

## **SAMSUNG TRADE-IN PROGRAM (IN STORE)**

### **CUSTOMER TERMS AND CONDITIONS FOR PARTICIPATING IN THE SAMSUNG TRADE-IN 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. Definitions of words with special meanings are found in clause 14.

#### **2. INFORMATION ABOUT THE PROGRAM**

Subject to these Terms and Conditions, We will provide You with a unique trade in identification code (“**Trade ID**”) that provides You with a reduction 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:**

- 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 and phone number;
  - (g) purchase a New Samsung Device in Store at the same time that You trade in Your Existing Device;
  - (h) post Your Existing Device to Us or leave Your Existing Device with a Samsung Representative in Store, who will package Your Existing Device for collection by Us; and

- (i) provide Us with a copy of Your valid drivers licence bearing Your full name, Your photograph, Your residential address, Your date of birth and Your signature.
- 4.2 Where You are unable to provide the identification in clause 4.1(i) above, Your Samsung Representative will advise You of alternative identification documents that You can provide to satisfy the identification requirements.
- 4.3 Providing a valid form of identification is a material condition of these Terms and Conditions to enable Us to comply with Our legal obligations under the second-hand dealing laws. If You are unable to meet the identification requirements set out in clause 4.1(i) or 4.2 above, You cannot participate in the Program.
- 5. TRADING-IN YOUR EXISTING DEVICE:**
- 5.1 You will need to complete the following while You are in Store:
  - (a) provide:
    - (i) Your Existing Device details, email, full name, address and phone number; and
    - (ii) valid Payment Card details if You are electing to post Your Existing Device to Us;
  - (b) upload Your valid drivers licence or alternative identification documents as described in clauses 4.1(i) or 4.2; and
  - (c) answer a series of questions regarding the condition of Your Existing Device.
- 5.2 Once You have completed Our preliminary assessment and We confirm to You that You are eligible to participate in the Program and Your Existing Device Qualifies for the Program, You will be:
  - (a) advised of the estimated reduction that You will receive off the Purchase Price of a New Samsung Device if You purchase Your New Samsung Device in Store and trade in Your Existing Device to Us; and
  - (b) provided with a unique Trade ID that Your Samsung Representative can use to apply the estimated reduction at the point of sale when purchasing Your New Samsung Device in Store.
- 5.3 You can only use each Trade ID once. However, You can use more than one Trade ID, and therefore apply more than one discount, towards the purchase of each New Samsung Device purchased in Store. Your trade-in credit(s) can only be used in one transaction with Samsung, either in-store or online. Any excess value remaining will be forfeited and is not exchangeable, redeemable for cash or able to be used in subsequent transactions.
- 5.4 When You trade in Your Existing Device by leaving it with Your Samsung Representative in Store:
  - (a) You agree to Your Samsung Representative in Store:
    - (i) conducting a physical assessment of Your Existing Device to determine whether the estimated reduction provided pursuant to clause 5.2(a) requires revision

because the condition of Your Existing Device (as reasonably assessed by Your Samsung Representative) is not consistent with the information You provided about the condition of Your Existing Device under clause 5.1(c). If the estimated discount needs to be revised, Your Samsung Representative will notify You of the revised reduction; and

- (ii) packaging 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) upon Our receipt of Your Existing Device, 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.

5.5 When you trade in Your Existing Device to Us by posting it to Us (instead of leaving it with Your Samsung Representative in Store):

- (a) You agree to post Your Existing Device to Us within **seven (7) days** after the date on which You receive Your New Samsung Device and in accordance with the instructions emailed to You;
- (b) You consent to Us charging Your Payment Card an amount equivalent to the value of the amount advised to You in clause 5.2(a) ("**Security Charge**") as soon as You use Your unique Trade ID. We will hold the Security Charge until We have received Your Existing Device and completed Our final assessment of Your Existing Device. Once Our final assessment of Your Existing Device is complete and We have determined that Your Existing Device is in the condition which You declared under clause 5.1(c), We will then process a refund of the Security Charge (**subject to clause 7**);
- (c) You offer to transfer ownership of Your Existing Device to Us under these Terms and Conditions;
- (d) You agree to Us undertaking a final assessment of Your Existing Device once We receive it to:
  - (i) confirm Our preliminary assessment that Your Existing Device Qualifies for the Program; and
  - (ii) determine whether Your Existing Device has been Mis-Graded;
- (e) Where Our final assessment confirms that Your Existing Device Qualifies for the Program and has not been Mis-Graded:
  - (i) You agree to Us accepting 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

- (ii) We will process a refund of Your Security Charge in full. Please note that it may take up to 10 business days for the refund to appear in Your account.
- (f) Where:
  - (i) Our final assessment confirms that Your Existing Device is an In-eligible Device, then the provisions in clause 7.1 will apply.
  - (ii) Our final assessment confirms that Your Existing Device has been Mis-Graded, then the provisions in clause 7.2 will apply.
  - (iii) You fail to post Your Existing Device to Us within **fourteen (14) days** after the date on which You receive Your New Samsung Device, then the provisions in clause 7.3 will apply.

