

Combined Target Market Determinations for Samsung New Galaxy Club (1 Year), New Galaxy Club (2 Year) and Samsung New Galaxy Club Monthly

19th June 2026

Introduction and Purpose

Samsung Electronics Australia Pty Ltd (ABN 63 002 915 648) (**Samsung** or **we, us, our**) is the issuer of Samsung New Galaxy Club (a '**Product**').

The Target Market Determination (**TMD**) has been made to:

- describe the class of consumers the Product has been designed for (referred to as the Target Market);
- describe the Product distribution conditions;
- specify the review periods and triggers we use to ensure the target market remains appropriate; and
- set out our reporting obligations and requirements.

The TMD does not take into account any individual consumer's personal financial situation, objectives or needs or form part of the Customer Terms and Conditions which are available from Samsung's website and should be considered before making a decision in relation to the products:

<https://www.samsung.com/au/new-galaxy-club/>

Definitions used throughout this document are contained in Annexure A.

SAMSUNG NEW GALAXY CLUB (1 YEAR) and SAMSUNG NEW GALAXY CLUB (2 YEAR)

TARGET MARKET DETERMINATION

Effective date: 19th June 2026

1. Target Market for Samsung New Galaxy Club

1.1 Product description

Samsung New Galaxy Club (1 Year) and Samsung New Galaxy Club (2 Year) (also referred to as '**the Product**') is only designed for and marketed to customers of Samsung. Customers are able to purchase a Samsung Galaxy Club subscription with the purchase of an eligible Samsung Galaxy smartphone.

A customer (otherwise known as a '**Subscriber**') can apply for the Product at the time they purchase a new Eligible Device, or up to 30 calendar days thereafter, from Samsung Online or from a Samsung Store. The subscription term for Samsung New Galaxy Club (1 Year) is 13 months and the subscription term for Samsung New Galaxy Club (2 Year) is 24 months. An Enrolment Fee applies and the Subscriber pays the Enrolment Fee prior to the application for the Product.

Samsung New Galaxy Club (1 Year) Subscribers can make one Swap Request or Mobile Refresh Request during the term of their subscription. Samsung New Galaxy Club (2 Year) Subscribers can make two Swap Requests or two Mobile Refresh Requests or one Swap Request and one Mobile Refresh Request during the term of their subscription.

Samsung New Galaxy Club (1 Year) and Samsung New Galaxy Club (2 Year) subscribers may also trade in their Registered Device and receive a Guaranteed Residual Value (a fixed percentage of their Registered Device's original Recommended Retail Price) in the form of a Trade-In Credit, subject to the Subscriber paying any applicable Guaranteed Residual Value Trade-In Fee(s) and the Security Charge, by lodging a Guaranteed Residual Value Trade-In Request during their Subscription term. The credit can be used to purchase a Next Generation Device from a Samsung Store or from Samsung Online.

1.2 Key attributes

The table below summarizes the Subscriber's entitlement based on the Subscription term selected:

Subscription option	Subscription Term	Entitlements
New Galaxy Club (1 Year)*	13 months	<ul style="list-style-type: none"> • One Swap Request; or • One Mobile Refresh Request; and • One Guaranteed Residual Value Trade-In Request in the 13-month period from the Start Date.
New Galaxy Club (2 Year)*	24 months	<ul style="list-style-type: none"> • Two Swap Requests; or • Two Mobile Refresh Requests; or • One Swap and one Mobile Refresh; and One Guaranteed Residual Value Trade-In Request in the 24-month period from the Start Date.

*only available for Eligible Devices.

(a) Making a Swap Request:

- A Subscriber can make a Swap Request for any reason during the Subscription term, provided that:
 - In the case of a New Galaxy Club (1 Year) Subscription, they have not already made a Swap Request or a Mobile Refresh Request; or
 - In the case of a New Galaxy Club (2 Year) Subscription, they have not already made two Swap Requests or two Mobile Refresh Requests or one Swap Request and one Mobile Refresh Request.
- When making a Swap Request, the Subscriber must pay the applicable Swap Fee¹.
- Upon acceptance of a Swap Request, the Subscriber is provided with a Like Mobile Device that has the same or similar specifications to their Registered Device, and may be refurbished or new.
- As a condition of making a Swap Request, the Subscribers must return their Registered Device to Samsung. If the Registered Device is not returned within 14 calendar days from the date the Like Mobile Device is received, a Device Non-Return Fee will apply.
- If the Device Non-Return fee cannot be successfully charged, the Like Mobile Device may be temporarily disabled until either the Registered Device is returned or the Device Non-Return Fee is paid.

