

SAMSUNG CARE+ LITE TERMS AND CONDITIONS

1. TERMS, ACCEPTANCE AND INTERPRETATION

- 1.1 These terms and conditions (**Terms & Conditions**) set out the agreement between you and Samsung Electronics Australia Pty Ltd ACN 002 915 648 (**Samsung**) (the **Agreement**) in relation to your purchase and use of Samsung Care+ Lite (the **Program**).
- 1.2 You acknowledge that you have read and fully understood these **Terms & Conditions**. Your use of the **Program**, upon the **Start Date** (as defined in clause 3.3), constitutes acceptance to be bound by these **Terms & Conditions** as may be amended from time to time in **Samsung's** full discretion.
- 1.3 Words and phrases which appear in bold are defined in the context which they appear or in the definition clause 12 below.
- 1.4 A reference to "you" and "your" means the customer who seeks to enrol or has enrolled for the **Program**.

2. PROGRAM OVERVIEW

Subject to these **Terms & Conditions**, Samsung Care+ Lite entitles you to one **Mobile Refresh** of your **Registered Device** for any reason, over the 12 months from the **Start Date**.

3. ENROLMENT

- 3.1 *Eligibility criteria* – In order to apply for enrolment in the **Program** for an **Eligible Device** you must:
 - (a) provide your full name and email address; and
 - (b) pay the upfront **Enrolment Fee**.
- 3.2 *Time of application into the Program* – You must make your application either:
 - 3.2.1 at the time you purchase your **Eligible Device**; or
 - 3.2.2 up to 30 days after you purchase your **Eligible Device (Post Purchase Application)** subject to successfully completing the **Post Purchase Declaration** via the **Samsung Care+ Portal** including the following:
 - (a) uploading proof of purchase of your **Eligible Device**;
 - (b) confirmation that your **Eligible Device** is in your possession and in good working order by:
 - (i) uploading an image of the back of your **Eligible Device** and an image of the front of your **Eligible Device** with the **IMEI** displayed on screen; and
 - (ii) completing a declaration about the condition of your **Eligible Device**.
 - 3.2.3 If you do not complete the **Post Purchase Declaration** within 30 days from receipt of notice by **Samsung**, **Samsung** may reject your enrolment into the **Program**.
- 3.3 *Acceptance, rejection and Start Date* -

- 3.3.1 Your **Subscription** to the **Program** starts on the date that you receive your **Eligible Device**, which has been registered under the **Program** as a **Registered Device (Start Date)**.
- 3.3.2 If your application to enrol in the **Program** is unsuccessful, **Samsung** will inform you of this (by email, telephone or SMS) within:
- (a) 7 days of your application date where you made your application at the same time as you purchased your **Eligible Device**; or
 - (b) 30 days of your application date where you made a **Post Purchase Application**.
- 3.3.3 Your application may be unsuccessful:
- (a) if you have previously been rejected or terminated from the **Program** or service similar to the **Program**; or
 - (b) if you make a **Post Purchase Application** and:
 - (i) fail to comply with the requirements in clauses 3.2.2(a) and 3.2.2(b); or
 - (ii) the images you upload of your **Device** indicate that your **Device** is not in good working order, as reasonably determined by us; or
 - (c) for any other reasons in **Samsung's** reasonable discretion.
- 3.3.4 Your application for enrolment in the **Program** may be rejected or your **Subscription** to the **Program** may be terminated within 30 days of your application date if any of the eligibility criteria in clause 3.1 are not met.
- 3.3.5 Upon enrolment into the **Program**, your **Eligible Device** will become your **Registered Device**.

3.4 *Enrolment conditions* – You may enrol multiple **Eligible Devices** (each with a separate **IMEI** and MDN) under separate **Subscriptions**. You will be charged an **Enrolment Fee** for each enrolled **Eligible Device** and each **Subscription** will have separate **Mobile Refresh** entitlements.

4. FEES

4.1 *Enrolment Fee* – You will pay the applicable fee notified to you immediately prior to your application for enrolment (**Enrolment Fee**).

4.2 *Mobile Refresh Fee* - For each **Mobile Refresh Request** for a **Mobile Refresh** under these **Terms & Conditions** you will pay the applicable fee notified to you immediately prior to your **Mobile Refresh (Mobile Refresh Fee)**. The **Mobile Refresh Fee** must be paid once we accept your **Mobile Refresh Request** using the **Samsung Care+ Portal** or any other payment method that **Samsung** may choose to make available.