## **6. IMPORTANT INFORMATION ABOUT FEES AND CHARGES:**

6.1 By participating in the Samsung Trade-In Program and providing Us with Your valid Payment Card, You expressly authorise Us to charge Your Payment Card one or more of the following (as applicable):

- (a) Security Charge;
- (b) In-Eligible Device Fee;
- (c) Mis-Grading Device Fee;
- (d) Late Return Fee.

6.2 For the avoidance of doubt, if You choose to leave Your device in Store with a Samsung Representative, the fees outlined in clause 6.1 will not apply.

## **7. PROCESS FOR IN-ELIGIBLE DEVICES, MIS-GRADED DEVICES AND LATE RETURNS:**

### **7.1 In-Eligible Devices:**

If You have posted Us an In-Eligible Device, We will:

- (a) notify You via email that Your Existing Device is an In-Eligible Device;
- (b) not accept Your offer to transfer ownership of Your Existing Device to Us (in which case You do not enter into a contract with Us for the sale of Your Existing Device to Us and ownership of Your Existing Device will not transfer to Us);
- (c) apply the In-Eligible Device Fee by retaining Your Security Charge in full; and
- (d) return Your In-Eligible Device to You.

### **7.2 Mis-Graded Devices:**

- (a) If You have posted Us a Mis-Graded Device, We will notify You via email:
  - (i) of the reasons for the Mis-Grading; and

- (ii) that a Mis-Grading Device Fee will apply and the amount of the Mis-Grading Device Fee.
- (b) If You do not want to pay the Mis-Grading Device Fee and would prefer to have Your Existing Device returned to You, You must notify Us via the Trade-In Self-Serve Portal within **seven (7) days** of receipt of Our email.
- (c) If You notify Us via the Trade-In Self-Serve Portal within **seven (7) days** of receipt of Our email that You do not want to pay the Mis-Grading Fee and would prefer to have Your Existing Device returned to You, We will:
  - (i) not accept Your offer to transfer ownership of Your Existing Device to Us (in which case You do not enter into a contract with Us for the sale of Your Existing Device to Us and ownership of Your Existing Device will not transfer to Us); and
  - (ii) arrange for Your Existing Device to be returned to You.
- (d) If You **do not** notify Us via the Trade-In Self-Serve Portal within **seven (7) days** of receipt of Our email that You do not want to pay the Mis-Grading Device Fee and would prefer to have Your Existing Device returned to You, We will:
  - (i) accept Your offer to transfer ownership of Your Existing Device to Us (in which case You enter into a contract with Us for the sale of Your Existing Device to Us and ownership of Your Existing Device will transfer to Us); and
  - (ii) apply the Mis-Grading Device Fee by processing a partial refund of the Security Charge. The amount You will receive as a refund will be the difference between the Security Charge and the Mis-Grading Device Fee.
- (e) If clause 7.2(c) applies You will not receive a refund of the Security Charge due to You already having received an equivalent reduction off the Purchase Price of Your New Samsung Device in Store.

### 7.3 Late Returns:

- (a) If You return Your Existing Device to Us more than fourteen (14) days but less than ninety (90) days after the date on which You receive Your New Samsung Device, We will:
  - (i) accept Your offer to transfer ownership of Your Existing Device to Us (in which case You enter into a contract with Us for the sale of Your Existing Device to Us and ownership of Your Existing Device will transfer to Us); and
  - (ii) charge You a Late Return Fee.
- (b) If You return Your Existing Device to Us ninety (90) days or more after the date on which You receive Your New Samsung Device, We will:
  - (i) not accept Your offer to transfer ownership of Your Existing Device to Us (in which case You do not enter into a contract with Us for the sale of Your Existing Device to Us and ownership of Your Existing Device will not transfer to Us); and

- (ii) arrange for Your Existing Device to be returned to You.
- (c) If clause 7.3(b) applies You will not receive a refund of the Security Charge due to You already having received an equivalent reduction off the Purchase Price of Your New Samsung Device in Store

## **8. PRIVACY:**

8.1 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://corporate.asurion.com.au/eng/privacy-policy/>

8.2 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.

