

## **SAMSUNG TRADE-UP PROGRAM (ONLINE)**

### **CUSTOMER TERMS AND CONDITIONS FOR PARTICIPATING IN THE SAMSUNG TRADE-UP PROGRAM (ONLINE)**

#### **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 meanings in these Terms and Conditions are capitalized like this: “Special Word”. Definitions of words with special meanings are found in clause 13.

#### **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 Online 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:**

- 4.1 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, phone number and valid Payment Card details;
  - (g) have sufficient funds remaining on Your Payment Card to enable Your bank to reserve a hold against the funds on Your Payment Card to the value of Your estimated trade-in credit until We receive, and complete Our final assessment of, Your Existing Device;
  - (h) purchase a New Samsung Device Online at the same time that You trade-in Your Existing Device; and
  - (i) send Your Existing Device to Us.

- 4.2 You must provide Us with a copy of Your valid drivers licence bearing Your full name, Your photograph, Your residential address and Your signature. You provide this by uploading a photograph of Your valid drivers licence to the Samsung Trade-Up App (further details of which are set out in clause 5.1 below).
- 4.3 Where You are unable to provide the identification in clause 4.2 above, you may provide the Alternative Identification Documentation instead.
- 4.4 Where You are unable to meet the identification requirements set out in clause 4.2 or clause 4.3, You cannot participate in the Program.

## 5. TRADING-IN YOUR EXISTING DEVICE:

- 5.1 To participate in the Program, You will need to:
- (a) download the Samsung Trade-Up App from the Apple Store or the Google Play Store;
  - (b) use the Samsung Trade-Up App to confirm that Your Existing Device Qualifies for the Program; and
  - (c) enter Your full name, address, phone number and Payment Card details.
- 5.2 Once the Samsung Trade-Up App confirms that Your Existing Device Qualifies for the Program:
- (a) You will be advised of the discount that You will receive off the Purchase Price of a New Samsung Device if You purchase Your New Samsung Device Online and trade-in Your Existing Device to Us; and
  - (b) We will request Your bank to reserve a hold against the funds on Your Payment Card to the value of the amount advised to You in clause 5.2(a) (**the Hold Fee**). The Hold Fee will remain in place until We receive, and complete Our final assessment of, Your Existing Device (**the Hold Duration**). The Hold Fee will present on Your Payment Card statement as a pending transaction that reduces the funds You have available to spend using Your Payment Card for the Hold Duration. We will not charge Your Payment Card other than in accordance with clause 5.6 below; and
  - (c) Subject to clause 5.2(b) above, You will be provided with a unique Trade ID that You can use to apply the discount at the point of sale when purchasing Your New Samsung Device Online from Samsung.
- 5.3 You can only use each Trade ID once. However, you can use up to two Trade IDs, and therefore apply up to two trade-in credits, towards the purchase of each New Samsung Device in a single Online transaction with Samsung,. The total trade-in credit cannot exceed the Purchase Price of your New Samsung Device purchased Online with Samsung and the minimum Purchase Price of your New Samsung Device remaining after the trade-in credits have been applied (as well as any other discounts) must be at least AUD\$1. If the trade-in credits exceed the Purchase Price of the New Samsung Device to be purchased Online (including due to any other discounts also being applied in the same transaction), You can try to reduce your trade-in credit by removing one or both of the Trade IDs from the transaction or otherwise select an alternate New Samsung

Device with a higher Purchase Price so that the Purchase Price remaining after the trade-in credits have been applied (including due to any other discounts also being applied) is at least AUD\$1. Trade-in credits are not otherwise exchangeable, redeemable for cash or able to be used in subsequent transactions.

5.4 Before entering Your Trade ID when purchasing a New Samsung Device Online, You agree to:

- (a) post Your Existing Device to Us so We can undertake a final assessment of Your Existing Device to validate that it Qualifies for the Program; and
- (b) offer to transfer ownership of Your Existing Device to Us under these Terms and Conditions; and
- (c) Us undertaking a final assessment of Your Existing Device to:
  - (i) confirm whether Your Existing Device Qualifies for the Program when we receive Your Existing Device; and
  - (ii) determine whether Your Existing Device has been Mis-Graded; and
- (d) Us accepting Your offer without further communication with You after we have completed Our final assessment of Your Existing Device, 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.

5.5 Within seven days after the date on which You receive Your New Samsung Device, You must return Your Existing Device to Us in accordance with the return instructions set out in clause 8.2 of these Terms and Conditions.

5.6 If You:

- (a) fail to return Your Existing Device to Us within seven days after the date on which You receive Your New Samsung Device, You may be charged a Device Non-Return Fee and a Device Non-Return Administration Fee in accordance with clause 6.2(a) below; or
- (b) return a device to Us that is an In-eligible Device, You may be charged an In-eligible Device Fee in accordance with clause 6.2(b) below; or
- (c) return a Mis-Graded Device, You may be charged a Mis-Grading Fee in accordance with clause 6.2(c) below.

## **6. INFORMATION ABOUT PRICING**

6.1 You will need to use a valid Payment Card to purchase Your New Samsung Device Online.

6.2 You authorize Us to charge Your Payment Card:

- (a) a Device Non-Return Fee and a Device Non-Return Administration Fee if You do not return Your Existing Device to Us within seven days after the date on which You receive Your New Samsung Device.
  - (b) an In-eligible Device Fee if You return a device which is an In-eligible Device. Upon payment of Your In-eligible Device Fee, Your In-eligible Device will be returned to You and title in Your In-eligible Device will transfer back to You.
  - (c) a Mis-Grading Fee if You return a Mis-Graded Device.
- 6.3 Once We complete Our final assessment of Your Existing Device, the Hold Fee will be released by Your bank. As the Hold Fee is a temporary hold, and not a charge, the returned funds will not show as a transaction on Your Payment Card statement.

