

## Terms & Conditions for Samsung Galaxy at KLCC – Pose, Snap & Win Contest

### A. Duration

1. The Samsung Galaxy at KLCC – Pose, Snap & Win Contest will commence from 30 October 2021, 12.00 am to 30 November 2021, 23.59 pm - Malaysia time zone (GMT+8). Anyone who participates has a chance to win a free, brand new Samsung Galaxy Buds Live. Only the 5 of the most creative poses featuring the favourite Samsung influencers will win the prize.
2. Samsung Malaysia Electronics (SME) Sdn Bhd (interchangeably referred to as “Samsung” or “Organiser”) shall reserve the right to shorten or extend or cancel the Campaign Period at its sole discretion without any prior notice. Samsung’s server is the official time-keeping device for this Campaign.

### B. Eligibility

1. This Campaign is open to Malaysians citizens of 18 years and above (as of Campaign Period) only.
2. For Participants aged 13 years and above but have not yet attained 18 years of age, such Participant’s parent/guardian warrants and agrees that the Participant including his/her parent/guardian shall irrevocably be bound by these Terms and Conditions.
3. By participating in this Campaign, each participant (interchangeably referred to as “Participant”, “You” or “Your”) agrees to be bound by these Terms and Conditions.
4. All rules and regulations and instructions issued by Samsung from time to time will be deemed incorporated in these Terms and Conditions. Samsung reserves the right to amend the Terms and Conditions at any time, without prior notice.
5. Employees or agents of the Organiser or any of its group companies or their families or households or anyone connected to this Campaign are not eligible to enter.

### C. How to Participate / Submission Requirements

1. Visit the Samsung’s Galaxy Creative Expression Wall at the KLCC Convex Tunnel located between Suria KLCC & the Convention Centre.
2. Strike your most creative pose featuring your favorite influencer.
3. Snap and upload your most creative pose on Instagram.
4. Tag & follow @SamsungMalaysia and don’t forget to hashtag #withGalaxy, #strikeapose  
(Make sure user account is on public mode)

5. Participants are reminded to observe the relevant SOP for Covid-19 while participating in this Campaign.

#### D. Selection of Campaign Winners

1. Selection of the Campaign winners for the Campaign will be based on the creativity of the submission received by the Organiser.

2. Each submission will be judged according to the following criteria:

a. The submission requirements set out in Section C above are met; and

b. Creativity and originality of submission

3. Organiser's decisions will be final.

4. 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 the actual colour, model or specification of the Prize(s) and does not include any optional accessories. Samsung is entitled to change the specification of the prizes without prior notice.

5. Winners' announcement list will be made on the Samsung's Instagram stories or via email.

6. Samsung reserves the right to appoint an official agent to contact the winners via their personal e-mail.

7. Due to time sensitivity and in the event that a Participant is not contactable after TWO (2) attempts, within 12-hour time frame made by the Organiser or its authorised agent, the Organiser reserves the right to disqualify the eligibility of the Participant and the next qualified Participant will be selected.

8. It shall be the shortlisted Participant's responsibility to ensure the provided mobile numbers or e-mail is current and up to date. Samsung shall not be responsible to the shortlisted Participant for any loss (including loss of opportunity) suffered in the event the shortlisted Participant mobile number in the record is not current or incorrect.

9. In order to redeem the Prize, all Participants must submit the required contact details and documents (including name, IC number, mobile number, e-mail address and home address) when contacted by the Organiser or its official agent.

10. Samsung reserves the right to forfeit the Prize or to award the Prize to another Participant if any Participant fails, neglects or refuses to comply with any of the above criteria.

11. Winners will be contacted within 30 days of the Campaign end date.

12. Any Prize not won or unclaimed will be forfeited, it will thereafter be deemed to have lapsed unconditionally and irrevocably. The Winner whose prize has been forfeited or unclaimed is not entitled to any payment or compensation from Samsung notwithstanding non-receipt of notification.

13. Samsung's decision on all matter relating to this Campaign shall be final, conclusive and binding and it shall not be obliged to provide any reasons or enter into any correspondence with any person(s) on any matter concerning this Campaign.

14. The Winners shall attend a prize presentation ceremony and/other publicity programs as and when required by Samsung at winner's own cost and expenses. If the Winners fail to attend such ceremony and/or other publicity programs, Samsung reserves the right to forfeit the Prize(s) of the Winner and select another Winner.

15. Samsung shall not be held responsible or be liable for any Winner's land transfer, transportation or any other incidental costs incurred. Winner should bear their own costs.

#### E. Other General Terms and Conditions

1. By participating in this Campaign, each Participant 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 Campaign or resulting from acceptance, possession, use or misuse of the product, 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.

2. Samsung shall not be responsible for any inaccurate details provided by the Participants to claim their prizes, if any and reserves the right to disqualify the Participant and select the next qualified Participant without any liability to the disqualified Participant whatsoever.

a. Samsung shall not be held responsible for lost deliveries resulting from wrong information entered by Participants, or lost deliveries caused by a courier company/ third party which is outside the control of Samsung. Participants shall bear the risks of lost deliveries if he/she requests for prize to be delivered to him/her. Delivery addresses cannot be changed once the prizes have been dispatched.

3. Samsung has the absolute right to disqualify/remove any submission by the Participants that is defamatory, malicious towards any party or has potential adverse impact to the Campaign and/or Samsung's brand and reputation.

4. Except where expressly provided herein, you shall bear your own costs and expenses incurred and/or arising from your participation in the Campaign, and no reimbursement may be sought from Samsung and/or the sponsors. /p>

5. Samsung makes no guarantee of the availability of its web services or other online platforms and will not be held responsible for interruption of service that may interfere with the ability to participate in the Campaign.

6. All prizes are non-transferable, non-exchangeable and there is no cash alternative.

7. The Organiser reserves the right to replace the Prizes with items of similar value in the event that the published Prizes become unavailable.

8. In the event of discrepancies of any information submitted by the Participant during verification of Participants by the Organiser or any breach third party's intellectual property rights or privacy by the Participant, the Organiser has absolute right to reject to disqualify the submission and the Participant and has the right to select the next suitable Participant as winner.

9. The Organiser reserves the right to reject any post/Participant at its sole and absolute discretion without having to assign any reasons whatsoever. In case of any dispute, the Organiser reserves the right to make the final decision. The Organiser's decision is final and no further correspondence or appeal will be entertained.

10. By participating in this, each Participant fully and unconditionally agrees to and accepts the Terms and Conditions stated herein and decisions of the Organiser.

11. Each Participant agrees to take part in any and all marketing, promotional, publicity exercises with respect to this Campaign; agrees for Samsung to use his/her selfies, videos, 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 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 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 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. Each Participant hereby irrevocably grants Samsung all consents and waivers necessary in connection with the above.

12. 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 the Campaign.

13. By providing your personal data, you are indicating that you have read, understood and agreed that your personal data will be recorded, stored or otherwise processed in accordance to Samsung's Privacy Policy available at <http://www.samsung.com/my/info/privacy.html>

14. Each Participant agrees to indemnify and hold Samsung harmless from and against any and all claims, damages, liabilities, costs and expenses (including legal costs on an indemnity basis) 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 arising out of or in connection with this Campaign.

15. The Terms and Conditions shall be governed and construed in accordance with the laws of Malaysia, and each Participant irrevocable submits to the non-exclusive jurisdiction of the courts of Malaysia.