Effective from 15 July 2026

NEW GALAXY CLUB 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', 'we', 'us', 'our'**) (the **Agreement**) in relation to your purchase and use of New Galaxy Club (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 3.4.1), constitutes acceptance to be bound by these **Terms & Conditions** as may be amended by **Samsung** from time to time.

1.3 Words and phrases which appear in bold are defined in the context in which they appear or in the definition clause 15.

1.4 A reference to "you" and "your" means the customer who seeks to enrol or has enrolled for the **Program**.

2. PROGRAM OVERVIEW

2.1 Subject to your chosen **Subscription** option and these **Terms & Conditions**, New Galaxy Club entitles you to the following:

Subscription option	Subscription Term	Entitlements
New Galaxy Club (1 Year)*	13 months	• One **Swap Request**; • Unlimited **Screen Replacement Requests****; and • One **Guaranteed Residual Value Trade-In Request**.***
New Galaxy Club (2 Year)*	24 months	• Two **Swap Requests**; • Unlimited **Screen Replacement Requests****; and • One **Guaranteed Residual Value Trade-In Request** in the 24-month period from the **Start Date******.**
New Galaxy Club Monthly*	36 months	• One **Swap Request** in each 12-month period from the **Start Date**; • Unlimited **Screen Replacement Requests****; and • 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. **New Galaxy Club (1 Year) and New Galaxy Club (2 Year) Subscriptions** are available for purchase from a **Samsung Store** or **Samsung Online**. **New Galaxy Club Monthly Subscriptions** are only available for purchase from **Samsung Online**.

** **Screen Replacement Fee** for the first approved **Screen Replacement** will be waived.

*** If you do not make a **Guaranteed Residual Value Trade-In Request** within thirteen (13) months after the **Start Date**, you will forfeit the **Trade-In Credit** associated with your **Registered Device**.

**** If you do not make a **Guaranteed Residual Value Trade-In Request** within twenty-four (24) months after the **Start Date**, you will forfeit the **Trade-In Credit** associated with your **Registered Device**.

3. ENROLMENT

3.1 *Eligibility criteria* – In order to apply for enrolment in the **Program** for an **Eligible Device** you must:

3.1.1 provide your full name, mobile phone number and email address;

3.1.2 provide **Payment Card** details for a **Payment Card** with sufficient funds to pay the **Security Charge i**f you lodge a **Guaranteed Residual Value Trade-In Request**.

3.1.3 pay the:

(a) **Enrolment Fee** upfront; or

(b) first month's instalment of the **Enrolment Fee**, in the case of **New Galaxy Club Monthly**.

3.2 *Time of application into the Program* – **New Galaxy Club (1 Year)** and **New Galaxy Club (2 Year) Subscriptions:**

You must make your application either:

3.2.1 at the time you purchase your **Eligible Device** from **Samsung Online** or a **Samsung Store**; 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 **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 *Time of application into the Program* –**New Galaxy Club Monthly Subscription**:

You must make your application at the time you purchase your **Eligible Device** from **Samsung Online**. For the avoidance of doubt, you cannot make a **Post Purchase Application** in respect of **New Galaxy Club Monthly Subscription** nor can you apply for a **New Galaxy Club Monthly Subscription** from a **Samsung Store**.

3.4 Acceptance, rejection and **Start Date** -

3.4.1 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**).

3.4.2 If your application to enrol in the **Program** is unsuccessful, **Samsung** will inform you of this (by email, telephone or SMS) within

(a) seven (**7**) days of your application date; or

(b) thirty (**30**) days of your application date where you made a **Post Purchase Application**.

3.4.3 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 reason in **Samsung's** reasonable discretion.

3.4.4 Your application for enrolment in the **Program** may be rejected or your **Subscription** to the **Program** may be terminated within thirty (**30**) days of your application date if any of the eligibility criteria in clause 3.1 are not met and any **Enrolment Fees** you have paid will be refunded to you.

3.4.5 Upon enrolment into the **Program**, your **Eligible Device** will become your **Registered Device**.

3.5 *Enrolment conditions* – You may enrol multiple **Eligible Devices** (each with a separate **IMEI** and mobile phone number) under separate **Subscriptions**. You will be charged the applicable **Enrolment Fee** for each enrolled **Eligible Device** and each **Subscription** will have separate **Swap** and/or **Screen Replacement** and/or **Guaranteed Residual Value Trade-In** entitlements.

4. INFORMATION ABOUT FEES

4.1 *Enrolment Fee* –**Samsung** will notify you of the applicable enrolment fee prior to your application for enrolment (**Enrolment Fee**). Where You are enrolling in a:

4.1.1 **New Galaxy Club (1 Year)** or **New Galaxy Club (2 Year) Subscription**, you will pay Samsung the **Enrolment Fee** in full prior to your application for enrolment;

4.1.2 **New Galaxy Club Monthly Subscription**, you will pay the **Enrolment Fee** in monthly instalments. You will be advised of the amount of each monthly instalment payment immediately prior to your application for enrolment in the **Program**.

4.2 *Security Charge* – For a **Guaranteed Residual Value Trade-In Request**, you will pay the applicable **Security Charge** notified to you immediately prior to your **Guaranteed Residual Value Trade-In**. The **Security Charge** must be paid at the time of your **Guaranteed Residual Value Trade-In Request** using the **Portal**. We direct and authorise you to pay the **Security Charge** to **Asurion** via the **Portal**. A refund of your **Security Charge** will be processed in accordance with clause 4.14.

4.3 *Swap Fee* – For each **Swap Request** for a **Swap** under these **Terms & Conditions** you will pay the applicable fee notified to you immediately prior to your **Swap** (**Swap Fee**). The **Swap Fee** must be paid at the time of your **Swap Request** using the **Portal**. We direct and authorise you to pay the **Swap Fee** to **Asurion** via the **Portal**.

4.4 *Screen Replacement Fee* – For each **Screen Replacement Request** for a **Screen Replacement** under these **Terms & Conditions** you will pay the applicable fee notified to you immediately prior to your **Screen Replacement** (**Screen Replacement Fee**). The **Screen Replacement Fee** must be paid once we accept your **Screen Replacement Request** using the **Portal**. We direct and authorise you to pay the **Screen Replacement Fee** to **Asurion** via the **Portal**. The **Screen Replacement Fee** will be waived for the first approved **Screen Replacement** under your Subscription.