Provided the same or similar device is in stock, a Like Mobile Device will be posted to the Subscriber either on the same business day, or the next business day, upon acceptance of the Swap Request.

¹ Swap Fee, Mobile Refresh Fee and the Guaranteed Residual Value Trade-In Fee will vary depending on the Galaxy model.

(b) Making a Mobile Refresh Request:

- A Subscriber can make a Mobile Refresh Request for any reason during the Subscription term, provided that:
 - In the case of a New Galaxy Club (1 Year) Subscription, they have not already made a Swap Request or a Mobile Refresh Request; or
 - In the case of a New Galaxy Club (2 Year) Subscription, they have not already made two Swap Requests or two Mobile Refresh Requests or one Swap Request and one Mobile Refresh Request.
- Eligibility of the Registered Device for a Mobile Refresh will be assessed by Samsung based on the Subscriber's responses to eligibility questions and an inspection of the device when it is received at the warehouse by Samsung's appointed agent.
- Upon acceptance of a Mobile Refresh Request, the Subscriber must pay the applicable Mobile Refresh Fee¹.

(c) Making A Guaranteed Residual Value Trade-In

- A Subscriber can make a Guaranteed Residual Value Trade-In Request during their Subscription term, irrespective of prior Swap or Mobile Refresh use, if the Next Generation Device is available for sale in the Australian market before the end of their Subscription term.
- When making a Guaranteed Residual Value Trade-In Request, the Subscriber must pay the applicable Security Charge and the Guaranteed Residual Value Trade-In Fee¹.
- The Guaranteed Residual Value of the Registered Device is calculated as a set percentage of the Registered Device's original Recommended Retail Price. The percentage applied depends on when the Guaranteed Residual Value Request is lodged and may be reduced by any applicable Guaranteed Residual Value Trade-In Fee(s).
- As a condition of making a Guaranteed Residual Value Trade-In Request, Subscribers must return their Registered Device to Samsung. If the Registered Device is not returned within 14 calendar days from the date the Subscriber receives their Next Generation Device, a Device Non-Return Fee will apply.
- If the Next Generation Device is not available for sale in the Australian market within:
 - the first thirteen (13) months of the Subscription term in the case of a New Galaxy Club (1 Year) Subscription, and the Subscriber is therefore unable to make a Guaranteed Residual Value Trade-In Request, Samsung will contact the Subscriber to advise them of the next steps.
 - the first twenty-four (24) months of the Subscription term in the case of a New Galaxy Club (2 Year) Subscription, and the Subscriber is therefore unable to make a Guaranteed Residual Value Trade-In Request, Samsung will contact the Subscriber to advise them of the next steps.
- Upon completion of the Guaranteed Residual Value Trade-In Request, the Subscription will automatically terminate and any unused entitlements will be forfeited.
- The Recommended Retail Price and associated Guaranteed Residual Value Trade-In Credit for Eligible Devices are outlined in the table below:

Eligible Device	Memory	RRP	Value of Trade-In Credit* up to the end of mth 13	Value of Trade-In Credit** from mth 14 to the end of mth 24
Galaxy S26	12+512GB	\$1,849.00	Up to \$924.50	Up to \$739.60
	12+256GB	\$1,549.00	Up to \$774.50	Up to \$619.60
Galaxy S26 Plus	12+512GB	\$2,149.00	Up to \$1,074.50	Up to \$859.60
	12+256GB	\$1,849.00	Up to \$924.50	Up to \$739.60
Galaxy S26 Ultra	16+1TB	\$2,949.00	Up to \$1,474.50	Up to \$1,179.60
	12+512GB	\$2,499.00	Up to \$1,249.50	Up to \$999.60
	12+256GB	\$2,199.00	Up to \$1,099.50	Up to \$879.60

*To receive the full Trade-In Credit, the Registered Device must be in Good Working Order and the Guaranteed Residual Value Trade-In Request must be lodged between:

- (a) the beginning of month nine (9) and the end of month thirteen (13) of the Subscription Term in the case of a New Galaxy Club (1 Year) Subscription; or
- (b) the beginning of month nine (9) and the end of month twenty-four (24) in the case of a New Galaxy Club (2 Year) Subscription.