4.3 *Modified Devices* – If the **Registered Device** you bring into an **Authorised Service Centre** or mail-in to us pursuant to a **Mobile Refresh** has been subject to **Modification**, then **Samsung** will reject the **Mobile Refresh Request** at the time the **Registered Device** is received, your **Mobile Refresh Request** will be considered cancelled, and your **Registered Device** will be returned to you.

- 4.4 *GST* – All fees set out in this clause 4 and throughout these **Terms & Conditions** are inclusive of GST. In the event of a change to the rate of GST, **Samsung** reserves its right to adjust the **Fees** and prices accordingly.
5. **MOBILE REFRESH REQUEST**
- 5.1 You may make a **Mobile Refresh Request** by using the **Samsung Care+ Portal**.
- 5.2 *Limit* – You may file one **Mobile Refresh Requests** in the 12-month period from the **Start Date (Limit)**.
- 5.3 *Acceptance* - Your **Mobile Refresh Request** will only be accepted if:
- 5.3.1 you are successfully enrolled in the **Program**;
 - 5.3.2 you answer our questions about the **Condition** of your **Registered Device** to determine that it is eligible for a **Mobile Refresh**];
 - 5.3.3 the **IMEI** of the **Registered Device**, **Subscriber's** name and mobile phone number correspond with the information given to **Samsung** by you at enrolment or pursuant to any change in accordance with clause 8;
 - 5.3.4 you are within the **Limit** as set out in clause 5.2 above;
 - 5.3.5 **Samsung** has no reasonable belief that you have transferred, retained, sold, or hired your **Registered Device** to another person;
 - 5.3.6 the **Registered Device** has not been the subject of **Modification**;
 - 5.3.7 you provide any additional information reasonably requested by **Samsung**, including in the form of a signed confirmation or acknowledgment; and
 - 5.3.8 **Samsung** reasonably believes that you are not using the **Program** in a manner which is, or is reasonably believed to be, (i) fraudulent, illegal or related to any criminal activity, or (ii) intended to make a commercial gain.
- 5.4 Failure to truthfully answer our questions about the **Condition** of your **Registered Device**, as described in clause 5.3.2, may result in your **Mobile Refresh Request** being cancelled.
- 5.5 Once we have received your **Mobile Refresh Request**, you can choose either the **Walk-In Service** (subject to availability and your location) or **Mail-In Service** for your **Mobile Refresh**.
- 5.6 *Preparation* – You must turn off any personal lock security features, back-up your data, remove your SIM card or memory card, and complete a factory reset on your **Registered Device** before bringing in or mailing in your **Registered Device**. **Samsung** bears no liability for any loss or damages incurred by you for failing to conduct the Preparation required for a **Mobile Refresh**.
- 5.7 If we receive your **Registered Device** and we determine upon inspection that we are unable to complete the **Mobile Refresh** due to the condition of your **Registered Device**, we will cancel your **Mobile Refresh Request** and return your **Registered Device** to you. If you have paid a **Mobile Refresh Fee**, this will also be refunded back to the same credit card used for payment.
- 5.8 *Cancellation* – If you do not bring in or mail-in your **Registered Device** within 7 days of making the **Mobile Refresh Request**, we will cancel your **Mobile Refresh Request**.

5.9 *Data left on Device and transfer* – You shall be solely responsible for all data stored in your **Registered Device** and you shall delete all data from the **Registered Device** before providing it to **Samsung**. **Samsung** is not responsible for data you leave on the **Registered Device** and will not transfer any such data or information between the **Registered Device** and another device.

6. DELIVERY

6.1 *Address* – Delivery must be to your registered or billing address, which cannot be a PO Box. **Samsung** will not deliver your **Registered Device** to any public place.

6.2 *Timings* –

6.2.1 **Mail-In Service** – Your **Mobile Refresh** will take approximately 2 **Business Days** (excluding delivery times).

6.2.2 **Walk-In Service** – Your **Mobile Refresh** will take approximately 1 to 4 hours on a **Business Day**.

6.2 *Parts Availability* – If a device part is not available at the time you make a **Mobile Refresh Request**, this may impact the timings stated in clause 6.2. We will inform you of the delay and the updated timings to complete your **Mobile Refresh Request**.

