

Samsung Try Now Buy Later Campaign

Terms and Conditions

- 1. The Samsung Try Now Buy Later Campaign (“**Campaign**”) is organized by Samsung Malaysia Electronics (SME) Sdn. Bhd (“**Organiser**”).

Duration

- 2. This Campaign will run from on period basis between 15 December 2023 to 30 June 2024 (“**Campaign Period**”). Samsung shall reserve the right to shorten, extend or cancel the Campaign Period at its sole discretion without any prior notice.

Eligibility

- 3. Subject to paragraph 4 below, this Campaign is open to Participants who:
 - a) are permanent residents of Malaysia;
 - b) are 18 years old and above (as of 15 December 2023) based on their NRIC/Passport; and
 - c) fully comply with the “How to Participate” conditions below.

By participating in this Campaign, each participant (interchangeably referred to as “**Participant**”, “**Participants**”, “**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 Campaign are not eligible to participate in this Campaign.

How to Participate

- 5. This Campaign will be held via Samsung’s website at Samsung.com.my (or other platform as determined by Samsung) on periodic basis during the Campaign Period.
 - a) Participants will need to follow the steps below for Campaign entry submission:

Steps	Description
Step 1	Register for entry submission by filling in and completing the form at Samsung.com.my and submit the required documents.
Step 2	Provide a creative tagline for Returnable Devices and tell us why you would like to try Returnable Devices.
Step 3	Ensure that the input/information provided is correct and authentic. Click “submit”.

- b) Each Participant is only allowed to submit one (1) entry throughout the Campaign Period. Strictly no multiple 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 Campaign.

- c) The entry submission for this Campaign will end on 30 June 2024, 11.59 PM (or other date as determined by Samsung). 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, installation, interview on trial feedback, and utilize the footage in any way as to be determined by Samsung including publishing on social platforms. By participating in this Campaign, 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 and Participants must meet the “Eligibility” requirements and fulfil the conditions stated in the “How to Participate” above failing which, the entry submission will be deemed as null and void.
- 7. A total of twenty (20) Participants will be selected and announced as winners by Samsung (“**Winners**” or “**Winner**”) on first come first served basis. By providing your personal information including name, contact numbers, email address and other information to Samsung, Samsung can use and/or disclose to its appointed fulfilment partner, if any, for the purposes of fulfilment.
- 8. Samsung’s decision in this Campaign including the judging criteria and the Winners shall be final. No correspondence, appeals or further claims will be entertained.

Campaign Prize

- 9. Details of the Campaign Prize are as follows:-

Campaign Prize	Quantity
<p>14 calendar day free trial (“Free Trial Period”) of Samsung 98 inch TV and Samsung Sound Bar (collectively, the “Returnable Devices”) subject to the following:</p> <p>(a) Subject to recommendation of Samsung or the service provider engaged by Samsung, the Samsung 98 inch TV may require further installation of wall mount or cabinet (to be provided by Samsung). In this case, the Returnable Devices shall also include such wall mount or cabinet where applicable.</p> <p>(b) Free trial is subject to payment of RM300 non-refundable installation fees to Samsung (“Installation Fee”);</p> <p>(c) The Free Trial Period shall commence from the date the Returnable Devices are delivered to the Winner for free trial.</p>	<p style="text-align: center;">x20</p>

Campaign Prize	Quantity
<p>(d) The Returnable Devices shall be returned to Samsung immediately after the Free Trial Period, in any event, not later than seven calendar (7) days from the last day of the Free Trial Period.</p> <p>(e) If installation of wall mount is required, Samsung is not responsible to restore the Winner's wall/premises after the removal of the wall mount upon the end of the Free Trial Period.</p>	

10. Winners will have to provide details for verification and delivery purposes to Samsung Customer Service team. It is the responsibility of Participants to ensure that the details provided including email address and delivery address are correct, valid and reachable.
11. Winners will be contacted and provided a private web link via email to pay the Installation Fees. Winners who are uncontactable after 3 days of attempt and/or non-payment of the Installation Fees will be automatically disqualified from the Campaign and shall not be entitled to any payment or compensation from Samsung.
12. Winners will be contacted by Samsung Customer Service team to make further arrangement on the delivery date and installation details.
13. The Campaign Prize is 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. Participants/Winners shall ensure that:
 - (a) delivery and installation address provided by Winners shall be the same as the address given in entry submission for this Campaign;
 - (b) the Returnable Devices can be fitted into a designated area and delivery space (e.g. lift, staircase, etc);
 - (c) the Returnable Devices are not transferred/moved from the given address in which it was installed, failing which Samsung has the absolute right to disqualify Participants/winners and claim for loss and damages arising therefrom.
15. Samsung reserves the right to substitute the Campaign Prize for one of comparable or greater value. Participants/Winners are responsible for any and all applicable taxes associated with claiming these prizes. Any additional charges and add-ons will not be borne by Samsung.
16. Picture(s) shown in any advertisement, promotional, publicity and other materials relating to or in connection with this Campaign including the Campaign Prize is/are solely for illustration purposes only and may not depict the actual specification of the Campaign Prize.