**To receive the full Trade-In Credit, the Registered Device must be in Good Working Order and the Guaranteed Residual Value Trade-In Request must be lodged between month fourteen (14) and the end of month twenty-four (24) of the Subscription term.

1.3 Target market

The table below summarises the classes of consumers for whom the Samsung New Galaxy Club is likely to be appropriate (target market) and those for whom it is unlikely to be appropriate (outside the target market).

	Inside the target market	Outside the target market
Samsung New Galaxy Club (1 Year) and Samsung New Galaxy Club (2 Year)	<p>A person is in the target market if they:</p> <ul style="list-style-type: none"> • purchase a new eligible Galaxy smartphone from Samsung Online or from a Samsung Store; • are seeking the convenience of being able to Swap their Galaxy smartphone, or receive a Mobile Refresh of their Galaxy smartphone, for any reason; • are seeking a guaranteed residual trade-in credit for their Galaxy smartphone to use towards the purchase of a New Generation Device. 	<p>A person is not in the target market if they:</p> <ul style="list-style-type: none"> • do not purchase a Galaxy smartphone from Samsung Online or from a Samsung Store; • have purchased an eligible Galaxy smartphone from Samsung Online or from a Samsung Store more than 30 calendar days prior; • are seeking the benefit of replacement in the event their Galaxy smartphone is lost or stolen (as the Product is not a policy of insurance).

1.4 Consumer's likely financial situation, objectives and needs

Samsung New Galaxy Club comprises multiple components. Each component is designed for consumers with the following likely objectives, financial situation, and needs.

(a) Swap component

The Swap component of the Samsung New Galaxy Club is designed for consumers who:

- have an income and/or savings sufficient to meet the applicable subscription fees and Swap fees;
- wish to manage the risks of being without their Galaxy smartphone, including not remaining connected to family, friends and colleagues;
- wish to swap their device for any reason without the need to substantiate loss;
- wish to swap their device for reasons not ordinarily covered by a policy of insurance (including cosmetic damage and fair wear and tear).

(b) Mobile Refresh component

The Mobile Refresh component of the Samsung New Galaxy Club is designed for consumers who:

- have an income and/or savings sufficient to meet the applicable subscription fees and Mobile Refresh fees;
- seek certainty regarding the cost of obtaining Mobile Refresh services during the term of their subscription;
- recognise the importance of maintaining their Galaxy smartphone to optimize its performance and usability;
- wish to restore their device screen for reasons not ordinarily covered by a policy of insurance (including cosmetic damage and fair wear and tear).

(c) Guaranteed Residual Value Trade-In component

The Guaranteed Residual Value Trade-In component of the Samsung New Galaxy Club is designed for consumers who:

- have an income and/or savings sufficient to meet the applicable subscription fees and applicable Guaranteed Residual Value Trade-In Fee(s);
- have a payment card with sufficient funds to pay the Security Charge;
- want the option to trade in their Galaxy smartphone and receive a guaranteed trade-in credit, regardless of its condition;
- seek to reduce the future cost of purchasing a Next Generation Device.

The Product is likely to be consistent with the likely needs, objectives and financial situation of the target market, as it is designed for consumers who value the risk management, convenience and device lifecycle benefits provided by Samsung New Galaxy Club.

2. Distribution conditions

The following distribution conditions apply the Product:

Condition 1	<u>Permitted distributors</u> The Product is designed to be distributed via Samsung Online and Samsung Stores.
Condition 2	<u>Timing and channel of purchase</u> The Product may be purchased from Samsung Online or from a Samsung Store: <ul style="list-style-type: none"> • at the time of purchasing a new eligible Galaxy device; or • within 30 calendar days after the purchase of the new eligible Galaxy device
Condition 3	<u>Compliance with this TMD</u> The Product must only be distributed in accordance with this TMD and must not be distributed if: <ul style="list-style-type: none"> • this TMD is not current; or • the TMD is subject to any regulatory action indicating that it may no longer be appropriate.

For consumers who purchase the Product within 30 calendar days after purchasing an eligible Galaxy device, Samsung uses a combination of customer declarations and verification technology to confirm that:

- the consumer has purchased a new eligible Galaxy device; and
- the device is good working order at time of purchase of the Product.