6.3 *Costs* – Deliveries to an address in Australia will be made at no charge to you.

6.4 *Acknowledgement* – You acknowledge that:

6.4.1 the **Program** is not intended to be used for commercial gain;

6.4.2 **Samsung** will delete all data on the **Registered Device** without reference to you; and

6.4.3 where your **Registered Device** is replaced under a warranty claim or pursuant to any statutory Consumer Guarantee, you must contact **Samsung** through the **Samsung Care+ Portal** to advise us of the replacement **IMEI** number.

7. TERM AND TERMINATION

7.1 **Samsung** will supply the **Program** to you from the **Start Date** until it is terminated in accordance with this clause.

7.2 *Termination by you* – You can terminate your **Subscription** to the **Program** in the following circumstances:

7.2.1 if you are entitled to reject the **Device** under the Australian Consumer Law (for example, because of a major failure) and you elect to return the **Device** for a refund; or

7.2.2 your **Device** is subject to a recall and is returned.

If you elect to terminate your **Subscription** in accordance with clause 7.2.1 or 7.2.2, **Samsung** will discuss with you any available refund options in relation to your **Subscription**.

7.3 *Termination by Samsung* – **Samsung** may immediately terminate your **Subscription** to the **Program** and the **Agreement** at any time if **Samsung** reasonably believes that:

7.3.1 you are using the **Program** (whether intentionally or not) in a way that may adversely impact the reputation of **Samsung**;

7.3.2 you are using the **Program** in a manner which is, or is reasonably believed to be:

- (a) fraudulent, illegal or related to any criminal activity; or
- (b) intended to make a commercial gain;
- (c) you have breached, or are likely to breach, these **Terms & Conditions**;
- (d) you are or **Samsung** reasonably believes that you may become bankrupt or unable to pay your debts as they fall due;
- (e) you have provided **Samsung** with incorrect, false or incomplete information;
- (f) you have not paid any amounts due to **Samsung** under these **Terms & Conditions** for a period exceeding 60 days from its due date; or
- (g) you are likely to create imminent harm or harass or are abusive to any personnel of **Samsung** and its service providers, sub-contractors and agents.

7.4 *No transfers* – Your **Subscription** to the **Program** and the **Agreement** will terminate immediately if **Samsung** discovers that you have transferred, sold, displayed for sale, or let on hire your **Registered Device**. Your **Subscription** cannot be transferred to another person, and any person who acquires your **Registered Device** will not have any benefit under these **Terms & Conditions**.

7.5 *Consequences of termination* -

7.5.1 *No reactivation* – If your subscription to the **Program** has been terminated in relation to a **Registered Device**, your subscription to the **Program** cannot be reactivated for that **Registered Device**.

7.5.2 *Open Mobile Refresh Request* – If you have made a **Mobile Refresh Request** which is not fulfilled as at the time of the termination, the **Mobile Refresh Request** may be cancelled.

8. CHANGE OF REGISTERED DEVICE

8.1 Your **Registered Device** may not change except for the exchange of your **Registered Device** under a warranty scheme or statutory Consumer Guarantee.

8.2 You must inform **Samsung** through the **Samsung Care+ Portal** of any change under clause 8.1 and provide proof of the exchange where necessary in order for **Samsung** to update its records with the **IMEI** of the new **Device**, from which time the new **Device** will become the **Registered Device**.

9. DATA PRIVACY

9.1 *Device Program* – The **Samsung** Privacy Policy which may be found at <https://www.samsung.com/au/info/privacy/> or such other link as may be notified by **Samsung** from time to time (**Privacy Policy**), which applies to the **Program**.

9.2 *Consent* – You also agree that by:

10.2.1 making an application to enrol for or continuing to use the **Program**, you are giving consent to **Samsung** and its service provider, **Asurion**, to collect, use and/or disclose your **Personal Information** in accordance with the **Data Privacy Laws** and the **Privacy Policy** for the purposes of:

- (a) assessing your eligibility to enrol, and continuing to be enrolled in the **Program** or using the **Program**;
- (b) providing you with the **Program**;
- (c) processing applicable **Fees**;
- (d) allowing direct and indirect contact with you in connection with the **Program**;
- (e) managing commercial risks, and preventing, detecting, and investigating suspected illegal activity, fraud, or disputes (collectively the **Purposes**);
- (f) complying with any relevant governmental and/or regulatory authorities where legally required;

10.2.2 using the **Program**, you consent to **Samsung's** service provider, **Asurion**, storing or hosting data with **Asurion's** affiliates, partners and subsidiaries, or with **Asurion's** unaffiliated third parties including third-party service providers, whether in Australia or other countries, for the purpose of providing you with the **Program** or for any other purpose specified in the **Privacy Policy**.

