

## Samsung Care+ FOC Charger Promotion

### Terms and Conditions

#### 1. Introduction

- 1.1 The Samsung Care+ FOC Charger Promotion ("**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.
- 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. Eligibility

- 2.1 The Promotion is open to all Malaysian Citizens and residents of Malaysia of 18 years old and above (as of 10 November 2023) with Malaysia Identity Card; except Samsung's employees (and their immediate families), its related agencies, retailers and dealers.
- 2.2 Eligible Customers are as defined herein in relation to the Campaign and/or Promotion.

#### 3. Promotion Period

- 3.1 The Promotion will run for the period as stated below or while promotion stocks last, whichever is earlier ("**Promotion Period**"):

Promotion Title	Promotion Period
Samsung Care+ FOC Charger Promotion	10 November 2023 – 31 December 2023

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

#### 4. Participating Stores ("**Dealer**")

No.	Participating Stores
a.	Samsung Online Store ( <a href="https://www.samsung.com/my">https://www.samsung.com/my</a> )
b.	All Samsung Experience Stores (SES)
c.	Selected Samsung Authorized Retailers
d.	All Senheng, Grand Senheng & senQ stores Online Stores: <a href="https://www.senheng.com.my/">https://www.senheng.com.my/</a> and <a href="https://www.senq.com.my/">https://www.senq.com.my/</a> Senheng & Grand Senheng Offline Stores: <a href="https://www.senheng.com.my/store-locator">https://www.senheng.com.my/store-locator</a> SenQ Offline Stores: <a href="https://www.senq.com.my/store-locator">https://www.senq.com.my/store-locator</a>
e.	All Urban Republic Stores
f.	Selected AEON stores (i.e. AEON Taman Maluri, AEON Ampang Utara2 (AU2), AEON Mid Valley, AEON IOI Mall)
g.	All Best Denki Stores
h.	All Courts Malaysia Stores

i.	All Harvey Norman Stores; (more particularly set out as link below) <a href="https://www.harveynorman.com.my/customer-services/store-finder.html">https://www.harveynorman.com.my/customer-services/store-finder.html</a>
j.	Samsung Authorized Online Flagship Store (Shopee & Lazada)

(Collectively known as the “Participating Stores”)

## 5. Promotion Mechanism

5.1 Customers are entitled for the Free Gift upon purchasing the Participating Model at any Participating Stores.

Participating Model	Free Gift	Units
Samsung Galaxy Smartphone, Tablet and Smartwatches with minimum RRP RM 1,500 and above	15W PD Power Adapter without Cable (EP-T1510N) worth RM59	1,000

5.2 In order to redeem the Free Gift, Customers are required to purchase the Samsung Care+ Participating Product at Samsung Experience Stores (SES).

Samsung Care+ Participating Product	Redemption Stores
2 years accidental & liquid damage and extended warranty with device support service plan	Samsung Experience Stores (SES)

5.2 Free Gift redemption journey:

<b>Step 1:</b> Purchase Participating Models	Customer purchase the preferred Participating Models from Participating Stores.
<b>Step 2:</b> Purchase Samsung Care+ Participating Product	Customer walk-in to any Samsung Experience Stores (SES) and purchase the Samsung Care+ Participating Product.  *One (1) device IMEI is valid for one (1) Samsung Care+ Participating Product only. Samsung Care+ must be purchased within 30 days of your device activation.
<b>Step 3:</b> Samsung Care+ registration & payment	Samsung Experience Stores (SES) staff perform registration via Samsung Care+ Retail Portal on behalf of Customer during Samsung Care+ Participating Product purchase date upon payment made.
<b>Step 4:</b> Samsung Care+ Subscription	Customer receives an SMS and email confirmation within seven (7) working days upon Samsung Care+ activated. Customer can login to Samsung Members app within fourteen (14) days to check the details upon successful registration. Samsung Care+ plan will be effective on the registration date.
<b>Step 5:</b> Free Gift redemption	Customer receive the Free Gift from Samsung Experience Stores (SES).

- 5.4 The Free Gift is limited to the units stated above, on first come first served basis, and while stocks last. Availability is subject to the respective Samsung Experience Stores (SES). Customer is advised to check with the staff to confirm the promotion type and/or availability of the Exclusive Free Gift prior to purchase.
- 5.5 Samsung reserves the right to suspend, terminate, cancel the Promotion, or change the Free Gift anytime without any prior notice.

## **5 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.

## **6 Customer's Covenants**

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

- 7.1 To submit fraudulent order, false, inaccurate, misleading, defamatory, or libelous information;
- 7.2 To distribute viruses or any other technologies that may harm Samsung, or the interests or property of other users;
- 7.3 To export the unit purchased except in compliance with the export control laws of relevant jurisdictions and in accordance with posted rules and restrictions;
- 7.4 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.

## **7 Limitation of Liability**

- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 Customer shall assume full responsibility in case of any accident, damage or claim resulting from participating in this Promotion.

- 7.6 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.
- 7.7 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.

## **8 General**

- 8.2 In the event Customer has queries with regard to this Promotion, please call Samsung Consumer Service at 1-800-88-9999.
- 8.3 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.
- 8.4 This Promotion is not valid in conjunction with other promotions, vouchers or discounts.
- 8.5 All pictures and/or images of the Promotional Products found in any advertising, marketing materials are for illustration purposes only, and actual item or colour may vary.
- 8.6 The indicated price is Recommended Retail Price (RRP). Both RRP and Promo RRP (if any) are subject to change without prior notice.
- 8.7 Free Gift(s), Rebate(s) and E-Voucher(s) if any, are on first come first served basis and while stocks last.
- 8.8 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.
- 8.9 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.
- 8.10 Product display sets purchases, are not entitled to any Free Gift(s), Rebate(s) and/or E-Voucher(s).
- 8.11 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.
- 8.12 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.
- 8.13 Samsung reserves the rights to change the Free Gift(s) if any, with products of similar value without any prior notice.
- 8.14 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.
- 8.15 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.

- 8.16 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.
- 8.17 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.
- 8.18 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.
- 8.19 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.
- 8.20 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.
- 8.21 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>.
- 8.22 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.
- 8.23 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.