The Product is distributed on a 'no advice' basis. No financial product advice (general or personal) is provided in relation to the Product.

These distribution conditions are intended to support distribution of the Product only to consumers within the target market for whom the Product has been designed.

3. Review of the TMD

Samsung will review the TMD in accordance with the table below.

Initial Review	Within the first 12 months of the Original Effective Date.
Period Reviews	At least every 2 years from the Initial Review.
Review Events or Triggers	This TMD will be reviewed within 10 business days of any of the following events or circumstances occurring which may indicate that the TMD is no longer appropriate: <ul style="list-style-type: none"> • a material change to the terms or eligibility criteria; • a material change to the distribution conditions; • a material change to a factor considered in the preparation of this TMD; • significant or systemic complaints issues;

- | | |
|--|--|
| | <ul style="list-style-type: none">• material changes in law, regulation or regulatory guidance which materially impact the design or distribution of the Product;• an external adverse event has occurred (such as media attention or regulatory action);• a significant dealing outside the target market has occurred;• material product value concern. |
|--|--|

4. Reporting and monitoring

Samsung collects information and prepares monthly reports on the following:

- sales performance (including number of new subscribers);
- Swap Request, Mobile Refresh Request and Guaranteed Residual Value Trade-In Request levels;
- customer feedback and complaints.

4.1 Reporting to ASIC

If Samsung becomes aware of a significant dealing in relation to the Product that is inconsistent with this TMD, it will report the matter to ASIC as soon as practicable, and no later than 10 business days after becoming aware.

SAMSUNG NEW GALAXY CLUB (MONTHLY)

TARGET MARKET DETERMINATION

Effective date: 19th June 2026

1. Target Market for Samsung New Galaxy Club Monthly

1.1 Product description

Samsung New Galaxy Club Monthly (also referred to as '**the Product**') is only designed for and marketed to customers of Samsung. Customers are able to purchase a Samsung Galaxy Club subscription with the purchase of an eligible Samsung Galaxy smartphone.

A customer (otherwise known as a '**Subscriber**') can apply for the Samsung New Galaxy Club at the time they purchase a new Eligible Device from Samsung Online only. The Subscriber cannot make an application for the Product after the Eligible Device has been purchased, nor can the Subscriber apply for the Product from a Samsung Store. The subscription term is 36 months. An Enrolment Fee applies and the Subscriber pays the first month's instalment of the Enrolment Fee prior to the application for the Product.

A Subscriber can make one Swap Request or Mobile Refresh Request in each 12-month period from the Start Date of their subscription. In addition, they can also trade in their Registered Device and receive a Guaranteed Residual Value (a fixed percentage of their Registered Device's original Recommended Retail Price), in the form of a Trade-In Credit, subject to the Subscriber paying any applicable Guaranteed Residual Value Trade-In Fee(s) and the Security Charge, by lodging a Guaranteed Residual Value Trade-In Request, within the first twenty-four (24) months of their Subscription term. This credit can then be used to purchase a Next Generation Device from a Samsung Store or from Samsung Online.

1.2 Key attributes

The table below summarises the Subscriber's entitlements:

Subscription option	Subscription Term	Entitlements
New Galaxy Club Monthly*	36 months	<ul style="list-style-type: none"> • One Swap Request in each 12-month period from the Start Date provided a Mobile Refresh has not already been performed in the same 12-month period; or • One Mobile Refresh Request in each 12-month period from the Start Date provided a Swap has not already been performed in the same 12-month period; <p style="text-align: center;">and</p> <ul style="list-style-type: none"> • One Guaranteed Residual Value Trade-In Request provided the Guaranteed Residual Value Trade-In Request is lodged within the first twenty-four (24) months after the Start Date.**

*only available for Eligible Devices purchased from Samsung Online.

** If the Subscriber does not make a Guaranteed Residual Value Trade-In Request within twenty-four (24) months after the Start Date, the Trade-In Credit associated with the Subscriber's Registered Device will be forfeited.

