

Terms and Conditions

The Samsung Galaxy Note 20 | Note 20 5G | Note 20 Ultra 5G Penup challenge ("Campaign") is organised by Samsung Malaysia Electronics (SME) Sdn. Bhd. ("Organiser" or "Samsung").

1. Introduction

- a) The terms and conditions stated herein and Samsung privacy policy at <http://www.samsung.com/my/info/privacy.html> will be construed as the terms and conditions ("Terms and Conditions") of this Campaign on which Samsung offers you ("Customer") access to and use of this site for the purposes of this Campaign.
- b) 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 organising this Campaign only.

2. Eligibility and entry restrictions

To be eligible to participate the Campaign:

- a) The Campaign is open to all Malaysian and non-Malaysian of 18 years old and above (as of Campaign Period); proof of address or age may be required during registration.
- b) Entrants must not be our employee, dealer, agent or retailer, or an employee, dealer, agent or retailer of any person or organisation involved in the running of the campaign, and you must not be immediate family relation of any such person.
- c) Entrants are only allow to participate maximum 1 entries for the campaign.

3. Duration

- a) This Campaign will begin from 1 September 2020 to 30 September 2020 ("Campaign Period"). Samsung reserves the right to shorten, extend or cancel the Campaign Period without prior notice.
- b) Any entries received before the opening or after the closing of the campaign will be invalid and will not be qualified to participate.

4. Judging

- a) Winner shall be judged and selected based on the scoring system of:

PENUP CHALLENGE SCORE BOARD			
Item	No. of Item	Point Worth	Total
Electronics	7	8	56
Miscellaneous	34	1	34
Background	1	10	10
			100

Shall there be any equal results, it will be further judged based on the percentage of completion for each colored item.

- b) If a campaign entrant does not meet the eligibility requirements or is subject to any entry restrictions, that entrant shall not be entitled to be adjudged a winner, and will not be entitled to a prize in any circumstances.
- c) Our decision in respect of all matters to do with the Campaign will be final and no correspondence will be entered into.

Terms and Conditions

- d) Participants will be given 30 seconds to color the picture, with restriction of only bucket tool and a minimum of three different color to complete the coloring of picture. Winners are chosen based on number of colored items and scoring of each colored items.

5. Winners and prizes

Prize	Device	Unit	Value Worth
1 st Prize	Galaxy Note 20 Ultra 5G	1	RM5,199
2 nd Prize	Galaxy Tab S7	1	RM3,299
3 rd Prize	Galaxy Watch3 45mm	3	RM1,799
Consolation Prize	Galaxy Buds Live	15	RM699

- a) Campaign prize winners will be notified by mobile or by email not more than 30 days following the closing date of the Campaign, and will be able to collect their prizes not more than 30 days following that announcement date. The announcement may include the name and photograph, the town or region of residence and prize details of each prize winner. Samsung reserves the right to change the announcement date/prize collection date without prior notice
- b)
- c) Reasonable efforts will be made to contact the prize winner for 14 days but if the winner fails to respond to our notification attempts within this time or provide an address for collection of the prize or fails to meet any of the eligibility requirements or is otherwise unable to comply with the campaign terms and conditions, we reserve the right to disqualify that entrant. We may, at its option, offer the prize to the next eligible entrant and thereafter until a winner is found.
- d) Winners of the campaign shall collect the prizes in any SES Stores listed herein within a duration of 30 days following the announcement of campaign results or such other date as determined solely by Samsung.
- e) In the event that a winner is unreachable, ineligible, or fails to claim the prize in the time required, the winner's prize shall be forfeited.

Region	Store Location
CENTRAL	SES @ 1U
CENTRAL	SES @ AEON MALURI
CENTRAL	SES @ AEON SEREMBAN 2
CENTRAL	SES @ ALAMANDA
CENTRAL	SES @ BANGSAR VILLAGE II
CENTRAL	SES @ BERJAYA TIMES SQUARE
CENTRAL	SES @ DIGITAL MALL
CENTRAL	SES @ I-CITY
CENTRAL	SES @ IOI CITY
CENTRAL	SES @ IOI MALL
CENTRAL	SES @ KLANG
CENTRAL	SES @ KLANG PARADE
CENTRAL	SES @ KLCC
CENTRAL	SES @ LOW YAT (AMS)
CENTRAL	SES @ LOW YAT (MTCS)

