

Terms and Conditions

SES Exclusive Rebate (“Campaign”)

1. Introduction

- a) The above-mentioned Campaign is organized by Samsung Malaysia Electronics (SME) Sdn. Bhd. ("Samsung"). 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) The sale transaction in this Campaign is between the participating Dealer(s) (as defined below) and Customer. Samsung only provides the recommended retail price ("RRP") and/or guidance on this site.
- c) 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 Campaign only.

2. Campaign /Participating Mechanism

- a) By participating in the Campaign, Customer will be entitled to the following:- Eligible Customers will receive rebate vouchers to be utilised in Samsung Experience Stores. (hereinafter referred to “Campaign”).
- b) The Campaign is limited to the first 2,000 Eligible Customers’ purchase at participating Dealers during the Campaign Period (as defined below) nationwide. Samsung reserves the right to modify the quantity at its sole discretion. The redemption of rebate vouchers in this Campaign is on “first-come, first-served” basis.
- c) Participating Mechanism/Redemption
 - i. Rebate vouchers are to be utilized in Samsung Experience Stores.
 - ii. The rebate voucher for Note20 series is entitled only for RM300 off
 - iii. The rebate voucher for S20 series is entitled only for RM300 off
 - iv. The rebate voucher for A51 is entitled only for RM100 off
 - v. The rebate voucher for A21s & A31 is entitled only for RM50 off
 - vi. This promotion is applicable for one (1) unit per voucher/customer throughout the Campaign Period (as defined below) and limited to the first **2,000** transactions only.

3. Duration

This Campaign will begin from 16 September 2020 to 31 October 2020 (“Campaign Period”). Samsung reserves the right to shorten, extend or cancel the Campaign Period without prior notice.

4. Participating Dealers

All selected participating Samsung Experience Stores.

<https://www.samsung.com/my/samsung-experience-store/locations/>

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(hereinafter referred to “Dealers”).

5. Eligibility

The Campaign is open to all Malaysian and non-Malaysian of 18 years old and above (as of Campaign Period); except Samsung's employees (and their immediate families), its related agencies, retailers and dealers.

6. Payment

- a) Customer acknowledges, understands and agrees that all transactions are between Customer and Dealers only. Samsung only acts as the coordinating party and is not involved or a party of any monetary/sale and purchase of this transaction.
- b) Customer is not allowed to cancel the purchase, change the selected device color or model, once Customer paid the full amount of the purchased unit.
- c) Payment is strictly not refundable and/or not transferrable.

7. 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) Warranty of the purchased device is subject to standard product warranty coverage as per terms and conditions stated 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.
- e) 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.

8. 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.

9. 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>.

10. General

- a) Samsung reserves the right to make amendments to the Terms and Conditions of the Campaign herein without prior notice.

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- b) Samsung reserves the rights to change the promotion mentioned above (as maybe applicable) with product of similar value.
- c) This Campaign is only valid during the Campaign Period.
- d) This Campaign is only applicable for consumers and not applicable to Business Partner/Dealer, resellers and its employees, staff or workers.
- e) The rebate voucher (as may be applicable) is not redeemable for cash, not exchangeable or transferable.
- f) All pictures and/or images of the product(s) and free gift(s) found in any advertising and marketing materials are for illustration purposes only and may be different from the actual products.
- g) Samsung reserves the right to disqualify or reject any submissions/redemptions for free gift(s)/promotional item(s) in our sole discretion, limit or cancel quantities purchased per person or per order. These restrictions may include orders placed by or under the same Customer's account and/or orders that use the same billing or delivery address. For avoidance of doubt, any cancellation of purchase 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 cancellation.
- h) In the event of an electronic, computer, operational and/or technical error affecting the details or pricing or quantity of the product or any promotion on the website, Samsung reserves the absolute rights to rectify such error and/or cancel any transaction which has been entered into in reliance of the said error.
- i) 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 (if applicable).
- j) By participating in this Campaign, Customer fully and unconditionally agrees to and accepts the Terms and Conditions.
- 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 shall prevail.
- l) These Terms and Conditions herein shall be governed by the laws of Malaysia and the jurisdiction of the courts of Malaysia.