(a) Making a Swap Request:

- A Subscriber can make a Swap Request for any reason once in each 12-month period from the Product start date, provided a Mobile Refresh Request has not already been made in the same period.
- When making a Swap Request, the Subscriber must pay the applicable Swap Fee¹.
- Upon acceptance of a Swap Request, the Subscriber is provided with a Like Mobile Device that has the same or similar specifications to their Registered Device, and may be refurbished or new.
- As a condition of making a Swap Request, the Subscribers must return their Registered Device to Samsung. If the Registered Device is not returned within 14 calendar days from the date the Like Mobile Device is received, a Device Non-Return Fee will apply.
- If the Device Non-Return fee cannot be successfully charged, the Like Mobile Device may be temporarily disabled until either the Registered Device is returned or the Device Non-Return Fee is paid.

Provided the same or similar device is in stock, a Like Mobile Device will be posted to the Subscriber either on the same business day, or the next business day, upon acceptance of the Swap Request.

(b) Making a Mobile Refresh Request:

- A Subscriber can make a Mobile Refresh Request for any reason, once in each 12-month period from the Product start date, provided a Swap Request has not already been made in the same 12-month period.
- Eligibility of the Registered Device for a Mobile Refresh will be assessed by Samsung based on the Subscriber's responses to eligibility questions and an inspection of the device when it is received by Samsung's appointed agent.
- Upon acceptance of a Mobile Refresh Request, the Subscriber must pay the applicable Mobile Refresh Fee¹.

(c) Making A Guaranteed Residual Value Trade-In

- A Subscriber can only make one Guaranteed Residual Value Trade-In Request within the first twenty-four (24) months after the Start Date, irrespective of prior Swap or Mobile Refresh use, if the Next Generation Device is available for sale in the Australian market within the first twenty-four (24) months of the Subscription term.
- When making a Guaranteed Residual Value Trade-In Request, the subscriber must pay the applicable Security Charge and the Guaranteed Residual Value Trade-In Fee(s)¹.
- The Guaranteed Residual Value of the Registered Device is calculated as a set percentage of the Registered Device's original Recommended Retail Price. The percentage applied depends on when the Guaranteed Residual Value Request is lodged and may be reduced by any applicable Guaranteed Residual Value Trade-In Fee(s).
- As a condition of making a Guaranteed Residual Value Trade-In Request, Subscribers must return their Registered Device to Samsung. If the Registered Device is not returned within 14 calendar days from the date the Subscriber receives their Next Generation Device, a Device Non-Return Fee will apply.
- Upon completion of the Guaranteed Residual Value Trade-In Request, the Subscription will automatically terminate and any unused entitlements will be forfeited.
- If the Next Generation Device is not available for sale in the Australian market within the first twenty-four (24) months of the Subscription term, and the Subscriber is therefore unable to make a Guaranteed Residual Value Trade-In Request, Samsung will contact the Subscriber to advise them of the next steps.
- The Recommended Retail Price and associated Guaranteed Residual Value Trade-In Credit for Eligible Devices are outlined in the table below.

Eligible Device	Memory	RRP	Value of Trade-In Credit* up to the end of mth 13	Value of Trade-In Credit** from mth 14 to the end of mth 24
Galaxy S26	12+512GB	\$1,849.00	Up to \$924.50	Up to \$739.60
	12+256GB	\$1,549.00	Up to \$774.50	Up to \$619.60
Galaxy S26 Plus	12+512GB	\$2,149.00	Up to \$1,074.50	Up to \$859.60
	12+256GB	\$1,849.00	Up to \$924.50	Up to \$739.60
Galaxy S26 Ultra	16+1TB	\$2,949.00	Up to \$1,474.50	Up to \$1,179.60
	12+512GB	\$2,499.00	Up to \$1,249.50	Up to \$999.60
	12+256GB	\$2,199.00	Up to \$1,099.50	Up to \$879.60

*To receive the full Trade-In Credit, the Registered Device must be in Good Working Order and the Guaranteed Residual Value Trade-In Request must be lodged between month nine (9) and twenty-four (24) of the Subscription term.

**To receive the full Trade-In Credit, the Registered Device must be in Good Working Order and the Guaranteed Residual Value Trade-In Request must be lodged between month fourteen (14) and the end of month twenty-four (24) of the Subscription term.

1.3 Target market

The table below summarises the classes of consumers for whom the Samsung New Galaxy Club is likely to be appropriate (target market) and those for whom it is unlikely to be appropriate (outside the target market).

