

## 2019 QLED TV Launch Promotion – (E-store)

### Terms and Conditions

#### 1. Introduction

1. The Samsung QLED 8K TV Launch Offer ("Campaign") is organized by Samsung Malaysia Electronics (SME) Sdn. Bhd. (629186D) ("Samsung"). The terms and conditions and the Privacy Policy posted on this site 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.
2. The sale transaction in this Campaign is between Samsung SDS Global SCL Malaysia Sdn Bhd ("SDS") and Customer. Samsung only provides the recommended retail price ("RRP") and redemption guidance on this site.
3. Customer agrees to comply with all the above when accessing or using this site. The scope of this Terms and Conditions is limited to Samsung's role of hosting this site and organizing this Campaign only.
4. By participating in this Campaign at Samsung Online Store <https://www.samsung.com/my/offer/QLED8K>, customer will be entitled to promotions as per below:

Participating model	Samsung product	RRP	Discount	Promo RRP	Free Gift ("free gift")	FOC item Value
QA75Q75RAKXXM	4K QLED	RM 19,999	-	RM 19,999	Samsung Galaxy S10e SM-G970FZWDXME PRISM WHITE	RM 2,699
QA65Q90RAKXXM	4K QLED	RM 18,999	-	RM 18,999	Samsung Galaxy S10e SM-G970FZWDXME PRISM WHITE	RM 2,699

QA65Q75RAKXXM	4K QLED	RM 13,999	-	RM 13,999	Samsung Galaxy A50 SM- A505FZBHXME BLUE	RM 1,199
QA55Q75RAKXXM	4K QLED	RM 7,999	-	RM 7,999	Samsung Galaxy Tab A 7.0 SM- T285NZWAXME WHITE	RM 659
QA49Q60RAKXXM	4K QLED	RM 4,999	RM 2,000	RM 2,999	-	-

5. Samsung reserves the right to change the FOC items' colour selection to customer subject to stock availability.
6. The quantity of Promotion in this Campaign is on "first-come, first-served" basis and also subject to stock availability.

## 2. Campaign Mechanics

a) The following are seven (7) steps for the Campaign:-

<b>Step 1: Visit the Chinese New Year Auspicious Treats Promotion Page</b>	Visit <a href="https://www.samsung.com/my/offer/QLED8K">https://www.samsung.com/my/offer/QLED8K</a>
<b>Step 2: Make it Yours</b>	Choose the product you want to purchase.  Click 'Add to Cart'.
<b>Step 3: Order Confirmation</b>	Check the Cart to ensure that the product placed is correct and then Click 'Checkout'.
<b>Step 4: Read and Agree the Terms and Conditions</b>	Please read and understand the Terms & Conditions carefully before ticking on the "Agree" box and proceed.

<p><b>Step 5: Checkout</b></p>	<p>Check the Order summary once again to ensure that the correct order will be placed. To change the order details you may select 'EDIT', otherwise please proceed to next step.</p> <p>Confirm if you have a Samsung account – Yes / No</p> <p>If Customer clicks 'Yes' – will be directed to sign in page. Kindly input your Samsung account Email or Phone Number and Password</p> <p>If Customer clicks 'No' – prompter will appear and you are required to fill in your email address. Click Continue to proceed to next page. Fill in all required information, select delivery method and click 'Continue' to proceed to Payment</p>
<p><b>Step 6: Payment &amp; Confirmation</b></p>	<p>Verify that order details are correct, and click on the 'Online Payment' option</p> <p>Customer will be directed to iPay88 site to make full payment.</p> <p>Upon successful payment of the order, Customer will receive an e-receipt form iPay88 and Order Confirmation Email from Samsung SDS Global SCL Malaysia Sdn Bhd within 24 hours.</p>
<p><b>Step 7: Delivery</b></p>	<p>Order will be successfully received. The deliver will be completed within 5-7 working days for Peninsular Malaysia; and 1-2 weeks for East Malaysia from the date of your order placed. Terms and Conditions apply.</p>

### **3. Duration**

This Promotion will run from 1<sup>st</sup> April 2019 (10.00am) to 7<sup>th</sup> April 2019 (11.59pm) (“Promotion Period”). Samsung reserves the right to shorten, extend or cancel the Promotion period without prior notice.

