

TMT Samsung Carnival 2024 Terms and Conditions

- **Date** : 5th - 8th December 2024
- **Time** : 10.00 a.m. - 9.00 p.m.
- **Venue(s)** :
 - ***TMT Megastore @ Mid Valley Megamall, Kuala Lumpur*** (Lot S-049 & 050, 2nd Floor)
 - ***TMT Megastore @ Pavilion Bukit Jalil, Kuala Lumpur*** (Lot 4.28.00, Level 4)
 - ***TMT Megastore @ Sunway Pyramid, Subang*** (Lot F1.85A, 1st Floor)
 - ***TMT Megastore @ The Mall, Mid Valley, Southkey Johor Bahru*** (S031, Second Floor)
 - ***TMT Store @ Mesra Mall, Terengganu*** (Lot 16, Mesra Mall, Lot 6490)
- **Definitions**
 - “Contract”, “Agreement” & “Terms and Conditions” refers to agreement for the purchase and sale of Goods & Products.
 - “Customer” pertains to the individual or entity that accepts a quotation or sales offer from the Seller for the sale of goods or whose order for goods is accepted by the Seller.
 - “Goods” & “Products” encompasses the items, products, merchandise, and any associated parts supplied by Thunder Match Technology Sdn. Bhd. (referred to as “TMT”) under these Terms and Conditions.
 - “TMT” stands for Thunder Match Technology Sdn. Bhd., presently located at H-G-5 & H-G-6, Lorong Mahir 9, Connaught Avenue, Taman Bukit Cheras, 56000 Kuala Lumpur, trading under the name “TMT”.
 - “TMT Day” & “Campaign” refers to TMT Day held on 5th - 8th December 2024 at the Venues listed above.
 - “Standard Retail Price (SRP)” means the regular selling price of a product as determined by the retailer, excluding any discounts, promotional offers, or special prices.
 - “Key Promo” means any promotional offer, discount, or special pricing determined and designated by TMT as a Key Promo at their sole discretion. Key Promo status and eligibility criteria for such promotions are subject to change without prior notice, as deemed appropriate by TMT.
- **Agreement & Consent to terms & Conditions**
 - The terms and conditions detailed in this agreement, in conjunction with TMT official invoice (the “Invoice”) and quotation (the “Quotation”), collectively constitute the entire agreement between

TMT and the Customer, and supersedes any prior agreements, understandings, assurances, or representations whether written or verbal. Any terms or conditions implied by law that are applicable to TMT are excluded, except as provided by common sense or equity. No variations to these terms and conditions will be effective unless expressly agreed in writing and signed by TMT.

- By making a purchase, participating in the event or otherwise engaging in business with TMT, this signifies that the Customer understands, acknowledges, agrees, and accepts the terms & conditions herein.
- In case non-English language version of this Contract is prepared and any dispute arises over the meaning of any provisions under this Contract, the English language version shall prevail, and the relevant part of the non-English language version shall be deemed to be automatically amended to conform with and be consistent with the English language.
- All decisions by TMT in regards to this Agreement program are final, conclusive & binding.

- **Amendments & Updates of Terms & Conditions**

- TMT reserves the right to amend, modify, or update these Terms & Conditions at its sole discretion without prior notice.
- Any changes to these Terms and Conditions will become effective immediately upon posting on TMT's designated communication channels.
- It is the responsibility of the Customer to review these Terms and Conditions periodically for any updates or amendments.
- By continuing to engage in business with TMT after any modifications to the Terms and Conditions have been posted, the Customer acknowledges and agrees to abide by the revised Terms and Conditions.

- **TMT Samsung Carnival 2024 Terms & Conditions**

- Each customer is eligible to purchase only one (1) item from the Key Promo only. (*"Key Promo": RM399 for Samsung Galaxy A05s, RM399 for Samsung Galaxy Tab A9, RM399 for Samsung Galaxy Watch 6*)
- Instalment plans are not entitled for purchases under Key Promo.
- All promotions and Gift with Purchase ("GWP") are on a first-come, first-served basis, and are subject to stock availability.
- **GWP TMT Montigo Tumbler** is only available for any Samsung product purchases at SRP with a minimum spend of RM1,000 in one single receipt/invoice. This GWP is not available for Key Promo purchases.

