Terms & Conditions

Samsung Smart Club Program (hereinafter referred to as "**Program**"), is a program conceived, owned and managed by Samsung India Electronics Private Limited ("**Samsung**" or "**Program Owner**") and valid throughout India, except in regions prohibited by law and applicable on purchase select Samsung Product(s) only.

This Program is open only for Individual(s)/ customer(s) residing in India who has completed the age of 18, on purchase of Samsung product(s) and meeting the criteria(s) as specified by Samsung from time to time. No fee is payable by the Customer to enrol as a Member in this Program.

Program Benefits are valid exclusively on purchase of Samsung product(s) from select product categories and from select Samsung Brand shops, Samsung Digital Plazas, Samsung Smart Cafés ("Authorised Offline Stores"), Samsung Shop App and samsung.com ("Authorised Online Store") only.

Program Benefits shall strictly not apply to purchase made by or in or for - Bulk, Commercial, E-commerce websites/ online except for Samsung Shop (samsung.com), Institutional Consumer, Samsung Dealers (including their family members, employees – direct or indirect) and Samsung Experience Consultants (SEC) engaged at Outlets. (Refer Definition Section in **Clause J**).

A. Membership Tier(s)/Enrolment/Upgrade(s)

Starting 6^{th} October 2022 , any customer who logs in/registers on the Shop App will be enrolled into the Smart Club Program.

All registered Shop App customers will be eligible to receive Welcome E-vouchers worth INR 5,000 (INR 2000 for Mobiles & Accessories and INR 3000 for Consumer Electronics Products).

Membership tier and its benefits will be awarded only when the Member qualifies for the minimum eligibility criteria of the same as per the construct mentioned below:-

Tier	Membership Enrollment Qualification/ Upgrade Criteria			Renewal to retain same Tier
	Purchase Value (in single invoice)	Tier upgrade eligibility (Cumulative Purchase over last 2 year period)	Fast track Upgrade (Tier Upgrade on specified SKU's)	Purchase value in past 2 years at the time of renewal.
Samsung Smart Club Elite	INR 200000.00/- (Rupees Two Lacs) or more	Equal to INR 200000.00/- (Rupees Two Lacs)or more (from Samsung Smart Club/ Samsung Smart Club Pro)	Only on purchase of select specified product models	Equal to or more than INR 50000.00 (Rupees Fifty Thousand)
Samsung Smart Club Pro	INR 75000.00- (Rupees Seventy Five Thousand) or more	Equal to INR 75000.00- (Rupees Seventy Five Thousand) or more (from Samsung Smart Club)	Only on purchase of select specified product models	Equal to or more than INR 20000.00 (Rupees Twenty Thousand)
Samsung Smart Club Plus	INR 15000.00 (Rupees Fifteen Thousand) or more	NA	NA	NA

Note: Subject to the terms and conditions of the Program (as amended from time to time), Customer once enrolled as a Member under the Program, the membership would continue and be renewed automatically every 2 years except that the renewal at the same Tier shall be subject to meeting the criteria stated above on the renewal due date, failing which the Member would be downgraded to the next Tier.

Member can withdraw from the Smart Club program by reaching out to Samsung Smart Club helpdesk @ 1800-3001-3232 or ssc.support@samsung.com. Any outstanding points need to be used by the members before withdrawing from the Smart Club membership.

Note: Any point(s) existing in the member's account will cease to exist in case the membership is voluntarily revoked by the member.

B. Enrolment as a Member

On enrolling as a Member after successful activation of account with Membership Number and Mobile number/Email-Id duly registered, member will be issued a membership e-card. Member(s) are requested to retain this e-card for any future transaction and to avail of the benefits/privileges being offered under the Program.

In a scenario where Member does not have the e-card handy, Member's mobile number registered at the time of membership enrolment will be used as an identifier. On every future purchase, Member would be required to produce membership e-card at billing counter prior to invoicing to earn reward points.

In case the Member intends to avail of the benefits/privileges being offered under the Program from Authorised Online Store, no e-card would be required. In such a case, a Member would only be required to validate their membership using OTP received on their registered mobile number.

Further, enrolment as a Member and availing of Program Benefits can only be done in the name of the person mentioned on the invoice issued by the Outlet at the time of said purchase. Allocation of reward points is dependent on the purchase value of invoice.