Terms and Conditions

CENTRAL	SES @ MID VALLEY
CENTRAL	SES @ MYTOWN
CENTRAL	SES @ NU SENTRAL
CENTRAL	SES @ PARADIGM KL
CENTRAL	SES @ PLAZA ALAM SENTRAL
CENTRAL	SES @ PUBLIKA
CENTRAL	SES @ SETAPAK CENTRAL
CENTRAL	SES @ SETIA CITY
CENTRAL	SES @ SUNWAY PUTRA MALL
CENTRAL	SES @ SUNWAY PYRAMID
CENTRAL	SES @ SUNWAY VELOCITY
CENTRAL	SES @ THE MINES
CENTRAL	SESL @ PAVILION
CENTRAL	SESL @ THE GARDENS
EAST COAST	SES @ AEON MALL KOTA BHARU
EAST COAST	SES @ EAST COAST MALL
EAST COAST	SES @ KUANTAN PARADE
EAST MALAYSIA	SES @ AEON MALL KUCHING
EAST MALAYSIA	SES @ CENTRE POINT
EAST MALAYSIA	SES @ IMAGO
EAST MALAYSIA	SES @ PLAZA MERDEKA
EAST MALAYSIA	SES @ SURIA SABAH
EAST MALAYSIA	SES @ THE SPRING
EAST MALAYSIA	SES @ VIVA CITY
NORTHERN	SES @ AEON BANDARAYA MELAKA
NORTHERN	SES @ AEON STATION 18
NORTHERN	SES @ AMAN CENTRAL
NORTHERN	SES @ AMANJAYA MALL
NORTHERN	SES @ ANGSANA MALL
NORTHERN	SES @ PRANGIN MALL
NORTHERN	SES @ QUEENSBAY MALL
NORTHERN	SES @ SUNWAY CARNIVAL
NORTHERN	SES @ TAIPING SENTRAL
NORTHERN	SES @ AEON KINTA CITY
NORTHERN	SES @ AEON KLEBANG MALL
SOUTHERN	SES @ AEON BUKIT INDAH
SOUTHERN	SES @ AEON MALL BANDAR DATO' ONN
SOUTHERN	SES @ AEON PERMAS JAYA
SOUTHERN	SES @ AEON TEBRAU CITY
SOUTHERN	SES @ BP MALL
SOUTHERN	SES @ CITY SQUARE
SOUTHERN	SES @ GURNEY PLAZA
SOUTHERN	SES @ MAHKOTA PARADE

Terms and Conditions

SOUTHERN	SES @ PARADIGM JB
SOUTHERN	SES @ SOUTHKEY
SOUTHERN	SES @ SUTERA MALL

- f) No cash alternative to the prizes will be offered. The prizes are not transferable. Prizes are subject to availability and we reserve the right to substitute any prize with another of equivalent value without giving notice.

6. Limitation of Liability

- a) 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.
- b) Customer shall assume full responsibility in case of any accident, damage or claim resulting from participating in this Campaign.
- c) Customer shall be deemed to be able to perform legally binding contract upon his/her submission of the purchase and there shall not be any refund or costs whatsoever arising from his/her violation of the minimum age stated herein.
- d) All transportation, personal costs and/or any other costs, fees and/or related expenses arising out of or in connection with this Campaign are the Customer's sole responsibility.

7. Indemnity

Customer will fully indemnify and hold Samsung (and our affiliates and subsidiaries, and our and their respective officers, directors, employees, agents) harmless from any claim or demand, including reasonable legal fees, made by himself/herself or any third party due to or arising out of his/her breach of these Terms and Conditions, improper use of the site or breach of any law or the rights of a third party.

8. Publicity

By participating in the Campaign, Customer grants Samsung irrevocable, royalty free, right and license to use, publish, including posting online, his or her name, all submitted colored pictures and/or photographs, and place of residency in any media for advertising and promotional purposes without additional compensation or consent, except where prohibited by law.

9. General

- a) Samsung reserves the right to make amendments to the Terms and Conditions of the Campaign herein without prior notice.
- b) Samsung reserves the rights to change the prizes mentioned above (as maybe applicable) with product of similar value.
- c) All pictures and/or images of the product(s) and prizes found in any advertising and marketing materials are for illustration purposes only and may be different from the actual products.
- d) The prizes in this Campaign are not redeemable for cash, not exchangeable, transferable, or refundable, and cannot be used in conjunction with other promotional offers at the Campaign.
- e) By participating in this Campaign, Customer fully and unconditionally agrees to and accepts the Terms and Conditions stated herein and decisions of the Organiser.
- f) The Organiser is not liable in any way for any costs, expenses, damages, liability or injury arising out of or in any way connected with the Campaign.
- g) The Organiser shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) for personal injury which is suffered or sustained at the Campaign during the Campaign Period.

Terms and Conditions

- h) By participating in this Campaign, each Customer agrees to release and hold the Organiser 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 Promotions or resulting from acceptance, possession, use or misuse of the prize(s), 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.
- i) 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.
- j) During the campaign period, the Organiser may collect consumers information including personal in the form of, among others, survey forms, redemption forms, interviews, audio recordings, visual recordings and photographs (whether on our own or by appointed service provided) taken during the Campaign. By participating in the Campaign, you agree that the collection of such information will be processed, handled and used in accordance with the Samsung Privacy Policy at <http://www.samsung.com/my/info/privacy.html>.
- k) In the event of inconsistencies between the terms and conditions found elsewhere with regard to this Campaign (if any) and the Terms and Conditions herein, the latter (i.e. these Terms and Conditions) shall prevail.
- l) These Terms and Conditions herein shall be governed by and interpreted in accordance with Malaysian law and the parties submit to the exclusive jurisdiction of the Malaysian courts.