4.5 *Guaranteed Residual Value Trade-In Fee* – For a **Guaranteed Residual Value Trade-In Request** under these **Terms & Conditions** you will pay the applicable fee(s) notified to you immediately prior to your **Guaranteed Residual Value Trade-In** (**Guaranteed Residual Value Trade-In Fee(s)**). The **Guaranteed Residual Value Trade-In Fee(s)** must be paid at the time of your **Guaranteed Residual Value Trade-In Request** using the **Portal**. We direct and authorise you to pay the **Guaranteed Residual Value Trade-In Fee(s)** to **Asurion** via the **Portal**.

4.6 *Device Non-Return Fee (**Registered Device**)* – If you have made a **Swap Request** or **Guaranteed Residual Value Trade-In Request**, you must return your **Registered Device** (by following the instructions emailed to you) to **Samsung** within fourteen (**14**) days of receipt of the **Like Mobile Device** in the case of a **Swap Request**, or within fourteen (**14**) days of receipt of the your **Next Generation Device** purchased using the **Trade-In Credit** in the case of a **Guaranteed Residual Value Trade-In**. If you do not return your **Registered Device** within these timeframes:

(a) In the case of a **Guaranteed Residual Value Trade-In**, you will be charged the amount of the **Trade-In Credit** you received less the amount of any **Guaranteed Residual Value Trade-In Request Fee(s)** that you paid. You authorise **Asurion** to charge you this amount by applying this amount against your **Security Charge**;

(b) In the case of a **Swap**, you will be charged a **Device Non-Return Fee**. You will be advised of the amount of the **Device Non-Return Fee** when you make a **Swap Request**. You authorise Asurion to charge your **Payment Card** for the **Device Non-Return Fee**. If Asurion is unable to charge your **Payment Card** for the **Device Non-Return Fee**, Asurion reserves the right to disable your **Like Mobile Device** within 30 days of the **Like Mobile Device** being delivered to you. The **Like Mobile Device** will be enabled once your **Registered Device** has been returned in accordance with instructions provided to you or when the **Device Non-Return Fee** has been paid by you, provided you return your **Like Mobile Device** or pay the **Device Non-**

Return Fee within six (6) months after the date on which the **Like Mobile Device** was delivered to you.

4.7 *Device Non-Return Fee (**Like Mobile Device**)* – If you are supplied a defective **Like Mobile Device** pursuant to a **Swap** and you are sent a second **Like Mobile Device** as a substitute, you must return the first **Like Mobile Device** to **Samsung** within fourteen (**14**) days of receiving the second **Like Mobile Device** (by following the instructions emailed to you) or you will be charged a **Device Non-Return Fee**. You will be advised of the amount of the **Device Non-Return Fee** when we agree to issue you a second **Like Mobile Device**. You authorise **Asurion** to charge your **Payment Card** for the **Device Non-Return Fee**. If Asurion is unable to charge your **Payment Card** for the **Device Non-Return Fee**, Asurion reserves the right to disable your **Like Mobile Device** within 30 days of the **Like Mobile Device** being delivered to you. The **Like Mobile Device** will be enabled once your **Registered Device** has been returned in accordance with instructions provided to you or when the **Device Non-Return Fee** has been paid by you, provided you return your **Like Mobile Device** or pay the **Device Non-Return Fee** within six (6) months after the date on which the **Like Mobile Device** was delivered to you.

4.8 *Incorrect Device* – If the **Device** you return pursuant to a **Swap** or **Guaranteed Residual Value Trade-In** does not correspond to the **Registered Device** (by model & IMEI) (**Incorrect Device**), then you must return the correct **Registered Device** (at your own cost) within seven (**7**) days of receipt of a notice from **Samsung** to do so. If you fail to do so:

(a) In the case of a **Guaranteed Residual Value Trade-In**, you will be charged the amount of the **Trade-In Credit** you received less the amount of any **Guaranteed Residual Value Trade-In Request Fee(s)** that you paid. You authorise **Asurion** to charge you this amount by applying this amount against your **Security Charge**;

(b) In the case of a **Swap**, you will be charged a **Device Non-Return Fee.** You will be advised of the amount of the applicable **Device Non-Return Fee**. You authorise **Asurion** to charge your **Payment Card** for the **Device Non-Return Fee**. If Asurion is unable to charge your **Payment Card** for the **Device Non-Return Fee**, Asurion reserves the right to disable your **Like Mobile Device** within 30 days of the **Like Mobile Device** being delivered to you. The **Like Mobile Device** will be enabled once your **Registered Device** has been returned in accordance with instructions provided to you or when the **Device Non-Return Fee** has been paid by you, provided you return your **Like Mobile Device** or pay the **Device Non-Return Fee** within six (6) months after the date on which the **Like Mobile Device** was delivered to you.

You may request for the **Incorrect Device** to be returned to you at your cost. You authorise **Asurion** to charge your **Payment Card** for the additional delivery fees

4.9 *Inoperable Device (**Swap Requests**)* – If you return a **Registered Device** as part of a **Swap** and it is locked (including **IMEI** blocked by **AMTA**) or has its security features enabled (**Inoperable Device**) and **Samsung** is not able to remedy this, then your **Swap Request** will be cancelled, effective immediately. If a **Like Mobile Device** has already been dispatched to you, **Samsung** will take reasonable steps to contact you and request that you, within fourteen (**14**) days:

4.9.1 unlock or enable the **Inoperable Device** or take other steps to make the **Inoperable Device** operable; or

4.9.2 return the **Like Mobile Device**.

If you do not comply with either clause 4.9.1 or 4.9.2 (as the case may be), you will be charged an **Inoperable Device Fee**. You authorise **Asurion** to charge your **Payment Card** for the **Inoperable Device Fee**. The **Inoperable Device** will be returned to you (except in the case of a **Device** blocked by **AMTA** which we may be required by law to provide to the relevant authorities), and you may also be charged for the additional delivery fees. You authorise **Asurion** to charge your **Payment Card** for the additional delivery fees. If Asurion is unable to charge your **Payment Card** for the **Inoperable Device Fee**, Asurion

reserves the right to disable your **Like Mobile Device** within 30 days of the **Like Mobile Device** being delivered to you. The **Like Mobile Device** will be enabled once your **Registered Device** has been returned in accordance with instructions provided to you or when the **Inoperable Device Fee** has been paid by you, provided you return your **Like Mobile Device** or pay the **Inoperable Device Fee** within six (6) months after the date on which the **Like Mobile Device** was delivered to you.