B1. Enrolment as Member '(Offline)

On eligible purchase(s) as per terms and conditions of this Program and as per the Tier purchase value stated above in Table I, for purchase from **Authorised Offline Store**, the Customer will be issued a unique ID Number printed on the invoice and notified via SMS/Email/WhatsApp on registered mobile number/e-mail address/WhatsApp, as provided at the time of purchase. This ID number is to be used by the customer to enrol themselves in the Program within 30 days of purchase. Customers can enrol as a Member either by clicking on the link provided in the message or by logging on to https://www.samsung.com/in/web/loyalty-home with ID Number.

The Id number shall be active for 30 days from the date of purchase and in case any customer fails to enrol within the period of 30 days, the ID Number shall expire and said customer will not be eligible for enrolment as Member under this Program using the said purchase and the ID number.

Upon successful enrolment, this ID number will serve as the "Membership Number" under the Program.

Eligible Customers (Purchase >INR 15000) who purchased Samsung product/s through Authorised Offline store will be enrolled basis the Membership Enrollment Qualification/ Upgrade Criteria

B2. Enrolment as Member (Online)

For Online (Shop App)

There is no "eligibility" criteria for enrolling as Member for Authorised Online Store.

On or after 6th October 2022, Customers will be enrolled into the Samsung SmartClub program once he/ she registers or logs-in to Samsung Shop App/.com using his/ her mobile number.

Welcome Vouchers- All registered Shop App customers will be eligible to receive E-vouchers worth INR 5,000 (INR 2000 for Mobiles & Accessories and INR 3000 for Consumer Electronics Products).

These vouchers can only be redeemed on Samsung Shop App. Validity of these two Vouchers as mentioned above will be six months from the date of Voucher Credit.

B. Program Benefits Conditions

Category	Reward Points(Tier as on Purchase Date)			Benefits
	Upon eligible purchase (per INR 100 spent post discounts/ offers)**	Special Incentive upon filling Survey (One Time)	Free Service Point (Once per year)*	
Samsung Smart Club Elite	2 points	250 points	1000 points	- Samsung Event Invitations (Non-Transferable) -10% discount on parts at Samsung Service Outlets^Ss
Samsung Smart Club Pro	1.5 points	250 points	500 points	
Samsung Smart Club Plus	1.25 points	200 points	NA	

^{**}Up to 2%/1.5%/1.25% points on invoice value will be credited for Elite/Pro/Plus tier respectively,

Points shall be awarded subject to the purchase not falling under "Bulk Purchase (as provided in **Annexure A**)" and subject to restriction on earning points to the limited numbers of products from each category during a specified period of time.

Members shall be eligible to get special incentive upon filling survey form available post enrolment in the program as stated above. Special Incentive accrued shall reflect in the account upon completing the Survey.

Note: Survey Points remain valid as per the validity clause provided herein. No points can be earned or credited on retrospective basis. All points earned and credited to the Member's account have limited period validity for redemption. Refer Redemption Section.

^{*}Annual Service Points are awarded once a year to Samsung Smart Club Elite and Pro members (1000 and 500 respectively) which can be redeemed only at Samsung exclusive service centres.

- ^ 10% Discount on Parts is applicable only to enrolled "Elite" tier customers of the Smart Club Program on their registered mobile numbers only.
- It is applicable ONLY on parts (subject to a maximum of INR 5,000/- per calendar year) and can be claimed by the Elite tiered members in multiple orders in a calendar year.
- For Eg- If a customer avails a 10% discount on parts amounting to INR 3000 on the 1st of Jan of a given year, he/she can use the remaining INR 2000 discount (10% on parts cost) by the 31st of Dec of that year ONLY.
- The unutilized offer amount of one calendar year cannot be carried forward to the next year.
- Offer can only be applied on valid Serial/IMEI numbers registered/recorded under the SmartClub program.
- Offer is applicable only on products purchased from Samsung Exclusive channels > Samsung exclusive retail outlets/Samsung.com/Samsung Shop App and not applicable on purchases via any other channel/s.
- Above offer cannot be clubbed with "SmartClub Points including Loyalty Service points for redemption" or any other discount / FOC repair.
- All existing SmartClub terms and conditions shall continue to be applicable in addition to the above.