10. MISCELLANEOUS

- 10.1 *Australian Consumer Law and Consumer Guarantees* – Nothing in these **Terms & Conditions** is intended to exclude, restrict or modify any consumer rights under the *Competition and Consumer Act 2010* (Cth) (**CCA**) or any other legislation which may not be excluded, restricted or modified by agreement. If the **CCA** or any other legislation implies a condition, warranty or term into the **Terms & Conditions** or provides statutory guarantees in connection with these **Terms & Conditions**, in respect of goods and services supplied, **Samsung's** liability for breach of such a condition, warranty or other term or guarantee is limited to (at **Samsung's** election), to the extent it is able to do so: (a) in the case of supply of goods, **Samsung** doing any or more of the following: (i) replacing the goods or supplying equivalent goods; (ii) repairing the goods; (iii) paying the cost of replacing the goods or of acquiring the equivalent goods; and/or (iv) paying the costs of having the goods repaired; or (b) in the case of supply of services, **Samsung** doing either or both of the following: (i) supplying the services again; and/or (ii) paying the cost of having the services supplied again. When you request a **Mobile Refresh** under the **Program**, we will ask you to provide information about your **Registered Device** to determine if there is a defect or failure that is covered under the **CCA**. Any remedy under the Australian Consumer Law will not be considered a **Mobile Refresh** under this **Agreement** and a **Mobile Refresh Fee** will not be payable.
- 10.2 *Changes* – The features and services of the **Program**, these **Terms & Conditions** and the **Fees** are subject to change. **Samsung** will notify you of any changes that are likely to be of material detriment to you through the **Website**. The latest version of these **Terms & Conditions** will be made available on the **Website**.
- 10.3 *Service providers, contractors and third parties* – **Samsung** has appointed **Asurion** to provide services in respect of the operation of the **Program**, including dealing with all customers, and processing payments on **Samsung's** behalf. **Samsung** may also use other third parties in respect of the **Program**. Actions taken by any party appointed by **Samsung** are taken to be actions of **Samsung** in relation to

the **Program** and your sole recourse will be against **Samsung** and not **Asurion** or any other third party.

10.4 *Governing law* – The **Agreement** will be governed by and construed in accordance with the laws of New South Wales, Australia.

10.5 *Entire agreement* – This **Agreement** represents the parties' entire agreement in relation to Samsung Care+ Lite and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

10.6 *Promotions* – **Samsung** may from time to time offer promotions relating to all or any of the **Program**. Any such promotions shall be governed by the terms and conditions of the applicable promotion, and by these **Terms & Conditions** to the extent that the promotion's terms and conditions are silent. In the event of any conflicts between a promotion's terms and conditions and these **Terms & Conditions**, the promotion's terms and conditions shall prevail.

11. ENQUIRIES

If you have any queries, complaints, claims or feedback regarding the **Program**, please contact **Samsung** by using the **Samsung Care+ Portal**.

12. DEFINITIONS

Asurion means Asurion Australia Pty Ltd (ABN 18 155 388 275).

Authorised Service Centre means a repair service centre authorised by **Samsung** to complete **Mobile Refresh Requests**.

Business Day means any day except Saturday and Sunday and any public holiday recognised in the State of New South Wales.

Condition means your device is in the condition of a **Good Working Order Device**.

Courier means a third-party logistics agent appointed by **Samsung** to make deliveries in relation to the **Program**.

Credit Card includes: VISA and MasterCard credit cards or any other credit card advised to you at the time of payment.

Data Privacy Laws means Commonwealth, State and/or Territory legislation in relation to the collection, use, storage, transfer, security or disclosure of any personal information, including (without limitation) the *Privacy Act 1988* (Cth).

Device means an Australian variant of a **Samsung** mobile wireless device that:

- (a) has a display screen;
- (b) supports one or more wireless network connectivity options; and
- (c) is operated using voice, touch or a miniature keyboard.

It does not include any **Device Accessories**.