4.10 *Inoperable Device (**Guaranteed Residual Value Trade-In Request**)* – If the **Registered Device** you return pursuant to a **Guaranteed Residual Value Trade-In** is an **Inoperable Device** and **Samsung** is not able to remedy this, then **Samsung** will reject the **Guaranteed Residual Value Trade-In Request** at the time the **Registered Device** is received and your **Guaranteed Residual Value Trade-In Request** will be considered cancelled, effective immediately. If your **Next Generation Device** purchased using the **Trade-In Credit** has already been dispatched to you, **Samsung** will take reasonable steps to contact you and request that you, within fourteen (**14**) days, either:

4.10.1 unlock or enable the **Inoperable Device** (or take other steps to make the **Inoperable Device** operable), or

4.10.2 return your **Next Generation Device**.

If you fail to comply with either clause 4.10.1 or 4.10.2 (as the case may be), you will be charged the amount of the **Trade-In Credit** you received less the amount of any **Guaranteed Residual Value Trade-In Request Fee(s)** that you paid. You authorise **Asurion** to charge you this amount by applying this amount against your **Security Charge**. The **Inoperable Device** will be returned to you (except in the case of a **Device** blocked by **AMTA** which we may be required by law to provide to the relevant authorities), and you may also be charged for the additional delivery fees. You authorise **Asurion** to charge your **Payment Card** for the additional delivery fees.

4.11 *Modified Devices (**Swap Requests**)* – If the **Device** you return pursuant to a **Swap** has been subject to **Modification**, then **Samsung** will:

4.11.1 reject the **Swap Request** at the time the **Registered Device** is received and your **Swap Request** will be considered cancelled, effective immediately. Your **Swap Fee** will be refunded in accordance with clause 6.10;

4.11.2 upon your request, return the **Registered Device** to you at your cost. You authorise **Asurion** to charge your **Payment Card** for the additional delivery fees.

4.12 *Modified Devices (**Screen Replacement Requests**)* – If the **Registered Device** you bring into an **Authorised Service Centre** or mail-in to us pursuant to a **Screen Replacement** has been subject to **Modification**, then **Samsung** will reject the **Screen Replacement Request** at the time the **Registered Device** is received, your **Screen Replacement Request** will be considered cancelled, and your **Registered Device** will be returned to you. The **Screen Replacement Fee** (if paid) will be refunded to you by the original method of payment.

4.13 *Modified Devices (**Guaranteed Residual Value Trade-In Requests**)* – If the **Device** you return pursuant to a **Guaranteed Residual Value Trade-In** has been subject to **Modification** then you will be charged the **NGWO Guaranteed Residual Value Trade-In fee** or the **Alternative NGWO Guaranteed Residual Value Trade-In Fee**, as applicable (unless you have already been charged one of these fees during the same **Guaranteed Residual Value Trade-In Request**). You authorise **Asurion** to charge you the applicable amount by applying the amount against your **Security Charge**.

4.14 *Refunds of the Security Charge* – your **Security Charge** will be refunded to you in full provided your **Security Charge** has not been used to satisfy payment by you of one of the following **Fees**:

4.14.1 the amount of the **Trade-In Credit** you received less the amount of any **Guaranteed Residual Value Trade-In Request Fee(s)** you paid, as further set out in clauses 4.6, 4.8 or 4.10;

4.14.2 the **NGWO Guaranteed Residual Value Trade-In Fee** or **Alternative NGWO Guaranteed Residual Value Trade-In Fee**, as applicable, under clauses 4.13 or 7.2.

4.15 *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. If a **Fee** or price is increased to account for the additional GST, you will be given 30 days' notice via email communication before the increase occurs (**Notice Period**). You have the right to elect to terminate this **Agreement** during the **Notice Period**.

5. SCREEN REPLACEMENT REQUEST

5.1 You may make a **Screen Replacement Request** by using the **Portal**.

5.2 *Limit* – You can make unlimited number of **Screen Replacement Requests** during your **Subscription Term.**

5.3 *Acceptance* - Your **Screen Replacement Request** will only be accepted if:

5.3.1 you are successfully enrolled in the **Program**;

5.3.2 in the case of **New Galaxy Club Monthly**, you are up to date with payment of your **Enrolment Fees**. Provided we have not already cancelled your **Subscription** under clause 9.3.2(f), you can lodge a **Screen Replacement Request** upon payment of your outstanding **Enrolment Fees**;

5.3.3 you answer our questions accurately about the **Condition** of your **Registered Device** to determine that it is eligible for a **Screen Replacement**;

5.3.4 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 10;

5.3.5 there are no outstanding Fees owed to Us in relation to any prior **Service Request** You have made;

5.3.6 **Samsung** has no reasonable belief that you have transferred, retailed, sold, or hired your **Registered Device** to another person;

5.3.7 the **Registered Device** has not been the subject of **Modification**;

5.3.8 you provide any additional information reasonably requested by **Samsung,** including in the form of a signed confirmation or acknowledgment; and

5.3.9 **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 **Screen Replacement Request** being cancelled.

5.5 Once we have received your **Screen Replacement Request**, you can choose either the **Walk-In Service** (if available based on your location) or **Mail-In Service** for your **Screen Replacement**.

5.6 *Preparation* – You must turn off any personal locks and 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 **Screen Replacement**.

5.7 If we receive your **Registered Device** and we determine that we are unable to complete the **Screen Replacement** due to the **Condition** of your **Registered Device**, we will contact you and give you the option of:

5.7.1 making a **Swap Request** (subject to your **Limit**); or

5.7.2 cancelling your **Screen Replacement Request** and having your **Registered Device** returned to you.

If you choose to make a **Swap Request**, the **Swap Fee** will apply.

5.8 If you have paid a **Screen Replacement Fee** and cancel your **Screen Replacement Request** under clause 5.7.2, **Samsung** will refund the **Screen Replacement Fee** by the original method of payment.

5.9 *Cancellation* – If you do not bring in or mail-in your **Registered Device** within seven (**7**) days of making the **Screen Replacement Request**, we will cancel your **Screen Replacement Request** and will refund the **Screen Replacement Fee** by the original method of payment**.**

6. SWAP REQUEST

6.1 You may make a **Swap Request** by using the **Portal**.

6.2 *Limit* – **Swap** limits for each **Subscription** option are as follows:

6.2.1 ***New Galaxy Club (1 Year) Subscription****:* You may file one **Swap Request** in the 13-month period from the **Start Date** (**Limit**).

6.2.2 ***New Galaxy Club (2 Year) Subscription****:* You may file up to two **Swap Requests** in the 24-month period from the **Start Date** (**Limit**).