Delivery of Campaign Prize and Return

17. The Returnable Devices will be delivered to the Winners for the commencement of the Free Trial Period by the agreed date, or such other period as may be determined by Samsung.
18. Samsung reserves the right to appoint a third party (3rd) party vendor or service provider to handle the fulfilment or making available and/or delivery/installation/collection of the Campaign Prize. 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. Winners shall acknowledge receipt of the Returnable Devices which marks the commencement of the Free Trial Period, by signing the required documents failing which Samsung or its fulfilment partner reserves the absolute right not to hand over/install the Returnable Devices and/or revoke and cancel the Campaign Prize.
20. Upon the delivery and/or the acknowledgement receipt of the Returnable Devices, Winners shall be liable for any loss and damage to the Returnable Devices until the same are collected from Winners. The Winners agree to indemnify Samsung for any loss and damage arising therefrom.
21. If the Campaign Prize could not be delivered to you due to reasons beyond Samsung/fulfilment partner for eg. incomplete delivery address, recipient could not be contacted, etc, Samsung is entitled to revoke and cancel the Campaign Prize. Samsung shall not be responsible or liable for non-delivery of the Campaign Prize.
22. If the Winners would like to buy or own the Returnable Devices after the Free Trial Period, the Winners may purchase a new unit via Samsung.com.my with the guidance and assistance of Samsung Customer Service.
23. The Returnable Devices shall be returned to Samsung (in its original sellable condition i.e.functioning and free from signs of physical damage) immediately after the Free Trial Period, in any event, not later than seven calendar (7) days from the last day of the Free Trial Period, failing which the Winner shall reimburse/compensate Samsung for the value of the Returnable Devices forthwith (details in table below) and other loss and damage suffered by Samsung arising therefrom.

Product/Item	Value (RM)
Samsung 98 inch TV	RM33,999
Samsung Sound Bar	RM6,499
Wall Mount	RM300
Cabinet	RM1,765

Terms of Participation

24. By entering this Campaign, the Participant represents, acknowledges and warrants that the submitted creative tagline, comment & reason 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.
25. Copyright of all creative tagline, comment, reason, images, photos and videos submitted to this Campaign remains with Participants. However, by participating in this Campaign, Participants agree to grant Samsung a perpetual, irrevocable, royalty free, license to use, reproduce, copy, publicly display, sublicense, modify and

fully exploit any creative tagline, comment, reason, images, photos and videos arising from or in connection with this Campaign.

26. Each Participant/Winner agrees to take part in any and all marketing, promotional, publicity exercises with respect to this Campaign; 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 Campaign 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 Campaign. Each Participant/Winner 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 Campaign and/or Samsung products;
 - b) For the promotion and publicity of this Campaign 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.
27. Participants will only be confirmed as Winners 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.
28. Samsung reserves the right to disqualify any Participant/Winner suspected of fraud, hacking, tampering with the Campaign submission process or if Samsung believes that Participant/Winners' entry and/or results has been manipulated in any way by machines or computers or breach of any terms and conditions of the Campaign.
29. Samsung reserves the right to disqualify such Participant/Winner from the Campaign and/or receiving the prize. Samsung reserves the right to substitute or replace a new Winner.
30. 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 Campaign.

Liability and Responsibility

31. Each Participant/Winner agrees to indemnify 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, 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 Campaign, including without limitation, possession, use or misuse of the Campaign Prize, or travel to or from any Campaign activity, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy.

Rights of Samsung

32. Samsung reserves the right to reject any post/Winners at its sole and absolute discretion without having to assign any reasons whatsoever.
33. Samsung reserves the right to change or replace the Campaign Prize with item(s) of equal value.
34. Samsung reserves the right to amend these Terms and Conditions without prior notice.
35. 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.
36. Samsung does not undertake any responsibility or obligation to ensure that any prize will be delivered to any prize Winners. 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 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 Campaign, 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 Participant; or
 - f) Use of the prize(s).
37. Samsung reserves the absolute right to cancel, terminate or suspend the Campaign 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.
38. 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 Campaign.

Privacy Policy

39. By participating in this Campaign, 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 Campaign.
40. By participating in this Campaign, the Participants/Winners agree and acknowledged that Samsung collects, uses and processes and/or discloses (including third party overseas) participants' personal information in order to conduct this Campaign, and in accordance with the Samsung Privacy Policy

(www.samsung.com/my/info/privacy.html). Each Participant/Winner 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).

41. These Terms and Conditions shall be governed and construed in accordance with the laws of Malaysia, and each Participant/Winner irrevocable submits to the exclusive jurisdiction of the courts of Malaysia.