## **7. PRIVACY AND PAYMENT CARD SECURITY**

- 7.1 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/>.
- 7.2 We are committed to the security and confidentiality of Your Payment Card details. Your Payment Card details will be encrypted upon collection and then destroyed by Us upon the completion of the trade-in of Your Existing Device.

## **8. YOUR RESPONSIBILITIES:**

### **8.1 Before posting Your Existing Device to Us:**

- (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.

### **8.2 When posting Your Existing Device to Us:**

- (a) Use the pre-paid digital return label provided to You to post Your Existing Device to Us from Your local Australia Post outlet; and
- (b) Ensure that You also post to Us Your stylus (where Your Existing Device comes with one).

## **9. 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.

## **10. LOST OR STOLEN DEVICES:**

- 10.1 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. We will submit the IMEI number of Your Existing Device to AMTA to check that it has not been reported as lost or stolen.
- 10.2 If Your Existing Device has been reported as lost or stolen, We may request that You provide Us with any additional documents or information including proof of ownership. In the event that there is insufficient proof of ownership, We will deal with Your Existing Device in accordance with the relevant law which may include providing Your Existing Device to the relevant authorities.

## **11. MISCELLANEOUS**

- 11.1 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;
  - (b) You have breached these Terms and Conditions; or
  - (c) You have provided Us with incorrect, false or incomplete information.
- 11.4 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/](https://www.samsung.com/au/estore/static/link_terms_and_conditions_of_sale/)) will govern Your purchase of a New Samsung Device Online and any other products purchased from Samsung Online.
- 11.5 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/estore/static/link\\_mindpolicy\\_p/](https://www.samsung.com/au/estore/static/link_mindpolicy_p/).

- 11.6 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.
- 11.7 *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.
- 11.8 These Terms and Conditions will be governed by and construed in accordance with the laws of New South Wales.

## 12. ENQUIRIES

If you have any queries, complaints or feedback regarding the Program, please contact Us at [Samsung-tradeup\\_inquiries@asurion.com](mailto:Samsung-tradeup_inquiries@asurion.com).

## 13. 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.

### **Alternative Identification Documentation means:**

- (1) a card or other document that:
- (a) bears Your photograph, and
  - (b) is issued by an Australian Authority, and
  - (c) includes Your name, signature and residential address.
- or
- (2) a combination of cards or other documents that:
- (a) are issued by organisations or persons (other than You) and that include Your name, signature and residential address; and
  - (b) includes a card or document issued by an Australian Authority
- or
- (3) a card or other document, such as a foreign passport, issued by a Foreign Authority that
- (a) bears Your photograph, and
  - (b) includes Your name, signature and residential address, which may be a permanent or temporary residential address in Australia.
- or
- (4) a combination of cards or other documents, such as a foreign passport, that includes

- (a) a card or document issued by a Foreign Authority that bears Your photograph and includes Your name, signature and residential address, which is not a permanent or temporary residential address in Australia; and
- (b) a document, such as a letter from a landlord or owner of a hotel or similar premises, that includes Your permanent or temporary residential address in Australia.

**AMTA** means Australian Mobile Telecommunications Association.

**Australian Authority** means the government or a statutory authority of New South Wales, the Commonwealth, another State or a Territory.

**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.

**Device Non-Return 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 Online in accordance with clause 5.2 of these Terms and Conditions.

**Device Non-Return Administration Fee** means a \$60 administration fee which will be charged by Asurion in addition to the Device Non-Return Fee.

**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.

**Foreign Authority** means the government or a government authority of a foreign country or a state or other part of a foreign country.

**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.

**Hold Fee** has the meaning given to it in clause 5.2(b).

**Hold Duration** has the meaning given to it in clause 5.2(b).

**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;
- (j) 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 Online in accordance with clause 5.2 of these Terms and Conditions.

**Mis-Graded or Mis-Grading** means that Your Existing Device has been incorrectly assessed using the Samsung Trade-Up App as a result of misrepresentations You have made about Your Existing Device when using the Samsung Trade-Up App.

**Mis-Graded Device** means Your Existing Device has been Mis-Graded.

**Mis-Grading Device Fee** means a fee which is equal to the difference between the following amounts:

- (i) 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 Online in accordance with clause 5.2 of these Terms and Conditions; and
- (ii) the fair market value of Your Existing Device once grading is confirmed by Us.

**New Samsung Device** means a new Samsung smart phone or tablet of Your choice that is available for You to purchase Online from Samsung and is an eligible device for the purposes of the Program (eligible devices for the purposes of the Program will be labelled as such Online).

**Online** means at the Samsung E-Store, which is available at <https://www.samsung.com/au/>.

**Payment Card** means a valid Australian issued credit or debit card that is accepted as a form of payment in the Samsung Trade-Up App.

**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.

**Program** means the Samsung Trade-Up Program.

**Purchase Price** means the price payable for a New Samsung Device as advertised by Samsung Online 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 Trade-Up App** means the application used to assess whether Your Existing Device Qualifies for trade-in under the Program.

**You and Your** means you, being an individual who meets the eligibility criteria in clause 4 of these Terms and Conditions.