6.3 *Acceptance* - Your **Swap Request** will only be accepted if:

6.3.1 you are successfully enrolled in the **Program**;

6.3.2 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 10;

6.3.3 in the case of **New Galaxy Club Monthly**, you are up to date with payment of your **Enrolment Fees**. Provided we have not already cancelled your **Subscription** under clause 9.3.2(f), you can lodge a **Swap Request** upon payment of your outstanding **Enrolment Fees**;

6.3.4 you pay the applicable **Swap Fee** using your **Payment Card**;

6.3.5 you provide any additional information reasonably requested by **Samsung,** including in the form of a signed confirmation or acknowledgment;

6.3.6 you are within the applicable **Limit** based on your **Subscription** option as set out in clause 6.2;

6.3.7 there are no outstanding **Fees** owed to Us in relation to any prior **Service Request** that you have made;

6.3.8 **Samsung** has no reasonable belief that you have transferred, retailed, sold, or hired your **Registered Device** to another person;

6.3.9 the **Swap Request** is not for a **Device Accessory**;

6.3.10 the **Registered Device** has not been the subject of **Modification**; and

6.3.11 **Samsung** reasonably believes that you are not 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.

6.4 You can make a **Swap Request** for any reason and you are not required to establish that your **Registered Device** is broken or damaged.

6.5 You must return your **Registered Device** within fourteen (**14**) days of receipt of your **Like Mobile Device** to complete a **Swap**. Failure to return your **Registered Device** within this timeframe will result

in a **Device Non-Return Fee** being charged to your **Payment Card**. You will be advised of the amount of the **Device Non-Return Fee** when you make a **Swap Request**. You authorise **Asurion** to charge your **Payment Card** for the **Device Non-Return Fee.** If Asurion is unable to charge your **Payment Card** for the **Device Non-Return Fee**, Asurion reserves the right to disable your **Like Mobile Device** within 30 days of the **Like Mobile Device** being delivered to you. The **Like Mobile Device** will be enabled once your **Registered Device** has been returned in accordance with instructions provided to you or when the **Device Non-Return Fee** has been paid by you, provided you return your **Like Mobile Device** or pay the **Device Non-Return Fee** within six (6) months after the date on which the **Like Mobile Device** was delivered to you.

6.6 *Preparation* – You must turn off any personal locks and security features, back-up your data, remove your SIM card or memory card, remove any **Device Accessories** sold separately, including smart watch straps, before returning your **Registered Device** in accordance with the email instructions provided to you.

6.7 *Title and rights* – Title in and any rights to the **Registered Device** shall be transferred to **Samsung** on the **Acceptance Date**. You hereby assign to **Samsung** all associated rights and benefits of any **Samsung** warranty. You shall not transfer, sell, hire or otherwise deal with the **Registered Device** in a manner that is not consistent with the ownership rights of **Samsung**.

6.8 *Samsung actions* – **Samsung**, as the owner of the previous **Registered Device**, may take any other action consistent with ownership of the previous **Registered Device** that it deems necessary including informing the police and any other relevant law enforcement authorities to assist in recovery of the previous **Registered Device**.

6.9 *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 the **Like Mobile Device**.

6.10 If your **Swap Request** is cancelled or rejected and You have paid the applicable **Swap Fee** to **Asurion** through the **Portal**, the full **Swap Fee** will be refunded back to your original **Payment Card** if:

6.10.1 **Asurion** has not already shipped the **Like Mobile Device** to you; or

6.10.2 you refuse the delivery of the **Like Mobile Device** and it is returned to **Asurion**; or

6.10.3 you return the **Like Mobile Device** to **Asurion** within seven (**7**) days of receiving the **Like Mobile Device**.

6.11 *No representation or warranty* – **Samsung** makes no representation or warranty that any **Like Mobile Device** will be identical, of the same colour or offer the same functionalities as your **Registered Device**. **Samsung** will always confirm the final **Like Mobile Device** with you before delivery to you.

7. GUARANTEED RESIDUAL VALUE TRADE-IN

7.1 You may make a **Guaranteed Residual Value Trade-In Request** by using the **Portal**. Subject to clause 7.3, you must lodge a **Guaranteed Residual Value Trade-In Request** between:

(a) month 9 and 13 of your **Subscription Term** where you have a **New Galaxy Club (1 Year) Subscription** . If you choose to make a **Guaranteed Residual Value Trade-In Request** earlier, an **Early Guaranteed Residual Value Trade-In Fee** applies at the time of your **Guaranteed Residual Value Trade-In Request**. If you do not make a **Guaranteed Residual Value Trade-In Request** within thirteen (13) months, **you will forfeit your Guaranteed Residual Value Trade-In and any Trade-In Credit associated with your Registered Device**.

(b) month 9 and 24 of your **Subscription Term** where you have a **New Galaxy Club Monthly Subscription** or a **New Galaxy Club (2 Year) Subscription**. If you choose to make a

Guaranteed Residual Value Trade-In Request earlier, an **Early Guaranteed Residual Value Trade-In Fee** applies at the time of your **Guaranteed Residual Value Trade-In Request**. If you do not make a **Guaranteed Residual Value Trade-In Request** within twenty-four (24) months, **you will forfeit your Guaranteed Residual Value Trade-In and any Trade-In Credit associated with your Registered Device**.

7.2 *Trade-in for credit* - If you lodge a **Guaranteed Residual Value Trade-In Request,** you will be issued with a credit (**Trade-In Credit**) to be used to purchase your **Next Generation Device** from **Samsung Online** or from a **Samsung Store.** You will be issued with a unique **Trade ID** for the **Trade-In Credit** which you have fourteen (**14**) days to use towards the purchase of your **Next Generation Device.** If your **Trade ID** expires, you will receive a full refund of any **Guaranteed Residual Value Trade-In Fee(s)** you paid back to your original **Payment Card**. You can only use the **Trade ID** once and it is not otherwise exchangeable, redeemable for cash or able to be used in subsequent transactions. Once you have received your **Next Generation Device,** you must trade in your **Registered Device** to us within fourteen (14) days.