## **9. YOUR RESPONSIBILITIES:**

9.1 Before posting in Your Existing Device to Us, or 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 (e.g, 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 We receive Your Existing Device and find that it is locked, We will email You instructions on how to unlock Your Existing Device remotely. You agree to assist Us with Our request within the timeframe specified to You. If You fail to unlock Your Existing Device remotely or fail to respond to Our request to unlock Your Existing Device remotely, Your Existing Device will be deemed an In-eligible Device and an In-eligible Device Fee will apply (where You have elected to post Your Existing Device to Us). In these circumstances, We will not accept Your offer to transfer ownership of Your Existing Device to Us, Your Security Charge will not be refunded as it will be used to satisfy payment by You of the In-eligible Device Fee and Your In-eligible Device will be returned to You.
- (d) You must remove any personal accessories (such as phone covers, chargers, headphones or cases) as these are not required to be sent to Us. If We receive these items, they will be disposed of and We will be unable to return them to You.

9.2 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, You will not incur any additional charges for packaging and delivery; and
- (b) ensure that You also post to Us Your stylus (where Your Existing Device comes with one).

## **10. 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.

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

- 11.1 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.
- 11.2 If Your Existing Device has been reported as lost or stolen or is otherwise reasonably suspected to be lost or stolen, We or 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, We or Samsung will deal with Your Existing Device in accordance with the relevant law which may include providing Your Existing Device to the relevant authorities. In these circumstances, Your Existing Device will not be returned to You.

## **12. MISCELLANEOUS:**

- 12.1 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 where the breach is by its nature material; or
  - (d) You have provided Us with incorrect, false or incomplete information and we have relied on this information.
- 12.2 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>.

- 12.3 If You have exercised Your right to return Your New Samsung Device during the 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, then You must notify Us as soon as reasonably practicable. Following Your notification to Us, We will cancel Your trade in transaction and if We have received Your Existing Device, We will arrange to return it to You provided that it is still in Our custody.
- 12.4 If You have notified Us that You have either (i) exercised Your right to return Your New Samsung Device under Samsung's Change of Mind policy, or (ii) You have received a refund from Samsung for the Purchase Price of Your New Samsung Device, but You have not posted Your Existing Device to Us (if applicable), then We will cancel Your trade in transaction and the Security Charge will be refunded to You.
- 12.5 *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.
- 12.6 *Updates to these Terms and Conditions.* From time to time, We may make updates to these Terms and Conditions. The version of these Terms and Conditions that You acknowledged and agreed to when You traded in Your Existing Device will be applicable.
- 12.6 These Terms and Conditions will be governed by and construed in accordance with the laws of New South Wales.

### 13. ENQUIRIES:

If you have any queries, complaints or feedback regarding the Program, please contact Us by using the enquiry function in the Trade-In Self-Serve Portal, or alternatively You may contact Us via email at [Samsung-tradeup\\_inquiries@asurion.com](mailto:Samsung-tradeup_inquiries@asurion.com).

### 14. 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 Our device condition assessment performed in Store and by Our final assessment of the device.

**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) smartphone,
- (b) tablet,
- (c) smart watch



- (d) audio accessory, or
- (e) other electronic equipment,

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 Our device condition assessment performed in Store and by Our final assessment of the device.

**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) Is an overseas variant that is not compatible with Australian telecommunications networks;
- (d) does not have all activation and device locking features disabled (eg, Find My iPhone, Google account locks and Samsung account locks);
- (e) is AMTA blocked;
- (f) is liquid damaged;
- (g) has missing parts;
- (h) has an operating system bypass (eg. jailbroken);
- (i) cannot power up;
- (j) does not have clear chain of ownership;
- (k) is a counterfeit device; and/or
- (l) is an Incorrect Device.

**In-eligible Device Fee** means a fee which is equal to the amount of the estimated reduction You received when Your unique Trade ID was applied at the point of sale when You purchased Your New Samsung Device in Store (excluding any additional trade-in bonuses offered) in accordance with clause 5.2 of these Terms and Conditions.

**Incorrect Device** is a device that does not contain the same IMEI or serial number as the device that You assessed for trade-in in Store.

**Late Return Fee** means a fee of up to \$60 which may be charged by Asurion if you fail to post in your Existing Device within **fourteen (14) days** after receiving Your New Samsung Device to your nominated delivery address. This fee is non-refundable.

**Mis-Graded or Mis-Grading** means that Your Existing Device has been incorrectly assessed as a result of misrepresentations You have made to about the condition of Your Existing Device.

**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 reduction You received when Your unique Trade ID was applied at the point of sale when You purchased Your New Samsung Device Online (excluding any additional trade-in bonuses offered) 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 smartphone, tablet or smart watch of Your choice that is available for You to purchase in Store from Samsung and is an Eligible Device for the purposes of the Program (Eligible Devices for the purposes of the Program will be notified to You as such in Store).

**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-In Program.

**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.

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

**Trade-In Self-Serve Portal** means the website used to view the details of Your existing Trade ID, accessible from: <https://samsungtradeup.asurion.com.au/>

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