

SAMSUNG TRADE-UP PROGRAM (IN STORE)

CUSTOMER TERMS AND CONDITIONS FOR PARTICIPATING IN THE SAMSUNG TRADE-UP PROGRAM (IN STORE)

1. GENERAL:

- 1.1 You are entering into these Terms and Conditions with Asurion Australia Pty Ltd ABN 18 155 388 275 (“**Asurion**”, “**Us**”, “**We**”).
- 1.2 Samsung Electronics Australia Pty Ltd, its employees and contractors (collectively “**Samsung**”) may provide elements of the Program as Our agent.
- 1.3 Words with special meaning in these Terms and Conditions are capitalised like this: "Special Word". Definitions of words with special meanings are found in clause 12.

2. INFORMATION ABOUT THE PROGRAM

Subject to these Terms and Conditions, We will provide You with a unique Trade ID that provides You with a discount off the Purchase Price of a New Samsung Device when You purchase Your New Samsung Device in Store from Samsung and trade-in Your Existing Device to Us.

3. THESE TERMS AND CONDITIONS:

Please read these Terms and Conditions carefully. Your participation in the Program is subject to Your compliance with these Terms and Conditions. These Terms and Conditions outline Your responsibilities under the Program and provide You with other important information.

4. ELIGIBILITY:

To be eligible to participate in the Program, You must:

- (a) be an Australian resident who is at least 18 years old;
- (b) be capable of entering into a binding contract;
- (c) own an Existing Device that Qualifies for the Program;
- (d) be the legal and rightful owner of Your Existing Device with no third party having the right to claim any interest, right or ownership of Your Existing Device;
- (e) confirm Your Existing Device has not been reported lost or stolen;
- (f) provide Your full name, address and phone number;
- (g) confirm that You are not registered or required to be registered for Goods and Services Tax, and as such, Your supply of Your Existing Device is not a taxable supply for the purposes of A New Tax System (Goods and Services Tax) Act 1999;
- (h) purchase a New Samsung Device in Store at the same time that You trade-in Your Existing Device; and

- (i) leave Your Existing Device with Your Samsung Representative in Store, who will package Your Existing Device for collection by Us.

5. TRADING-IN YOUR EXISTING DEVICE:

5.1 To participate in the Program, You will need to attend to the following (either prior to attending a Store or with the assistance of Your Samsung Representative while you are in Store):

- (a) download the Samsung Trade-Up App from the Apple store or the Google Play store; and
- (b) use the Samsung Trade-Up App to confirm that Your Existing Device Qualifies for the Program.

5.2 Once the Samsung Trade-Up App confirms that Your Existing Device Qualifies for the Program, in consideration for the supply of Your Existing Device, You will be:

- (a) advised of the estimated discount that You will receive off the Purchase Price of a New Samsung Device if You purchase Your New Samsung Device in Store from Samsung and trade-in Your Existing Device to Us; and
- (b) provided with a unique Trade ID that Your Samsung Representative can use to apply that discount at the point of sale when purchasing Your New Samsung Device in Store from Samsung.

5.3 You can only use the Trade ID once and can only use one Trade ID, and therefore apply one discount, towards the purchase of each New Samsung Device purchased in Store.

5.4 When You trade-in Your Existing Device by leaving it with Your Samsung Representative in Store:

- (a) You agree Your Samsung Representative in Store will:
 - (i) conduct a physical assessment of Your Existing Device and let you know whether the estimated discount provided by the Samsung Trade-Up App pursuant to clause 5.2(a) needs to be revised; and
 - (ii) package Your Existing Device for collection by Us; and
- (b) You offer to transfer ownership of Your Existing Device to Us under these Terms and Conditions; and
- (c) when we receive Your Existing Device, We will undertake a final assessment of it to confirm whether Your Existing Device Qualifies for the Program; and
- (d) upon satisfactory completion of Our final assessment, We will accept Your offer without further communication with You at which point You enter into a contract with Us for the sale of Your Existing Device to Us and ownership of Your Existing Device will immediately transfer to Us; and

- (e) In consideration for the transfer of the ownership of Your Existing Device to Us, We have provided You with the Trade ID as per clause 5.2. The value of the Trade ID was equal to the discount that You will receive off the Purchase Price of a New Samsung Device as per clause 5.2.

6. PRIVACY

By applying to participate, or participating in, the Program You consent to Us to collecting, handing, storing and/or disclosing Your Personal Information in accordance with Data Privacy Laws and Our privacy policy, a copy of which is available at

<https://www.asurion.com.au/eng/privacy-policy/>

7. YOUR RESPONSIBILITIES:

7.1 Before leaving Your Existing Device with a Samsung Representative in Store:

- (a) We recommend that You back up any files, photos or other data which You have stored on Your Existing Device.
- (b) You must remove the SIM card, memory card and any personal or confidential data. SIM cards received by Us will not be returned to You, they will be securely destroyed and You will need to contact your carrier for a replacement SIM. Data remaining on Your Existing Device will be securely wiped and Your Existing Device may also be reset to factory settings. We will not be able to recover any data stored on Your Existing Device.
- (c) You must disable all activation or device locking features (eg, Find My iPhone, Google account locks and Samsung account locks). These features may prevent Your Existing Device from being wiped and factory reset until You disable the feature. If You send Us Your Existing Device and it is locked, We will contact You to assist You to unlock Your Existing Device remotely. If You fail to unlock Your Existing Device remotely or fail to respond to Our request to unlock Your Existing Device remotely, You may be charged an In-eligible Device Fee. Upon payment of Your In-eligible Device Fee, Your In-eligible Device will be returned to You.