7.2.1 *Guaranteed Residual Value*: Where you lodge your **Guaranteed Residual Value Trade-In Request** within the first thirteen (13) months of your **Subscription Term**, the value of the **Trade-In Credit** will be:

(a) fifty percent (50%) of the **Recommended Retail Price** of your **Registered Device** where your **Registered Device** is in **Good Working Order**, as reasonably determined by Us; or

(b) fifty percent (50%) of the **Recommended Retail Price** of your **Registered Device** less:

(i) the **Early Guaranteed Residual Value Trade-In Fee** (where applicable) where you lodge your **Guaranteed Residual Value Trade-In Request** within the first eight (8) months of your **Subscription Term**; and/or

(ii) A **NGWO Guaranteed Residual Value Trade-In Fee** where your **Registered Device** is in **Non-Good Working Order,** as reasonably determined by Us, or the **Alternative NGWO Guaranteed Residual Value Trade-In Fee** where your **Registered Device** is in **Non-Good Working Order**, as reasonably determined by Us, and:

(i) You have a **New Galaxy Club (1 Year) Subscription**, and you have already lodged a **Swap**; or

(ii) You have a **New Galaxy Club Monthly Subscription**, and you have already lodged a **Swap Request** in the same 12-month period from the **Start Date** in which you are lodging your **Guaranteed Residual Value Trade-In Request**.

7.2.2 In the case of a **New Galaxy Club (2 Year)** or **New Galaxy Club Monthly Subscription**, where you lodge your **Guaranteed Residual Value Trade-In Request** between the beginning of month 14 and the end of month 24 of your **Subscription Term**, the value of the **Trade-In Credit** will be:

(a) forty percent (40%) of the **Recommended Retail Price** of your **Registered Device** where your **Registered Device** is in **Good Working Order**, as reasonably determined by Us; or

(b) forty percent (40%) of the **Recommended Retail Price** of your **Registered Device** less:

(i) A **NGWO Guaranteed Residual Value Trade-In Fee** where your **Registered Device** is in **Non-Good Working Order,** as reasonably determined by Us, or

(ii) the **Alternative NGWO Guaranteed Residual Value Trade-In Fee** where your **Registered Device** is in **Non-Good Working Order**, as reasonably determined by Us, and you have already lodged two **Swaps** during your **Subscription Term**.

7.2.3 If, upon receipt of your **Registered Device**, we assess your **Registered Device** as being in:

(a) **Non-Good Working Order,** you will be charged the **NGWO Guaranteed Residual Value Trade-In Fee** or the **Alternative NGWO Guaranteed Residual Value Trade-In Fee**, as applicable (unless you have already been charged one of these fees during the same **Guaranteed Residual Value Trade-In Request**). You authorise Asurion to charge you the applicable amount by applying the amount against your **Security Charge;**

(b) **Good Working Order** and you have already paid the **NGWO Guaranteed Residual Value Trade-In Fee** or the **Alternative NGWO Guaranteed Residual Value Trade-In Fee**, as applicable, during the same **Guaranteed Residual Value Trade-In Request**, we will refund you the applicable fee that you paid.

7.3 If you have a:

(a) **New Galaxy Club (1 Year)** and the **Next Generation Device** is not available for sale in the Australian market during the first thirteen (13) months of your **Subscription Term** and you are unable to make a **Guaranteed Residual Value Trade-In Request**;

(b) **New Galaxy Club Monthly Subscription** or **New Galaxy Club (2 Year) Subscription** and the **Next Generation Device** is not available for sale in the Australian market during the first twenty-four (24) months of your **Subscription Term** and you are unable to make a **Guaranteed Residual Value Trade-In Request;**

Samsung will contact you and advise you of next steps.

7.3.1 The **Recommended Retail Price** and associated **Trade-In Credit** for **Eligible Devices** are outlined 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 month 24
Galaxy Z Flip8	256GB	$1,949	Up to $974.50	Up to $779.60
	512GB	$2,249	Up to $1,124.50	Up to $899.60
Galaxy Z Fold8	256GB	$2,699	Up to $1,349.50	Up to $1,079.60
	512GB	$2,999	Up to $1,499.50	Up to $1,199.60
	1TB	$3,599	Up to $1,799.50	Up to $1,439.60
Galaxy Z Fold8 Ultra	256GB	$2,999	Up to $1,499.50	Up to $1,199.60
	512GB	$3,299	Up to $1,649.50	Up to $1,319.60
	1TB	$3,899	Up to $1,949.50	Up to $1,559.60

For Galaxy S26, S26 Plus, and S26 Ultra devices purchased before October 1, 2026:

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 month 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
	16+1TB	$2,949.00	Up to $1,474.50	Up to $1,179.60

Galaxy S26 Ultra	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

For Galaxy S26, S26 Plus, and S26 Ultra devices purchased on or after October 1, 2026:

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 month 24
Galaxy S26	12+512GB	$1,949.00	Up to $974.50	Up to $779.60
	12+256GB	$1,649.00	Up to $824.50	Up to $659.60
Galaxy S26 Plus	12+512GB	$2,249.00	Up to $1,124.50	Up to $899.60
	12+256GB	$1,949.00	Up to $974.50	Up to $779.60
Galaxy S26 Ultra	16+1TB	$3,199.00	Up to $1,599.50	Up to $1,279.60
	12+512GB	$2,599.00	Up to $1,299.50	Up to $1,039.60
	12+256GB	$2,299.00	Up to $1,149.50	Up to $919.60

*****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 the end of month thirteen (13) 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**.

7.4 *Limit* – **Guaranteed Residual Value Trade-In** limits for each **Subscription** option are as follows:

You may only make one **Guaranteed Residual Value Trade-In Request** and your **Subscription** automatically terminates following a **Guaranteed Residual Value Trade-In** and any unused entitlements (which are listed in clause 2.1) will be forfeited. Any **Next Generation Device** purchased using the **Trade-In Credit** will not be covered by your **Subscription** and will need to be separately enrolled under a separate **Subscription**.

7.5 *Acceptance* - Your **Guaranteed Residual Value Trade-In Request** will only be accepted if:

7.5.1 you are successfully enrolled in the **Program**;

7.5.2 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 10;

7.5.3 in the case of **New Galaxy Club Monthly**, you are up to date with payment of your **Enrolment Fees**. Provided we have not already cancelled your **Subscription** under clause 9.3.2(f), you can lodge a **Guaranteed Residual Value Trade-In Request** upon payment of your outstanding **Enrolment Fees**;

7.5.4 you pay the applicable **Security Charge** and **Guaranteed Residual Value Trade-In Fee(s)** using your **Payment Card**;

7.5.5 the **Registered Device** is on the list of eligible devices on the **Samsung** New Galaxy Club website: https://www.samsung.com/au/new-galaxy-club/ ;

7.5.6 you provide any additional information reasonably requested by **Samsung,** including in the form of a signed confirmation or acknowledgment;

7.5.7 you are within the applicable **Limit** based on your **Subscription** option as set out in clause 7.4;

7.5.8 there are no outstanding **Fees** owed to Us in relation to any prior **Service Request** that you have made;

7.5.9 **Samsung** has no reasonable belief that you have transferred, retailed, sold, or hired your **Registered Device** to another person;

7.5.10 you are the legal rightful owner of the **Registered Device** with no third party having the right to claim any interest, right or ownership on your **Registered Device**;

7.5.11 your **Registered Device** has not been reported as lost or stolen;

7.5.12 the **Guaranteed Residual Value Trade-In Request** is not for a Device Accessory; and

7.5.13 **Samsung** reasonably believes that you are not 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.