Device Accessory means anything that is either:

- (a) provided by **Samsung**, as the original manufacturer, in the box with a **Device**; or
- (b) sold separately to be used in conjunction with a **Device**. It includes:
 - (i) SIM cards;
 - (ii) memory cards;

- (iii) chargers;
- (iv) ear buds;
- (v) boxes;
- (vi) cases;
- (vii) cables;
- (viii) mounts; and
- (ix) docking stations.

Device Category means the category outlined for your **Registered Device** as advised in your **Agreement** and the supported **Device** list on the **Website** at the time of your enrolment.

Eligible Device means a **Device** supplied to you:

- (a) as new by **Samsung** or any of its approved **Retail Partners** and is eligible to be registered in the **Program** at the time of purchase or transfer; or
- (b) by **Samsung** under warranty or Consumer Guarantee, the details of which (including the **IMEI**) you have reported to **Samsung** through the **Samsung Care+ Portal**.

Enrolment Fee has the meaning given to that term in clause 4.1.

Fees means the fees set out in clause 4 and clause 7.

Good Working Order Device means a **Registered Device** that is in good working order based on a series of our device condition questions assessing that your **Registered Device**:

- (a) does not have any damage other than a damaged screen and/or scratches to the side and/or back; and
- (b) subject to the remainder of this clause, functions normally including that it still boots on to the operating system, any physical buttons necessary to access the operating system are working as intended and it is still able to make phone calls. The **Registered Device** does not need to function normally where its inability to function normally is a direct result of the battery needing replacement.

GST means goods and services tax.

IMEI means the international mobile equipment identity number of a **Device**.

Hardware Modification means any modification made to a **Device's** hardware not undertaken or authorised by **Samsung**.

Limit has the meaning given to that term in clause 5.2.

Mail-In Service means the service where a **Subscriber** mails in their **Registered Device** to us, using the eLabel and secure packaging provided, for a **Mobile Refresh**.

Mobile Refresh means the following services performed on a **Registered Device**:

- (a) replacement of the screen or LCD (as necessary);
- (b) replacement of the battery;
- (c) buff and polish to remove scuffing and help to restore surface shine;

- (d) detailed clean; and
- (e) full diagnostic testing to determine if there are any technical issues.

Mobile Refresh Fee means the fee set out in clause 4.2.

Mobile Refresh Request means a request for a **Mobile Refresh** permitted under these **Terms & Conditions**.

Modification means **Software Modification** or **Hardware Modification** or both.

Personal Information means information or an opinion about an identified individual or an individual who is reasonably identifiable:

- (a) whether the information or opinion is true or not; and
- (b) whether the information or opinion is recorded in a material form or not;

and any additional meaning afforded under the *Privacy Act 1988* (Cth).

Post Purchase Declaration means a web form completed by you, within 30 days of receiving a request from **Samsung** via email to complete the declaration, regarding the condition of your **Eligible Device**.

Registered Device means an **Eligible Device** that **Samsung** has registered with reference to its **IMEI** for the **Program** in accordance with these **Terms & Conditions**.

Retail Partner means an agent, appointed by **Samsung** to sell **Subscriptions** under the **Program**.

Retail Store means any **Samsung** store or any retail store in Australia approved by **Samsung** to sell the **Program**.

Samsung means Samsung Electronics Australia Pty Ltd (ABN 63 002 915 648)

Samsung Care+ Portal means an on-line web portal, which may be accessed via the **Website**, and which **Subscribers** will use to lodge **Mobile Refresh Requests** and carry out other administrative tasks in relation to the **Program**.

Samsung Store means a retail store branded as “Samsung” in Australia operated by or on behalf of **Samsung**.

Software Modification means modification made to a **Device’s** operating system not undertaken or authorised by **Samsung** and includes software modification known as ‘jail-breaking’ and ‘rooting’.

Start Date has the meaning given to that term in clause 3.3.1.

Subscriber means a subscriber to the **Program**, who has complied with all eligibility criteria and has been accepted into the **Program**.

Subscription means your subscription to the **Program**, pursuant to these **Terms & Conditions** and your **Agreement** with **Samsung**.

Walk-In Service means the service where a **Subscriber** brings in their **Registered Device** to an **Authorised Service Centre** for a **Mobile Refresh** on a **Business Day**.

Website means the **Samsung** website linked here (<https://www.samsung.com/au/>), which may change from time to time at the sole discretion of **Samsung**.