D. Reward Points Value Validity

Each Reward Point earned will have value of INR 1. Point value at redemption may change without prior notice.

Points can be redeemed by the Member only and not by any third person on behalf of the Member.

Points earned in this Program shall be valid and can be redeemed within limited period as per Table III from the date of accrual of those Points after which the points shall lapse/ stand forfeited.

Consolidated details of the Reward points earned and remaining or expiring shall be sent to the Member(s) on a monthly basis on their registered email IDs. The same can also be viewed using a Dashboard that will be facilitated to the members upon logging on to Samsung Smart Club Portal https://www.samsung.com/in/web/loyalty-home.

Samsung shall not be liable and responsible in case the Member fails to redeem the reward points.

Table III: Points validity period

Category		Validity from the date of accrual
Deigh comed through gurahages	Before 30/09/2023	2 years
Point earned through purchases	On or after 01/10/2023	3 years
Points credited on filling survey on progr	1 year	
Points earned through any other campaig	As per applicable validity terms for the campaign	

E. Redemption Process

Member(s) can redeem their accumulated points for corresponding denomination only at Authorised Offline/Online Stores on all products, unless limited by the event of the points (to be redeemed) or a

part thereof having been earned through special campaigns limiting the usage of said points to specific products only.

Member can redeem a minimum of 1 point and maximum of 50,000 points at the time of purchase in authorized offline stores whereas in online i.e. Samsung Shop (i.e samsung.com/in or Samsung Shop app), the maximum amount of points redeemable is 5000 or 90% of the transaction value, whichever is lower.

Points can also be redeemed towards cost of service of Samsung products at Samsung Service Centres or other redemption options as may be available on Program website from time to time.

Customer needs to check for availability of redemption of Reward points at authorised channels when intending to do so.

Reward Points once redeemed by the Member cannot be cancelled.

F. Product Returns and Refund Adjustments

In case a Member, due to any reason whatsoever, returns any Samsung product, towards purchase of which the reward points have already been credited to his/her membership account, such reward points shall also be reversed from the membership account.

In such case or situation, if either the membership was acquired or upgraded in Tier, such change shall be cancelled and shall be restored to status as it stood prior to the purchase immediately, including and not limited to reversal of any points and privileges credited during the intervening period.

In case the balance reward points in the membership account are less than the points required to be reversed or have been used by the Member in any manner whether fully or partially, amount equivalent to the used reward points shall be debited from the refund cash amount by the dealer of the said Authorised Offline/Online Store.

Membership Points, benefits and privileges are non-transferable/ non-assignable.

G. Member Obligations and Responsibilities

By participating in the Program, each Member represents and warrants that he/she is legally competent to enter into binding contracts under applicable laws. By taking part and/or entering into the Program the Member warrants that all information provided by the Member regarding his/ her name, age, state, city, address, phone number, etc., is true, correct, accurate and complete and that the Member is authorized to provide such information and consents to the use of such information by Samsung.

Once the Member enters the above information he/she cannot make any changes to the same. Any change required shall have to be informed to Samsung at Samsung Smart Club helpdesk @ 1800-3001-3232 or ssc.support@samsung.com and the same shall be subject to submission of requisite documents (as will be informed to Member from case to case basis). Samsung reserves the right to reject the request for change if it is not satisfied with the reason for change or the documents submitted by the Member. No claims shall be entertained in this regard against Samsung.

By getting enrolled in Program the Member voluntarily agrees to receive Program specific or promotional communication regarding Samsung Products. Member hereby understand that all information provided by Member will be protected subject to Samsung's https://www.samsung.com/in/info/privacy/.

Samsung reserves the absolute right to amend the terms and conditions of the Program or cancel or discontinue the Program or any part thereof without giving any reasons or prior notice. Samsung reserves the right to substitute the Rewards under this Program with any other offer or points etc at its sole discretion. Program shall be void, if prohibited by law. In such case, Samsung shall not be liable to provide any gift(s)/ Rewards or compensation to the Member on any account.

By participating in the Program, the Member agrees that the Samsung shall not be liable for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Program or with the acceptance, possession, or use of Rewards (except any liability which may not be excluded under applicable law). Further, Member hereby agrees to indemnify and keep the Samsung, their directors, officers, representatives, employees and agents against any and all claims, issues and liabilities arising out of this Program.