7.6 You can make a **Guaranteed Residual Value Trade-In Request** for any reason and you are not required to establish that your **Registered Device** is broken or damaged.

7.7 You must return your **Registered Device** within fourteen (14) days of receiving your **Next Generation Device** purchased using the **Trade-In Credit** in order for us to undertake a final assessment to confirm your **Registered Device** can be accepted in accordance with clauses 4 and 7.5. Failure to return your **Registered Device** within this timeframe will result in you being charged the amount of the **Trade-In Credit** you received less the amount of any **Guaranteed Residual Value Trade-In Request Fee(s)** that you paid. You authorise **Asurion** to charge you this amount by applying this amount against your **Security Charge**.

7.8 *Preparation* – You must turn off any personal locks and security features, back-up your data, remove your SIM card or memory card, and any **Device Accessories** sold separately before returning your **Registered Device** in accordance with the email instructions provided to you.

7.9 *Title and rights* – Title in and any rights to the **Registered Device** shall be transferred to **Samsung** on the **Acceptance Date** in the State of New South Wales, at which point you enter into a contract with us for the sale of your **Registered Device**. You hereby assign to **Samsung** all associated rights and benefits of any **Samsung** warranty. You shall not transfer, sell, hire or otherwise deal with the **Registered Device** in a manner that is not consistent with the ownership rights of **Samsung**.

7.10 *Samsung actions* – **Samsung**, as the owner of the previous **Registered Device**, may take any other reasonable action consistent with ownership of the previous **Registered Device** that it deems necessary including informing the police and any other relevant law enforcement authorities to assist in recovery of the previous **Registered Device**.

7.11 *Data left on **Device*** – 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 any data you leave on the **Registered Device**.

7.12 If your **Guaranteed Residual Value Trade-In Request** is cancelled or rejected and you have paid the **Security Charge** and any **Guaranteed Residual Value Trade-In Fee(s)** to Asurion through the **Portal** but you have not used your **Trade-In Credit**, you will be refunded the **Security Charge** and any **Guaranteed Residual Value Trade-In Fee(s)** you paid in full to your original **Payment Card**. If you have used your **Trade-In Credit**, you will be refunded any **Guaranteed Residual Value Trade-In Fee(s)** less the amount of any **Trade-In Credit**. You authorise Asurion to charge you this amount by applying this amount against your **Security Charge**. Additionally, if your **Registered Device** has been received, we will return it to you.

7.13 Other than as specified in these terms and conditions, **Samsung**'s standard Terms and Conditions of Sale (available here: https://www.samsung.com/au/estore/static/link_terms_and_conditions_of_sale/) and **Samsung's** Change of Mind Policy (available here: https://www.samsung.com/au/estore/static/link_mindpolicy_p/) will govern your purchase of a new **Samsung** smartphone purchased using the **Trade-In Credit**.

8. DELIVERY

8.1 *Address* – Except in relation to international delivery pursuant to clause 8.6, the delivery must be to your registered or billing address, which cannot be a PO Box. **Samsung** will not deliver your **Registered Device** or a **Like Mobile Device** to any public place.

8.2 *Timings* –

8.2.1 **Swap Requests**: A **Like Mobile Device** will be dispatched to you on the same **Business Day** that you submit a **Swap Request**, provided that we receive and approve your **Swap Request** by 3pm AEST/AEDT on a **Business Day**, and a **Like Mobile Device** is available in stock.

8.2.2 **Screen Replacement Requests**:

(a) **Mail-In Service** – Your **Screen Replacement** will take approximately 2 **Business Days** (excluding delivery times).

(b) **Walk-In Service** – Your **Screen Replacement** will take approximately 1 to 4 hours on a **Business Day**.

8.2.3 **Guaranteed Residual Value Trade-In Request**: A **Trade ID** will be issued to you on the same **Business Day** that your **Guaranteed Residual Value Trade-In Request** is accepted. Subject to clause 7.3, you will have fourteen (**14**) days to use the **Trade ID** towards the purchase of your **Next Generation Device** before your **Trade ID** expires. Your **Next Generation Device** will be subject to availability which will be advised to you in store and/or on **Samsung Online**. Delivery times will vary.

8.3 *Backorders (Stock Availability)* – If a **Like Mobile Device** is not available in stock at the time you make a **Swap Request**, **Samsung** will place a priority backorder request for a **Like Mobile Device** and inform you of the estimated timings for shipment.

8.4 *Parts Availability* – If a **Device** part is not available at the time you make a **Screen Replacement Request**, this may impact the timings stated in clause 8.2.2. We will inform you of the delay and the updated timings to complete your **Screen Replacement Request**.

8.5 *Costs* – Delivery of a **Like Mobile Device** to an address in Australia will be made at no charge to you (unless stated otherwise in these **Terms & Conditions**).

8.6 *International delivery* – If you make a **Swap Request** for delivery to a location outside of Australia, a **Like Mobile Device** will be delivered to you by **Courier** at your cost. You must pay by **Payment Card** at the time of your **Swap Request** the taxes, duties and delivery costs associated with your **Like Mobile Device** being delivered to, and received at, a location outside of Australia.

8.7 The **Like Mobile Device** will not be delivered in original packaging.

8.8 *Acknowledgement* – You acknowledge that:

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

8.8.2 **Like Mobile Devices** are enabled with Samsung Knox Guard. Samsung Knox Guard enables the **Like Mobile Device** to be remotely disabled if you do not pay a:

(a) **Device Non-Return Fee** in accordance with clauses 4.6(b), 4.7, 4.8(b); or

(b) **Inoperable Device Fee** in accordance with clause 4.9.

