

# Terms and Conditions for Premium Care Service for Samsung Appliances

These Terms and Conditions are for **Premium Care Service** for Samsung Appliances.

Throughout these Terms and Conditions, there are words in bold. These are words that we want to bring to your attention, or words that have a specific meaning and are explained in the 'Definitions' section at the end of this document. In addition to this, the words 'we, 'us 'or 'our' mean Samsung Electronics New Zealand Limited. The words 'you' or 'your' mean **Customer**.

We encourage you to review these Terms and Conditions on a regular basis, as they may be updated from time to time.

## Premium Care Service for Samsung Appliances

Each purchase of the Samsung **Premium Care Service** product entitles you to receive **Premium Care Service** for one **Registered Product**.

Your right to obtain **Premium Care Service** is valid for the duration of your chosen **Service Period**. From one to five (5) annual visits for each **Registered Product** can be scheduled in a **Service Period**.

You can schedule an annual service visit with a **Samsung-Certified Technician** once you have purchased your **Eligible Product(s)**, registered that **Eligible Product** and received your **Premium Care Service Certificate(s)**.

No more than one visit can be scheduled in each year of the **Service Period** and any visit not scheduled in a year cannot be rescheduled to another year. Where further **Premium Care Service** visits are requested, agreed and scheduled in any year of a Service Period, then an additional fee will be charged.

A full description of and the methods used to provide **Premium Care Service** are set out at <https://www.samsung.com/nz/offer/care-service/>

### Example Table for Premium Care Service

Duration of Service Period (years)	Annual Service visit
1	1
2	2
3	3
4	4
5	5

You may schedule your annual visit for **Premium Care Service** by phone 0800 726

786 or web-form here [Email us | Samsung Support NZ](#)

**Samsung-Certified Technicians** are available to visit you on site during normal business working hours being 9am to 5pm, Monday- Friday excluding public holidays.

The **Customer** or their **Nominated Person** must be onsite for each scheduled visit. We require 48 hour's notice of a change to a scheduled visit to avoid cancellation and forfeiture of the visit. If a **Customer** or their **Nominated Person** is not present for a scheduled visit and we have not received the requisite notice or a **Samsung-Certified Technician** cannot reasonably access the relevant site, then the visit is forfeited and cannot be rescheduled.

### Coverage Area and Site

**Premium Care Service** is available only in the **Service Area**. Your **Registered Product(s)** must therefore be located in the **Service Area** to be eligible for **Premium Care Service**.

### Authorisation

By signing up to **Premium Care Service** you:

- authorise us to accept requests with respect to your **Registered Product(s)** from any nominated person;
- accept, to the maximum extent permitted by law, any risk associated with this authorisation;
- authorise us to share your **Personal Information** with the **Nominated Person** and our **Service Provider** and **Samsung Certified Technician** to provide you with **Premium Care Service** and
- agree to be bound by these Terms and Conditions and our [Privacy Policy](#) found here <https://www.samsung.com/nz/info/privacy/>

### Premium Care Service

By scheduling an annual visit, you are authorising us to dispatch a **Samsung-Certified Technician** to the **Site**.

### Premium Care Service Changes

From time to time, we may be required to make changes to the Terms and Conditions of **Premium Care Service** due to changes in legislation, or other environmental or commercial reasons. We will notify you of any changes to the Terms and Conditions via [www.samsung.com/nz](http://www.samsung.com/nz)

Should a change in the terms of your **Premium Care Service** be required by us and if you consider that any such change will have a material and detrimental effect on the services supplied, you may request that your **Premium Care Service** be cancelled.

Please advise us as soon as you can, if for any reason you are not satisfied with the work completed by our Samsung Certified Technician. In such cases, we must be given the opportunity to inspect the work completed within a reasonable timeframe. A reasonable solution will then be decided on between us and yourself.

We may cancel your **Premium Care Service** immediately and without penalty to us if you have breached any of these Terms and Conditions.

### **Payment, Cancellation and Refunds**

You decide on the payment model which suits you at the time of purchase of an **Eligible Product** and **Premium Care Service**. You will only receive **Premium Care Service** where your payments under any finance plan used to purchase **Premium Care Service** are up to date.

If you wish to cancel **Premium Care Service** for a **Registered Product** because you have changed your mind you have up to 14 calendar days from the time you receive your **Premium Care Service Certificate** to initiate a cancellation. If you are entitled to a refund we will refund all amounts paid by you for **Premium Care Service** up to the date of cancellation in full.