- **GWP Samsung Power Bank** is only available for any Samsung product purchases at SRP with a minimum spend of RM1,000 in one single receipt/invoice. This GWP is not available for Key Promo purchases.
- **GWP TMT Galaxy Tote Bag** is for any Samsung product purchases, inclusive of Key Promo purchases.
- Snap, Tag and Win contest customers are required to include 'Galaxy AI' and TMT store location elements in the submission post. Participants' social media accounts must be set to "Public" to ensure visibility of their submissions. Failure to include any of these steps will result in the automatic forfeiture of submission.
- TMT reserves the exclusive right to determine and select the winners at its discretion. TMT also retains the authority to disqualify any submissions that do not comply with the contest rules or are deemed inappropriate, without prior notice or explanation.
- **Pricing & Payment**
 - The contract price for the product(s) is stated in the Invoice/Quotation. Any Goods and Services Tax (GST) or Sales Services Tax (SST) (if applicable) will be borne by the Customer. All payments must be made in Ringgit Malaysia (RM) as specified in the invoice with payment methods accepted by TMT.
 - In the event the Customer is opting to make payments via bank transfer, the Customer shall ensure that the payment is made exclusively to the bank account details provided in the official TMT invoice or quotation. Any payment made to a bank account not officially owned by TMT and not in accordance with the bank details provided in the invoice or quotation shall not be deemed as a valid payment.
 - TMT shall not assume any responsibility or liability for funds transferred to accounts not officially owned by TMT. Customers are strongly advised to exercise due diligence in verifying the authenticity of the provided bank account details to prevent fraudulent transactions.
 - TMT reserves the right to take appropriate legal actions to recover any unpaid amounts and may consider the transaction null and void if payment is made to an unauthorized account. The customer shall indemnify and hold TMT harmless from any losses, claims, or damages arising from non-compliance with these terms.
- **Inspection of Goods/Products**
 - Customers are required to inspect the goods immediately upon payment at the counter. If any defects or damage are identified, the Customer must notify TMT contemporaneously and provide a receipt

for the goods. Failure to do so will absolve TMT of any liability regarding such claims.

- Upon inspection and verification of the product's functionality and condition by the Customer, the Customer acknowledges that once the product is taken out of TMT's premises, it shall no longer be eligible for any further exchange or refund.
- Customers must inspect all goods/products immediately before the Invoice is issued upon payment at the counter, and acceptance of the Invoice implies that the Customer has found the Goods/Products undamaged, in good working order, and satisfactory. If any defects or damage are identified, the Customer must notify TMT contemporaneously, failure to do so will absolve TMT of any liability regarding such claims after the customer accepts the Invoice.

- **Title & Ownership**

- Property and title in the goods remain with TMT until full payment for the goods is received in cash or via cleared funds.

- **Data Privacy & Protection**

- TMT may collect, process, and store personal information about the Customer in compliance with applicable data protection laws. The Customer's information will be used solely for the purpose of the transaction and may be shared with third-party service providers or partners as necessary.
 - By engaging in business with TMT, the Customer consent to and expressly authorise collection, receipt, use, retention, and transfer, in electronic or other form, of their personal data by TMT.
 - The collected data will be utilised by TMT for one or more of the following purposes: provision of products and services, internal record and marketing, fraud prevention and security, compliance purposes and other related purposes. For more details regarding TMT's Privacy Policy, please visit <https://www.tmt.my/pages/pdpa>

- **Intellectual Property**

- Any intellectual property rights, including but not limited to patents, copyrights, trademarks, or trade secrets related to the Product(s), designs, or documentation remain the exclusive property of TMT or the respective product manufacturer.

- **Limitations of Liability**

- In no event shall TMT, its directors, employees, or agents be liable for any direct, indirect, incidental, special, consequential, or punitive damages, any injuries or any loss of profits, revenues, or data, whether incurred directly or indirectly, or any loss of use, goodwill, or other

intangible losses, arising out of or in connection with any products or services purchased at TMT outlets or sales channels, even if TMT has been advised of the possibility of such damages.

- Additionally, TMT is not responsible for any incidents, injuries, or losses occurring in the queue area outside the store. It is the customer's responsibility to ensure the security of their items and their personal safety.
- Any liability for breach of condition or warranty, whether implied by law or otherwise, is limited to repair, replacement, or cost reimbursement as stated in applicable laws. The customer shall indemnify and hold TMT harmless from any losses, claims, or damages arising from non-compliance with these terms.
- TMT's total liability for any claims related to its products or services shall not exceed the total amount paid by the Customer for the specific product or service giving rise to the claim.

- **Governing Law & Jurisdiction**

- The laws of Malaysia shall govern the interpretation of these Conditions and any Contracts.
- The Customer agrees that the courts of Malaysia have jurisdiction to settle any claims or disputes arising from these Conditions or any Contracts.
- Any disputes arising from the application of these Terms and Conditions shall be resolved through negotiation and mediation. If mediation is unsuccessful, both parties agree to submit to the exclusive jurisdiction of the courts in Malaysia. The costs and fees associated with any dispute resolution, including but not limited to legal fees, mediation costs, and court-related expenses, shall be borne by the Customer and are not the responsibility of TMT.

- **Waiver & Severability**

- The failure by TMT to enforce any of these Terms and Conditions shall not be considered a waiver of its right to enforce any other term or conditions in the future.
- If any provision in these Terms and Conditions is determined to be invalid or unenforceable by a court of law, such term shall be deleted, and the relevant Contract shall remain in full force and effect. TMT and the Customer will negotiate in good faith to agree on mutually acceptable alternative provisions to replace the deleted clause.

- **Staff Actions**

- Any advice or actions of TMT's staff that contradict these terms & conditions shall not alter the terms and conditions herein.

- **Duty of Disclosure**

- Customers must take reasonable care to ensure that all the answers to the questions are full, complete, correct, and honest and to the best of the Customer's knowledge.
- Customers also have a duty to inform us of any changes in the information given to TMT.