Your **Like Mobile Device** will be enabled once your **Registered Device** has been returned in accordance with instructions provided to you or when the **Device Non-Return Fee** (or **Inoperable Device Fee,** if applicable) has been paid by you, provided you return your **Like Mobile Device** or pay the **Device Non-Return Fee** (or **Inoperable Device Fee,** if applicable) within six (6) months after the date on which the **Like Mobile Device** was delivered to you.

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

8.8.4 upon the **Acceptance Date** of a **Swap Request** or **Guaranteed Residual Value Trade-In Request**, title in the **Registered Device** is transferred to **Samsung** in accordance with clause 6.7 or 7.9 (as applicable); and

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

9. TERM AND TERMINATION

9.1 **Samsung** will supply the **Program** to you from the **Start Date** until:

9.1.1 the end of your **Subscription Term**; or

9.1.2 your **Subscription** is terminated in accordance with this clause 9,

whichever is the earlier.

9.2 *Termination by you*:

9.2.1 You can terminate your **Subscription** to the **Program** in the following circumstances:

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

(b) your **Registered Device** is subject to a recall and is returned; or

(c) in the case of a **New Galaxy Club Monthly Subscription**, you can terminate your **Subscription** at any time after the **Start Date.** The termination of your **Subscription** to the **Program** will become effective at the end of your monthly billing cycle following your termination request (**Termination Effective Date**). There are no termination fees and there is no refund of **Enrolment Fees** already paid by you, however you can continue to access the **Program** benefits until the **Termination Effective Date**

9.2.2 You can terminate your New Galaxy Club Subscription to the **Program** in accordance with clause 9.2.1 by:

(a) calling **Samsung** from within Australia on 1300 362 603 between 9.00am and 5.00pm (AEST) Monday to Friday, excluding public holidays; or

(b) in the case of **New Galaxy Club Monthly**, logging on to your Samsung Account on www.samsung.com/au then navigating to the "Orders" section to cancel your subscription.

9.3 *Termination by Samsung* – **Samsung** may immediately terminate your Subscription to the Program and the Agreement at any time upon written notice to you, if **Samsung** is aware or reasonably believes that:

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

9.3.2 you:

(a) are using the Program in a manner which is, or is reasonably believed to be:

(i) fraudulent, illegal or related to any criminal activity;

(ii) intended to make a commercial gain;

(b) have committed a material breach of these **Terms & Conditions**;

(c) are or are likely to become bankrupt or unable to pay your debts as they fall due;

(d) have provided **Samsung** with false or fraudulent information and we have relied on this information;

(e) have provided **Samsung** with incorrect or incomplete information and you have failed to rectify with the correct information following **Samsung's** request to you;

(f) have not paid any amounts due to **Samsung** under these **Terms & Conditions** for a period exceeding 21 days from its due date, provided that we have first given you at least 14 days' notice of our intention to terminate your **Subscription** to the **Program**; or

(g) are likely to create imminent harm or harass or are abusive to any personnel of **Samsung** and its service providers, sub-contractors and agents.

9.4 *Guaranteed Residual Value Trade-In*– Your **Subscription** to the **Program** will automatically terminate at the end of your **Subscription Term** or following a **Guaranteed Residual Value Trade-In** unless it is terminated earlier in accordance with clause 9.2 or 9.3.

9.5 *Payment obligations after making a Guaranteed Residual Value Trade-In Request:* If you make a **Guaranteed Residual Value Trade-In Request** and have elected to pay for the **Program** in monthly instalments through Samsung Finance, you will be liable for all outstanding recurring payments relating to the **Registered Device** and the **Program** for the duration of the instalment term.

9.6 *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**.

9.7 *Consequences of termination* -

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

9.7.2 *Open **Swap Request, Screen Replacement Request** or **Guaranteed Residual Value Trade-In Request*** – If you have made a **Swap Request**, **Screen Replacement Request** or **Guaranteed Residual Value Trade-In Request** which is not fulfilled as at the effective date of the termination, the **Swap Request, Screen Replacement Request** or **Guaranteed Residual Value Trade-In Request** may be cancelled.

9.8 ***Enrolment Fee*** refunds:

9.8.1 **New Galaxy Club (1 Year)** and **New Galaxy Club (2 Year) Subscriptions**: If you elect to terminate your **Subscription** in accordance with clause 9.2.1(a) or 9.2.1(b), **Samsung** may process a refund of the **Enrolment Fee** provided that you have not used any of your **Swap Request, Screen Replacement Request** or **Guaranteed Residual Value Trade-In Request** entitlements. For the avoidance of doubt, you will not be entitled to any refund of the **Enrolment Fee** if you have used any **Swap Request, Screen Replacement Request** or **Guaranteed Residual Value Trade-In Request** entitlements under the **Program**.

9.8.2 **New Galaxy Club Monthly**: If you elect to terminate your **Subscription** in accordance with clause 9.2.1(c), there is no refund of **Enrolment Fees** already paid by you. However you can continue to access the **Program** benefits until the **Termination Effective Date**.

10. CHANGE OF REGISTERED DEVICE

10.1 Your **Registered Device** may not change except for:

10.1.1 the change made pursuant to a **Swap**; or

10.1.2 the exchange of your **Registered Device** under a warranty scheme or statutory Consumer Guarantee.

10.2 You must inform **Samsung** through the **Portal** of any change under clause 10.1.2 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.**

11. DATA PRIVACY

11.1 *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**) applies to the **Program.**

11.2 *Consent* – You also agree that by:

11.2.1 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) allowing direct and indirect contact with you in connection with the **Program**;

(d) managing commercial risks, and preventing, detecting, and investigating suspected illegal activity, fraud, or disputes (collectively the **Purposes**);

(e) processing applicable **Fees**;

(f) complying with the law; and

(g) complying with any relevant governmental and/or regulatory authorities where legally required.

12. MISCELLANEOUS

12.1 *Australian Consumer Law*– Nothing in these **Terms & Conditions** is intended to exclude, restrict or modify any consumer rights under the *Competition and Consumer Act 2010* (Cth) (**Australian Consumer Law**) or any other legislation which may not be excluded, restricted or modified by

agreement. Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

12.1.1 to cancel your service contract with us; and

12.1.2 to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified within a reasonable time. If this is not done, you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund for any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service. When you request a **Swap**, **Screen Replacement** or **Guaranteed Residual Value Trade-In Request** 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 Australian Consumer Law. Any remedy under the Australian Consumer Law will not be considered a **Swap, Screen Replacement** or **Guaranteed Residual Value Trade-In Request** under this **Agreement.** If a **Swap Fee, Screen Replacement Fee** or **Guaranteed Residual Value Trade-In Request Fee** has been paid, then we will arrange for this to be refunded.