8. 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.

9. LOST OR STOLEN DEVICES

- 9.1 The criteria for a Good Working Order Device and an Acceptable Damaged Device include, amongst other things, that Your Existing Device is not IMEI blocked. Devices are usually IMEI blocked when they have been reported as lost or stolen, with IMEI blocking preventing You from receiving or making phone calls. Your Samsung Representative will submit the IMEI number of Your Existing Device to AMTA to check that it has not been reported as lost or stolen while You are in Store.

9.2 If Your Existing Device has been reported as lost or stolen, Your Samsung Representative may request that You provide any additional documents or information including proof of ownership. In the event that there is insufficient proof of ownership, Samsung will deal with Your Existing Device in accordance with the relevant law which may include providing Your Existing Device to the relevant authorities.

10. MISCELLANEOUS

10.1 We may preclude You from participating in the Program if at any time We reasonably believe that:

- (a) You are using the Program (whether intentionally or not) in a way that may adversely impact the reputation of Asurion or Samsung;
- (b) You are using the Program in a manner which is, or is reasonably believed to be fraudulent, illegal or related to any criminal activity or intended to make a commercial gain;
- (c) You have breached these Terms and Conditions; or
- (d) You have provided Us with incorrect, false or incomplete information.

10.2 Entering into the Program does not prevent You from exercising Your rights under Samsung's Change of Mind Policy, a copy of which is available here <https://www.samsung.com/au/samsungstore/returns/Policy>.

10.3 If You exercise Your right to return Your New Samsung Device during the 14 day change of mind period set out in Samsung's Change of Mind Policy, or if Samsung has agreed to refund You the Purchase Price of Your New Samsung Device because Your New Samsung Device is defective, We will return Your Existing Device to You, unless Your Existing Device has been altered by Us and/or is no longer in Our custody.

10.4 *Severability.* If a provision of these terms is invalid or unenforceable, it may be severed from these terms and the remaining provisions of these terms continue in force.

10.5 These Terms and Conditions will be governed by and construed in accordance with the laws of New South Wales.

11. ENQUIRIES

If you have any queries, complaints or feedback regarding the Program, please contact Us at Samsung-tradeup_inquiries@asurion.com.

12. DEFINITIONS:

In these Terms and Conditions, the following words have the following meanings:

Acceptable Damaged Device means an Eligible Device which has an acceptable level of damage as determined by a series of functional tests and device condition assessments performed using the Samsung Trade-Up App.

AMTA means Australian Mobile Telecommunications Association.

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 the Privacy Act 1988 (Cth) that applies to Us.

Eligible Device means a smart phone of a make and model that is eligible for participation in the Program, as determined by Us and Samsung.

Existing Device means a device that You own.

Good Working Order Device means an Eligible Device which is in good working order as determined by a series of functional tests and device condition assessments performed using the Samsung Trade-Up App.

IMEI means international mobile equipment identity.

In-eligible Device is an Existing Device that:

- (a) is not an Eligible Device;
- (b) is not a Good Working Order Device or an Acceptable Damaged Device;
- (c) does not have all activation and device locking features disabled (eg, Find My iPhone, Google account locks and Samsung account locks);
- (d) is AMTA blocked;
- (e) is beyond economic repair (including where it has liquid damage or catastrophic damage);
- (f) contains non genuine parts;
- (g) has missing parts;
- (h) has an operating system bypass (eg. jailbroken);
- (i) cannot power up;
- (i) does not have clear chain of ownership; and/or
- (k) is an Incorrect Device.

Incorrect Device is a device that does not contain the same IMEI as the device that You assessed for trade-in using the Samsung Trade-Up App.

In-eligible Device Fee means a fee which is equal to the amount of the discount You received when Your unique Trade ID was applied at the point of sale when You purchased Your New Samsung Device in Store from Samsung in accordance with clause 5.2 of these Terms and Conditions.

New Samsung Device means a new Samsung smart phone of Your choice that is available for You to purchase in Store from Samsung.

Personal Information means information or an opinion about an identified individual or an individual who is reasonably identifiable: (a) whether the information or opinion is true or not; and (b) whether the information or opinion is recorded in a material form or not.

Purchase Price means the price payable for a New Samsung Device in Store as advertised by Samsung as at the date You participate in the Program.

Qualifies means that Your Existing Device is an Eligible Device that is either a Good Working Order Device or an Acceptable Damaged Device and is not an In-eligible Device.

Samsung Representative means a person who is employed to represent Samsung in Store.

Samsung Trade-Up App means the application used to assess whether Your Existing Device Qualifies for trade-in under the Program.

Store means at a retail store branded as “Samsung” and operated by Samsung or its appointed third-party operator.

You and Your means you, being an individual who meets the eligibility criteria in clause 4.1 of these Terms and Conditions.