	Inside the target market	Outside the target market
Samsung New Galaxy Club (Monthly)	<p>A person is in the target market if they:</p> <ul style="list-style-type: none"> prefer to purchase a new Galaxy device from Samsung Online and not in-store. prefer to pay for the Product by way of smaller, regular payments rather than a single upfront payment. are seeking the convenience of being able to Swap their Galaxy smartphone, or receive a Mobile Refresh of their Galaxy smartphone, for any reason. are seeking a guaranteed residual trade-in credit for their Galaxy device (any condition), to use toward a New Generation Device. want the flexibility to terminate their Subscription at any time. 	<p>A person is not in the target market if they:</p> <ul style="list-style-type: none"> prefer to purchase a new Galaxy device in-store. do not purchase an eligible Galaxy smartphone from Samsung Online. do not purchase Samsung New Galaxy Club Monthly at the point of sale of an eligible Galaxy smartphone from Samsung Online. are seeking the benefit of replacement in the event their device is lost or stolen (as the Product is not a policy of insurance).

1.4 Consumer's likely financial situation, objectives and needs

Samsung New Galaxy Club comprises multiple components. Each component is designed for consumers with the following likely objectives, financial situation, and needs.

(d) Swap component

The Swap component of the Samsung New Galaxy Club is designed for consumers who:

- have an income and/or savings sufficient to meet the ongoing subscription fees and applicable Swap fees;
- wish to manage the risks of being without their Galaxy smartphone, including not remaining connected to family, friends and colleagues;
- wish to swap their device for any reason without the need to substantiate loss;
- wish to swap their device for reasons not ordinarily covered by a policy of insurance (including cosmetic damage and fair wear and tear);

(e) Mobile Refresh component

The Mobile Refresh component of the Samsung New Galaxy Club is designed for consumers who:

- have an income and/or savings sufficient to meet the ongoing subscription fees and applicable Mobile Refresh fees;
- seek certainty regarding the cost of obtaining Mobile Refresh services during the term of their Subscription;
- recognise the importance of maintaining their Galaxy smartphone to optimize its performance and usability;
- wish to restore their device screen for reasons not ordinarily covered by a policy of insurance (including cosmetic damage and fair wear and tear).

(f) Guaranteed Residual Value Trade-In component

The Guaranteed Residual Value Trade-In component of the Samsung New Galaxy Club is designed for consumers who:

- have an income and/or savings sufficient to meet the ongoing subscription fees and applicable Guaranteed Residual Value Trade-In Fee(s);
- have a payment card with sufficient funds to pay the Security Charge;
- want the option to trade in their Galaxy smartphone and receive a guaranteed trade-in credit, regardless of its condition;
- seek to reduce the future cost of purchasing a Next Generation Device.

The Product is likely to be consistent with the likely needs, objectives and financial situation of the target market, as it is designed for consumers who value the risk management, convenience and device lifecycle benefits provided by Samsung New Galaxy Club.

2. Distribution conditions

The following distribution conditions apply the Product:

Condition 1	<u>Permitted distributors</u> The Product is designed to be distributed only via Samsung Online. No other third parties are permitted to distribute the Product.
Condition 2	<u>Timing and channel of purchase</u>

	The Product may only be purchased from Samsung Online at the time of purchasing a new eligible Galaxy device.
Condition 3	<p><u>Compliance with this TMD</u></p> <p>The Product must only be distributed in accordance with this TMD and must not be distributed if:</p> <ul style="list-style-type: none"> • this TMD is not current; or • the TMD is subject to any regulatory action indicating that it may no longer be appropriate.

The Product is distributed on a 'no advice' basis. No financial product advice (general or personal) is provided in relation to the Product.

These distribution conditions are intended to support distribution of the Product only to consumers within the target market for whom the Product has been designed.

3. Review of the TMD

Samsung will review the TMD in accordance with the table below.

Initial Review	Within the first 12 months of the Original Effective Date.
Period Reviews	At least every 2 years from the Initial Review.
Review Events or Triggers	<p>This TMD will be reviewed within 10 business days of any of the following events or circumstances occurring which may indicate that the TMD is no longer appropriate:</p> <ul style="list-style-type: none"> • a material change to the terms or eligibility criteria; • a material change to the distribution conditions; • a material change to a factor considered in the preparation of this TMD; • significant or systemic complaints issues; • material changes in law, regulation or regulatory guidance which materially impacts the design or distribution of the Product; • an external adverse event has occurred (such as media attention or regulatory action); • a significant dealing outside the target market has occurred; • material product value concern.