Members must not act in way that breaches these Terms & Conditions or abuse or misuse the Program, any rewards, benefits, facilities, services or arrangements accorded to the Member as a result of Membership.

A Member cannot encash / sell / purchase / transfer / assign the reward points. The points can only be used/redeemed for purchases at Authorised Offline/ Online Stores.

Member can only earn reward points as per the terms and conditions of the Program or as per the scheme offered under the Program. In case of death of a Member, all reward points accumulated will cease and no transfer/ encashment of the reward points will be made.

Member(s) is responsible for regularly checking their Membership Account and must notify Samsung of any omissions, incorrect entries or other discrepancies. Member(s) will be solely responsible to maintain the confidentiality of his/her own membership account. Member(s) agree to accept responsibility for all activities that occur under their account.

Members shall themselves be responsible for the awareness of the Program rules and their entitlements and redemption of the reward points. Samsung shall not be responsible or liable for the failure of any communication to reach the Member on account of wrong address, lost or delayed mail or for any other reason.

All applicable taxes including but not limited to income (withholding) tax and any other statutory levy as may be applicable from time to time in relation to the reward points shall be borne by the Member. The Member is solely responsible for any other expense related to the acceptance of Reward and Samsung shall not in any manner be liable or responsible for the same.

H. Communication

All communication with Members will be made through WhatsApp/e-mail and/or SMS as per the contact details mentioned in the enrolment form. All communication directed to this address or any other address intimated in writing to the Samsung Smart Club Program, will be deemed to have been received by the Member.

Any change in the address, or other profile update details (except Membership No., Name, Date of birth) must be done by the Member through the loyalty portal. Customer may take guidance for the same by calling Samsung Member Helpline number at 1800-3001-3232.

In case of discrepancy of point calculation, Member can raise complaint within 7 days of the receipt of Reward Point statement at ssc.support@samsung.com. Samsung shall have the right to review the

Reward Points awarding procedure and make necessary amendments, if required. Failure to report any discrepancy within 07 days of receipt of the Reward Points statement by the Member shall be deemed that the Member has no dispute on the accumulated Points and Member has unconditionally accepted the Points Statement as final.

In case of any issue or concern related to this Program, please raise it to Samsung Smart Club helpdesk @ 1800-3001-3232 from 09:00 AM to 08:00 PM, Monday to Saturday (Excluding National Holidays), within 90 days of the issue or concern occurrence, beyond which no issue or concern shall be entertained by Samsung.

I. Samsung Rights Disclaimers

Right to verify the credentials / other details of the Customer applying for membership or even enrolled Member at any stage and allow or disallow or terminate membership to Program without giving any reasons whatsoever, is reserved. In case of any discrepancy or mismatch in the name / age of the Customer/ Member at any stage of the Program period, membership and/or benefits can be put on hold or be made unavailable and may even extend to withdrawal of the benefits wrongly availed by the Member. Decision of Samsung in this regard shall be final and no challenge shall be entertained. To resolve such disconnects, Customer needs to reach the dedicated helpline or respond to calls from Samsung including submission of requested documents for verification/ re-verification.

Samsung shall not be responsible for non-availability of this Program at any Outlet(s). Customers are advised to check the availability of this Program before making any purchase from any of the Outlet(s).

Samsung at its sole discretion reserves the right to add, modify, delete or otherwise change any of these terms and conditions, benefits, rewards or reward levels pertaining to the Program from time to time.

Samsung reserves the right to discontinue the Program or terminate membership of an individual without assigning any reason whatsoever. In case of termination of the Program by Samsung, the member will be given an option to redeem the accumulated points by the date specified by Samsung failing which all points shall stand forfeited. Accrual of Points under this Program will cease immediately on termination of the Program.