### **4. Eligibility**

1. The Promotion is open to all Malaysian Citizens of 18 years old and above (as at 1<sup>st</sup> April 2019) with Malaysia Identity Card; except Samsung's employees (and their immediate families), its related agencies, retailers and dealers.
2. If Customer is below 18 years of age, please ensure the parent / legal guardian reads and agrees to the Terms and Conditions of this Promotion herein on behalf of Customer. It shall be deemed that the Customer’s parent / legal guardian has agreed to the Terms and Conditions of this Promotion upon the Customer’s participation in this Promotion
3. One Customer is only entitled to purchase one(1) unit of SAMSUNG 75” Q75R QLED TV QA75Q75RAKXXM or (1) unit of SAMSUNG 65” Q90R QLED TV QA65Q90RAKXXM or (1) unit SAMSUNG 65” Q75R QLED TV QA65Q75RAKXXM or (1) unit SAMSUNG 55” Q75R QLED TV QA55Q75RAKXXM (1) unit SAMSUNG 49” Q60R QLED TV QA49Q60RAKXXM during the Promotion.
4. Samsung reserves the right to cancel the additional order rated by Customer without any prior notice. For avoidance of doubt, any cancellation of the additional purchase in this Campaign will not entitle the Customer to any compensation against Samsung for any losses or damages directly or indirectly that may be suffered or incurred by the Customer as a result of the act of cancellation

### **5. Payment**

1. Customer acknowledges, understands and agrees that all transactions are between Customer, iPay88 and the selected outlet 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.
2. Customer is not allowed to cancel the order, change the selected device color or model once Customer has successfully completed and confirmed the transaction via iPay88.
3. Customer shall pay the full amount for the Samsung TV directly to Samsung via iPay88.

## **6. Delivery**

1. Order will be delivered and completed within 5-7 working days for Peninsular Malaysia; and 1-2 weeks for East Malaysia.
2. The fulfilment and delivery of the product is handled by SDS.
3. SDS reserves the right to appoint a third party (3rd) party vendor or service provider to handle the fulfilment or making available of the product and delivery of the product to you. By providing your personal information including name, delivery address, contact numbers, email address and other information to SDS, SDS can use and/or disclose to such third party (3rd) party vendor or service provider for the purposes of delivery service.
4. To accept the item, the Customer or the authorised representative or the recipient are required present identification, i.e. NRIC or Passport to the delivery personnel, failing which the delivery personnel have the right to refuse delivery and will return the product to SDS as “unclaimed”.
5. The proof of delivery of product must be in the form of written acknowledgement of receipt of the product by the customer, the authorised representative or the recipient. If the delivery address is an office address, an acknowledgement by any office staff will be treated as good acknowledgement of the item.
6. The time for delivery of the product is between the Customer and SDS. Samsung shall not be liable for any delay in delivery of the product howsoever caused.

## **7. Customer's Covenants**

1. In connection to this Campaign and placing the order, Customer will not use this site:
  - a) to submit fraudulent order, false, inaccurate, misleading, defamatory, or libelous information;
  - b) to transfer Customer's order to another party;
  - c) to distribute viruses or any other technologies that may harm Samsung, or the interests or property of other users;
  - d) to export the unit purchased except in compliance with the export control laws of relevant jurisdictions and in accordance with posted rules and restrictions;
  - e) in the event Samsung suspects or discovers that the Customer is abusing this Campaign 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.

## **8. Limitation of Liability**

1. 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.
2. Customer agrees that he/she is making use of this site at his/her own risk, and that it is being provided to Customer on an "AS IS" and "AS AVAILABLE" basis.
3. 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.
4. Customer shall assume full responsibility in case of any accident, damage or claim resulting from participating in this Campaign.
5. 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.
6. Warranty of the ordered Samsung 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.

## **9. 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.

## **10. Privacy**

By providing Customer's personal data, Customer is indicating that he/she has read, understood and agreed that his/her 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>.

## **11. General**

1. Any sales or e-commerce enquiries, please contact +603-5191-1515 Mon - Fri 9am - 6pm (Excluding Sat, Sun & Public Holidays).
2. Samsung reserves the right to make amendments to the Terms and Conditions of the Campaign herein without prior notice.
3. Samsung reserves the right to disqualify any submissions for order in the event of violation of any of the Terms and Conditions.
4. In case of any dispute, Samsung reserves the right to make the final decision and shall have the right to cancel, disqualify the order or forfeit the deposit necessarily.
5. By participating in this order Campaign, Customer fully and unconditionally agrees to and accepts Samsung's Privacy Policy as stated above, and the Terms and Conditions.
6. By placing an order, Customer agrees to grant Samsung and their respective parent companies, subsidiaries, affiliates, licensees, directors, officers, agents, independent contractors and advertising/promotion agencies the use of his/her full details submitted through order Campaign, without further compensation, unless prohibited by law.
7. 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 shall prevail.
8. These Terms and Conditions herein shall be governed by the laws of Malaysia and the jurisdiction of the courts of Malaysia.