4. Reporting and monitoring

Samsung collects information and prepares monthly reports on the following:

- sales performance (including number of new subscribers);
- Swap Request, Mobile Refresh Request and Guaranteed Residual Value Trade-In Request levels;
- customer feedback and complaints.

4.1 Reporting to ASIC

If Samsung becomes aware of a significant dealing in relation to the Product that is inconsistent with this TMD, it will report the matter to ASIC as soon as practicable, and no later than 10 business days after becoming aware.

ANNEXURE A

Definitions

The following definitions apply in each TMD:

Customer Terms and Conditions means the Samsung New Galaxy Club program Terms and Conditions as varied or amended from time to time.

Device Category has the meaning given to that term in the Customer Terms and Conditions.

Device Non-Return Fee is the fair market value cost to replace the Subscriber's original Registered Device or, if the model of the original Registered Device is no longer available, a similar device in the same Device Category.

Eligible Device has the meaning given to that term in the Customer Terms and Conditions.

Enrolment Fee(s) has the meaning given to that term in the Customer Terms and Conditions.

Good Working Order or GWO means a Registered Device which is in good working order, as reasonably assessed by Us in accordance with the device condition assessment performed using the Portal and our final assessment of the Registered Device upon our receipt of the Registered Device.

Guaranteed Residual Value Trade-In Fee(s) has the meaning given to that term in the Customer Terms and Conditions.

Guaranteed Residual Value Trade-In Request means a request for a Guaranteed Residual Value Trade-In permitted under the Terms & Conditions.

IMEI means the international mobile equipment identity number of a device.

Like Mobile Device means a Device, compared to the Registered Device, that:

- (a) may be new or refurbished;
- (b) is of similar kind, quality and functionality;
- (c) may be a different model or colour;
- (d) has a different IMEI;
- (e) does not include any Device Accessories; and
- (f) is not a Customised Mobile Device.

Mobile Refresh means the following services to be performed on a Registered Device, once we have accepted the Mobile Refresh Request:

- (a) replacement of the Main 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.

Galaxy Tabs and Galaxy Smart Watches are not eligible for this service.

Mobile Refresh Fee has the meaning given to that term in the Customer Terms and Conditions.

Mobile Refresh Request means a request for a Mobile Refresh as permitted under the Customer Terms and Conditions.

Modification or Modified has the meaning given to that term in the Customer Terms and Conditions.

Next Generation Device means the next generation model of your Registered Device that is released to the Australian retail market by Samsung during your Subscription Term. For example, if your Registered Device is a Samsung S25 128GB then your Next Generation Device is a S26 128GB.

Non-Good Working Order or NGWO means a Registered Device that:

(a) is not in Good Working Order; or

(b) has been Modified

each as reasonably determined by Us.

Original Effective Date means 19th June 2026.

Recommended Retail Price or RRP means your Registered Device's recommended retail price as recommended by Samsung to retailers in the Australian retail market as at your Registered Device Launch Date, inclusive of GST but exclusive of any discounts.

Registered Device means an Eligible Device that Samsung has registered with reference to its IMEI for the Samsung New Galaxy Club program in accordance with the Customer Terms and Conditions.

Registered Device Launch Date means the date on which Samsung first released your Registered Device to the Australian retail market for pre-order or sale.

Samsung Online means:

(a) the Samsung E-Store, which can be accessed here: <https://www.samsung.com/au/>;

(b) the Samsung Enhanced Partnership Program, which can be accessed here:

https://www.samsung.com/au/multistore/partners_au/

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

Security Charge is an amount equivalent to the **Trade-in Credit**.

Start Date has the meaning given to that term in the Customer Terms and Conditions

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

Swap means the exchange of a Subscriber's Registered Device for a Like Mobile Device permitted under the Customer Terms & Conditions.

Swap Fee has the meaning given to that term in the Customer Terms and Conditions.

Swap Request means a request for a Swap permitted under the Customer Terms and Conditions.

Target Market means the target market referred to in clause 1.3 of the TMD for Samsung New Galaxy Club (1 Year), Samsung New Galaxy Club (2 Year) and Samsung New Galaxy Club (Monthly), as applicable.

TMD means Target Market Determination.

Trade-In Credit has the meaning given to that term in the Customer Terms and Conditions.