12.2 *Changes to features, services and **Fees*** – The features and services of the **Program** and the **Fees** may be subject to change. **Samsung** will provide you with 30 days' notice (**Notice Period**) of any changes that are likely to be of detriment to you through the **Website**, or via email communications. You have the right to elect to terminate this **Agreement** during the **Notice Period**. The latest version of these **Terms & Conditions** will be made available on the **Website**.

12.3 *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, the provision of **Like Mobile Devices** 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** in relation to the **Program** are taken to be actions of **Samsung** and your sole recourse will be against **Samsung** and not **Asurion** or any other third party.

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

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

12.6 *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.

13. LIABILITY

We will not be liable or responsible for any failure to perform, or any delay in the performance of, any of our obligations under these terms and conditions that is caused by events outside our reasonable control or due to our compliance with any applicable laws or regulations.

14. ENQUIRIES

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

15. DEFINITIONS

Acceptance Date means the date when **Samsung** accepts your:

(a) **Swap Request** upon the acceptance conditions in clause 6.3 being met; or

(b) **Guaranteed Residual Value Trade-In Request** upon confirmation by us following final assessment after you return your **Registered Device** that the acceptance conditions in clause 7.5 are met.

Alternative NGWO Guaranteed Residual Value Trade-In Fee means the fee payable for a **Guaranteed Residual Value Trade-In Request** where your **Registered Device** is in **Non-Good Working Order** and:

(a) you have a **New Galaxy Club (1 Year) Subscription** and you have already had a **Swap** performed in the same 13-month period from the **Start Date** of your **Subscription Term**, as further set out in clause 7.2; or

(b) you have a **New Galaxy Club (2 Year) Subscription** and you have already had two **Swaps** performed in the same 24-month period from the **Start Date** of your **Subscription Term**, as further set out in clause 7.2; or

(c) you have a **New Galaxy Club Monthly Subscription** and you have already had a **Swap** performed in the same 12-month period from the **Start Date** of your **Subscription Term**, as further set out in clause 7.2.

AMTA means Australian Mobile Telecommunications Association.

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

Australian Consumer Law means the law contained in Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

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

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

Condition means, for a **Screen Replacement**, 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 **Main 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.

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

Customised Mobile Device means a **Device** that has been customised or made to order for a particular end user (e.g. an exclusive colour variant of a **Device** that is only offered for sale on **Samsung's Website** and requires special production).

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** wireless device (smartphone, tablet or smart watch) 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;

(ix) docking stations; and

(x) smart watch straps

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.

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

Early Guaranteed Residual Value Trade-In Fee means the fee payable for a **Guaranteed Residual Value Trade-In Request** made within the first 8 months of your **Subscription Term**, as further set out in clause 7.2.1(b)(i).

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

(a) as new by **Samsung** and is eligible to be registered in the **Program** at the time of purchase or transfer; or

(b) as a **Like Mobile Device**, pursuant to the **Program**;

(c) by **Samsung** under warranty or Consumer Guarantee, the details of which (including the **IMEI**) you have reported to **Samsung** through the **Portal**.

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

Fees means the fees set out in clause 4.

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 means the trade-in of a **Subscriber's Registered Device** for **Trade-In Credit** towards the purchase of the **Subscriber's Next Generation Device** permitted under these **Terms & Conditions**.

Guaranteed Residual Value Trade-In Fee means each of the following fees: (a) the **Early Guaranteed Residual Value Trade-in Fee**; (b) the **NGWO Guaranteed Residual Value Trade-In Fee**; and (c) the **Alternative NGWO Guaranteed Residual Value Trade-In Fee.**

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

GST means goods and services tax.

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

Inoperable Device has the meaning given to that term in clause 4.9 and 4.10 (as applicable).

Inoperable Device Fee has the same meaning as **Device Non-Return Fee**.

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

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**.

Limit has the meaning given to that term in clause 2.1, clause 5.2, clause 6.2 and clause 7.4 (as applicable).

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 **Screen Replacement**.

Main Screen means for:

(a) single screen devices – the sole screen on the **Device**.

(b) multi-screen devices, including:

(i) Galaxy Flip series – the two internal screens that make the **Device**'s main display. For the avoidance of doubt the main screen does not include the small cover screen on the exterior of the **Device**; and

(ii) Galaxy Fold series – the two internal screens that make the **Device**'s main display. For the avoidance of doubt the main screen does not include the single cover screen on the exterior of the **Device**.

Screen Replacement means the following services performed on a **Registered Device**:

(a) replacement of the **Main Screen**;

(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.

Screen Replacement Fee means the fee set out in clause 4.4.

Screen Replacement Request means a request for a **Screen Replacement** permitted under these **Terms & Conditions**.

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

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.

NGWO Guaranteed Residual Value Trade-In Fee means the fee payable for a **Guaranteed Residual Value Trade-In Request** where your **Registered Device** is in **Non-Good Working Order**, as reasonably determined by Us and as further set out in clause 7.2.

Payment Card includes VISA and MasterCard credit and debit cards, or any other payment method advised to you at the time of payment.

Personal Information means information or an opinion about an identified individual or an individual who is reasonable 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).

Portal means an on-line web portal, which may be accessed via the **Website**, and which **Subscribers** will use to lodge **Swap Requests**, **Screen Replacement Requests** and **Guaranteed Residual Value Trade-In Requests** and carry out other administrative tasks in relation to the **Program**.

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.**

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. The **Recommended Retail Price** is outlined in clause 7.3.1.

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

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

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

Samsung Knox Guard is a **Samsung** security feature installed on **Like Mobile Devices** that enables the remote disablement of **Like Mobile Devices** as further set out in the **Terms and Conditions**.

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 means an amount equivalent to your **Trade-In Credit**.

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 3.4.1.

Service Request means a **Screen Replacement Service Request, Swap Request** or **Guaranteed Residual Value Trade-In Request** (as the context permits).

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**.

Subscription Term means the applicable term of your **Subscription** commencing from the **Start Date** and as further set out in clause 2.

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

Swap Fee means the fee set out in clause 4.3.

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

Trade ID means a token, barcode, card or instrument, in whatever form or media, issued to you by us in an amount equivalent to the **Trade-In Credit**.

Trade-In Credit means the credit received for trading-in a **Registered Device** under clause 7.2.

Walk-In Service means the service where a **Subscriber** brings in their **Registered Device** to an **Authorised Service Centre** for a **Screen Replacement** 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**.