Samsung reserves the right to withhold/deactivate i.e. reject or block the membership respectively, at any point of time in case the Customer/Member is found breaching the terms and conditions of this Program or using Fraudulent Means of registering as Member. "Fraudulent Means" includes but not limited to not disclosing as Bulk Purchaser (refer Annexure A), registering for someone else's product, etc. In case any fraud is suspected the Membership shall be deactivated by Samsung and in such case all reward points accrued shall become null and void and no claims shall be entertained against Samsung in this regard. Also, while the Membership is on hold neither any fresh points shall be credited to the account on fresh purchase nor a Member can redeem any reward points in his/her account. Further, Samsung reserves the right to withdraw or cancel the value of any reward points from the Member's balance in such scenarios. Samsung reserves the right to adjust a Member's total reward points if reward points have been incorrectly credited for any reason. Samsung shall not be liable for any loss or damage suffered resulting from withholding/cancellation/ withdrawals made in accordance with these terms and conditions.

Decision, interpretation of the Samsung in relation to the Program and the matters incidental thereto shall be final and binding on the Member(s). Disputes, controversies and conflicts (collectively "Disputes"), if any in respect of the Program shall subject to jurisdiction of courts located at New Delhi.

Additional terms may be applicable for redemption of the Points for Rewards and Members agree to abide by the same and Samsung shall not be responsible for such additional terms by participating third parties.

Samsung reserves the right to change the list of selected product categories and limits (as mentioned in Annexure A) on which the Reward Points are issued from time to time.

Membership can be put on hold for review and cancelled (in case Member fails review/ validation process) in the following circumstances – (a) if a Member is found ineligible based on the program eligibility clauses including but not limited to age, relationship with Samsung and purchase purpose, or (b) if a Member is found to have acted in contravention to terms of the Program or (c) in case of any discrepancy in invoice/ actual payment/ description and/or amount of product mentioned on the invoice etc. or (d) in case of any suspicious behavior or (e) for security of Membership account. When Membership has been put on 'hold', Samsung may request supporting document including but not limited to Invoice, Personal Identification, undertaking(s) for review/ validation of Membership purposes.

J. Definitions

"Bulk Purchase" means any purchase of the Samsung Products under this Program beyond the permissible limit and period as detailed under Annexure A and "Bulk Purchaser" refers to the person in whose name such purchase is concluded and who is ineligible to avail any benefits under this Program.

"Commercial" means and refers to purchase of the Samsung Products for or with the intent to resell/trade the product(s) to any third party and includes grant of use to any Institutional Consumer.

"Customer" means and refers to individual who has purchased Samsung Product(s). "Institutional Consumer" means and refers to person other than an individual. Eg. Company, Hospital etc.,

"Member" means an individual who is an Indian resident of between the age of 18 to 80 years and who has enrolled himself / herself by fulfilling the membership criteria defined.

"Points" or "Reward Points" means the points awarded to a Member upon meeting /achieving the criteria assigned by the Program Owner and credited into the Member's account.

"Program Benefits" means and refers to the Reward Points and Benefits under the Program and "Program Website" means and refers to samsungsmartclub.in

"Reward(s)" means entitlement(s) available to the Member upon redemption of his/her Points, wholly or in part(s), from his/her membership account, subject to the terms & conditions contained herein.

K. Annexure A

Fair Use Condition Grid/ Bulk Purchase

Customer/ Member shall receive Points in accordance with Membership Tier. In case the purchase made by Customer/ Member exceeds the category or number limit stated below they will not be eligible to receive any reward points on the excess purchase, however, Customer/ Member shall be eligible for a membership upgrade, subject to validation and review as per the criteria set by Samsung from time to time.

Categories	Products Quantity	Period
AC	3*	12 Months

TV	2	12 Months
Mobile	4	12 Months
Note PC	2	12 Months
WM/ Ref./Microwave/ Tablet	1	12 Months
Accessories	5	12 Months
Others (except listed above like Air-purifiers, Dish Washers etc.,)	3	12 Months

Note 1:*Reward Points applicable on purchase of a complete AC unit comprising both Indoor and Outdoor unit in a single invoice. No points shall be rewarded on purchase of only indoor or only outdoor unit. See below Illustration:

Invoice 1	1N Indoor Unit	Eligible for Points
invoice i	1N Outdoor Unit	Eligible for Points
Invoice 2	2N Indoor Units	Eligible for Points
mvoice 2	2N Outdoor Units	Eligible for Points
Invoice 3	3N Indoor Units	Not eligible for Points
invoice 3	2N Outdoor Units	Not eligible for Points
Invoice 5	2N Outdoor Units	Not eligible for Points
Invoice 6	2N Indoor Units	Not eligible for Points