

## SAMSUNG TRADE-IN PROGRAM (ONLINE)

### CUSTOMER TERMS AND CONDITIONS FOR PARTICIPATING IN THE SAMSUNG TRADE-IN 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 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 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 on Your Payment Card equivalent to the value of the estimated trade-in credit;
  - (h) purchase a New Samsung Device Online at the same time that You trade in Your Existing Device;
  - (i) post Your Existing Device to Us; and

- (j) provide Us with a copy of Your valid drivers licence bearing Your full name, Your photograph, Your date of birth, Your residential address and Your signature. You provide this by uploading a photograph of Your valid drivers licence to the Samsung Trade-In Web Platform (further details of which are set out in clause 5.1 below).
- 4.2 Where You are unable to provide the identification in clause 4.1(j) above, You may provide the Alternative Identification Documentation instead.
- 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(j) or clause 4.2, You cannot participate in the Program.
- 5. TRADING IN YOUR EXISTING DEVICE:**
- 5.1 To participate in the Program, You will need to access the Samsung Trade-In Web Platform to;
- (a) confirm that Your Existing Device Qualifies for the Program by answering a series of questions regarding the condition of Your Existing Device;
  - (b) enter Your email, full name, address, phone number and Payment Card details; and
  - (c) provide a valid drivers licence or Alternative Identification Documentation as described in clauses 4.1(j) and 4.2.
- 5.2 Once the Samsung Trade-In Web Platform confirms You are eligible to participate in the Program and that Your Existing Device Qualifies for the Program:
- (a) You will be 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 Online and trade in Your Existing Device to Us; and
  - (b) You will be provided with a unique Trade ID that You can use to apply the estimated reduction at the point of sale when purchasing Your New Samsung Device Online from Samsung.
- 5.3 When You use Your unique Trade ID, We will charge Your Payment Card an amount equivalent to the value of the amount advised to You in clause 5.2(a) (“**Security Charge**”). We will hold the Security Charge until We have received and completed Our final assessment of Your Existing Device). Once Our final assessment is complete and We have determined that Your Existing Device is in the condition which You declared, We will then process a refund of the Security Charge in accordance with clause 6.3(a)(i).
- 5.4 You can only use each Trade ID once and apply the trade-in credit towards the purchase of a New Samsung Device in a single Online transaction with Samsung. The total trade-in value 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 value has been applied (as well as any other reductions or discounts) must be at least AUD\$1. Trade-in credits are not otherwise exchangeable, redeemable for cash or able to be used in subsequent transactions.

- 5.5 By 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.
- 5.6 Within **seven (7) days** after the date on which You receive Your New Samsung Device, You must post in Your Existing Device to Us in accordance with the return instructions set out in clause 9.2 of these Terms and Conditions.
- 5.7 If You:
- (a) fail to post in Your Existing Device to Us within **fourteen (14) days** after the date on which You receive Your New Samsung Device at your nominated delivery address, You may be charged a **Late Return Fee** in accordance with clause 7.3(a) below; or
  - (b) post in a device to Us that is an In-eligible Device, You may be charged an In-eligible Device Fee in accordance with clause 7.2 below. Upon payment of the In-eligible Device Fee, Your In-eligible Device will be returned to You; or
  - (c) post in a Mis-Graded Device, You may be charged a Mis-Grading Device Fee in accordance with clause 7.1(d) below.
- 6. IMPORTANT INFORMATION ABOUT FEES, CHARGES AND REFUNDS:**
- 6.1 You will need to use a valid Payment Card to purchase Your New Samsung Device Online and to participate in the Samsung Trade-In Program.
- 6.2 By participating in the Samsung Trade-In Program, You expressly authorise Us to charge Your Payment Card one or more of the following (as applicable):
- (a) Security Charge;
  - (b) Late Return Fee;
  - (c) In-Eligible Device Fee;
  - (d) Mis-Grading Device Fee.

### 6.3 Refunds:

- (a) You will receive a refund of the Security Charge, which may take up to ten (10) business days to appear in Your account, in the following circumstances:
  - (i) Once We complete Our final assessment of Your Existing Device (**subject to clause 7**).
  - (ii) If Your Trade ID has expired or is cancelled.
  - (iii) If We are notified by You or Samsung that Your New Samsung Device has been returned (for the reasons outlined in clauses 12.4 and 12.5).
- (b) You will not receive a refund of the Security Charge if We have returned Your Existing Device to You because clauses 7.1(c), 7.2 or 7.3(b) apply.

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

### 7.1 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 return to You, You must notify Us via the Samsung Trade-In Web Platform within seven (7) days of receipt of Our email.
- (c) If You notify Us 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) 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 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 do 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);
  - (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 7.1(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 Online.

7.2 In-eligible Devices:

- (a) If You have posted Us an In-eligible Device to Us, We will:
  - (i) notify You via email that Your Existing Device is an In-eligible Device;
  - (ii) 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);
  - (iii) apply the In-eligible Device Fee by retaining Your Security Charge in full; and
  - (iv) return Your In-eligible Device to You.

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 more than ninety (90) days 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 Online.

**8. PRIVACY AND PAYMENT CARD SECURITY:**

- 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 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, Your Existing Device will be deemed an In-eligible Device and an In-eligible Device Fee will apply. In these circumstances, the offer to purchase Your Existing Device will be withdrawn, 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. We will submit the IMEI number of Your Existing Device to AMTA to check that it has not been reported as lost or stolen.

11.2 If Your Existing Device has been reported as lost or stolen or is otherwise reasonably suspected to be 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. In these circumstances, Your Existing Device will not be returned to You. Additionally, Your Security Charge will not be refunded as it will be used to satisfy payment by You of the In-eligible Device Fee.

**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;
- (b) You have breached these Terms and Conditions where the breach is by its nature material; or
- (c) You have provided Us with incorrect, false or incomplete information and we have relied on this information.

12.2 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.

12.3 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/).

12.4 If You have posted Your Existing Device to Us and You have subsequently 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 the Security Charge will be refunded to You. If Asurion still has custody of Your Existing Device, We will arrange for it to be returned to You.

12.5 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 in Your Existing Device to Us, then We will cancel Your trade in transaction and the Security Charge will be refunded to You.

- 12.6 *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.
- 12.7 *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.
- 12.8 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 Samsung Trade-In Web Platform, 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 using the Samsung Trade-In Web Platform and by Our final assessment of the device.

**Alternative Identification Documentation** means:

- (1) a card or other document that:
  - (a) bears Your photograph, and
  - (b) is issued by an Australian Authority or Foreign Authority, and
  - (c) includes Your name, signature, date of birth and residential address in Australia.

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, Your photograph, Your signature, Your date of birth and Your residential address in Australia; and
  - (b) includes a card or document issued by an Australian Authority or Foreign Authority.

**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.



**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.

**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 Our device condition assessment performed using the Samsung Trade-In Web Platform 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/version 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 Online (excluding any additional trade-in bonuses offered) in accordance with clause 5.2(a) of these Terms and Conditions.

**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-In Web Platform.

**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 using the Samsung Trade-In Web Platform as a result of misrepresentations You have made to Us 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(a) 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 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-In Web Platform.

**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 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-In Web Platform** means the website used to assess whether Your Existing Device (iOS devices only) Qualifies for trade in under the Program, accessible from <https://samsungtradeup.asurion.com.au/>

**Security Charge** has the meaning given to it in clause 5.3.

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