claims not more than two (2) weeks after the end of Campaign Redemption Period.
- 7.4 Samsung will verify FOTA an e-warranty registration on MCS. FOTA activation and e-warranty registration on MCS must not be later than 7 days after Campaign Redemption Period ended.
- 7.5 Samsung has the right to disqualify any claim if the required information and documents are not provided within specified stipulated period.
- 7.6 This Campaign is only applicable for Customer and NOT applicable to:
 - a. Dealers and their immediate family members; and
 - b. Resellers and their immediate family members
- 7.7 The Dealer and Customers hereby acknowledges that Samsung is not a part of any monetary/sale and purchase transaction. All transactions are between Customers and Dealers only. Samsung will provide point-of-sale materials and advertisements deemed necessary by Samsung for this Campaign.
- 7.8 The Dealer shall at all times provide accurate Campaign and Product information to Customers.
- 7.9 The Dealer hereby agrees that Samsung is just a platform of communication between Dealer and Customer and Samsung shall not be liable for any disputes.
- 7.10 Any dispute arising directly from this Campaign will not be entertained by Samsung. The Dealer shall ensure that it has taken all necessary measures to ensure such dispute is amicably settled and does not escalate to Samsung.
- 7.11 The Dealer shall fully indemnify, and hold Samsung harmless from all liability and costs (including court costs and attorneys' fees) resulting from claims, demands, or actions brought against Samsung by anyone caused directly or indirectly by Dealer's breach of the Terms & Conditions herein.
- 7.12 The Dealer shall (and shall ensure its employees) comply with and duly observe all obligations under the Personal Data Protection Act 2010 ("the PDPA") and all applicable laws and regulations which arise in connection with this Campaign, and shall collect, use, process and disclose personal data only to the extent allowed by the PDPA and in such manner as is necessary to fulfil its obligations herein only for the purpose of this Campaign in accordance to Samsung Privacy Policy at http://www.samsung.com/my/info/privacy.html or as required by the law or any regulatory body.
- 7.13 Samsung reserves the right to void the claims from any party in the event that Samsung has reasonable grounds for believing that its staffs of the Dealer or the Dealer has violated any of these Terms and Conditions stated herein or has violated applicable laws including consumer protection, unlawful trade practices and fair trading.

- 7.14 Samsung reserves the right to void the claims of the Dealer in the event Samsung has any suspicion or has reasonable grounds for believing that the staffs of the Dealer or the Dealer is involved directly or indirectly of with bribery or corrupt practices.
- 7.15 By participating in this Campaign, the Dealer is deemed to have unconditionally agreed to and accepted the Terms & Conditions stated herein.
- 7.16 In the event of an electronic, computer, operational and/or technical error affecting the details or pricing or quantity of the product or any promotion on the website, Samsung 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 In case of any dispute howsoever caused in connection to or arising out of this Campaign, Samsung reserves the right to make the final decision.
- 7.18 The Terms and Conditions of the Campaign is governed by the laws of Malaysia and any disputes arising out of or in connection thereof shall be referred to the exclusive jurisdiction of the courts of Malaysia. Thank you.

Yours faithfully, Samsung Malaysia Electronics (SME) Sdn Bhd [This document is computer generated and no signature required]