You can also cancel your **Premium Care Service** on 30 days written notice to us in the following circumstances:

- a) you sell your **Registered Product** and the purchaser does not want to continue with **Premium Care Service**;
- b) your **Registered Product** has been lost, destroyed or stolen;
- c) your death should your next of kin not wish to continue **Premium Care Service**;

The unused portion of any pre-paid amount for **Premium Care Service** will be refunded to you in the case of a)-c) above.

You may also cancel your **Premium Care Service** with immediate effect where a refund is provided to you for a **Registered Product** which is defective or you receive a replacement product from us. In such cases, we will also refund the unused portion of any pre-paid amount for **Premium Care Service** relating to the **Registered Product**.

For the avoidance of doubt, nothing in these terms and conditions shall be construed as limiting or otherwise preventing you from exercising any consumer rights you may have at law including under the Consumer Guarantees Act 1993.

### **Transfers**

Your **Premium Care Service** cannot be transferred or assigned without our consent.

## Environmental and occupational health and safety

**Premium Care Service** will not be provided or may be limited where, in the opinion of the **Service Provider** attending, there is a risk to the life, health, safety or property of any person, or where there is a risk of causing significant damage to the environment. Such risks may include, but are not limited to, issues caused by weather.

## Your responsibilities

It is your responsibility to maintain your home in good order; otherwise, the **Service Provider** may be unable to assist. We reserve the right to limit or refuse to provide **Premium Care Service** where, in our opinion, any of the following responsibilities are not adhered to:

- Upon request for **Premium Care Service**, you **must advise of the presence of dogs** or any other known hazards.
- You must act in a reasonable manner towards us and the **Service Provider**. You or any other person at the **Site** must not act or behave in a manner that is inappropriate, improper, hostile, threatening, abusive or dangerous.

## Service exclusions

**Premium Care Service** is not available where the **Site** cannot be readily accessed by a **Service Provider's** vehicle.

**Premium Care Service** can only be provided where you maintain any finance obligations you have with respect to the **Premium Care Service** and associated **Registered Product(s)**.

## Liability

Without limiting any rights you may have at law which may not be excluded, including under the **Consumer Guarantees Act 1993**, we may accept liability for damage to the **Registered Product(s)** directly caused by **Premium Care Service**. In these cases, we must be given the opportunity to inspect the **Registered Product** within a reasonable timeframe which is agreed between you and us. To the maximum extent permitted by law, liability will only be accepted should it be found that the damage was directly caused by the negligence of the **Service Provider**.

Given the nature of the **Premium Care Service**, to the maximum extent permitted by law, we do not represent that the **Registered Product** (or part thereof), will remain for any period of time, in working order.

We accept no liability for providing **Premium Care Service** which would void a warranty, cause you to breach a contractual obligation, or prejudice or adversely affect an existing or subsequent insurance claim or legal action. It is your responsibility to advise the **Service Provider** not to provide **Premium Care Service** for a **Registered Product** where doing so may affect you in this manner.

To the maximum extent permitted by law, we will not be liable or in default for any failure or delay in providing **Premium Care Service**, either in whole or in part, where failure or delay arises directly or indirectly out of causes beyond our reasonable control. This includes, but is not limited to, a **major disaster**; adverse weather conditions; unavailability of materials, parts, qualified personnel, equipment, fuel or the like; failures in telecommunications, satellite and global positioning systems; and otherwise, where **Premium Care Service** is not reasonably available.

To the maximum extent permitted by law, we will not be liable for any type of **Consequential Loss** as a result of **Premium Care Service**.

Despite anything to the contrary contained or implied in these terms and conditions, these terms and conditions do not exclude, restrict, or modify the application of any statutory provision where to do so would contravene any applicable law or cause any part of these terms and conditions to be void.

### **Privacy Disclaimer**

We are committed to protecting your privacy and acting in accordance with the Privacy Act. You should read the Privacy Policy <https://www.samsung.com/nz/info/privacy/>. We encourage you to review our Privacy Policy on a regular basis, as it may be updated from time to time.

### **Governing Law**

These Terms and Conditions are governed by New Zealand law, and the New Zealand courts have exclusive jurisdiction over any legal proceedings arising from them.

## Definitions

### Consequential Loss

Additional expense, cost, liability or loss arising as a consequence of **Premium Care Service**. This includes any loss of income, loss of value, loss of use, additional costs, and liability.

**Eligible Product** means a product purchased with Premium Care Service and listed as an Eligible Product on <https://www.samsung.com/nz/offer/care-service/>

### Major disaster

An area or nationwide event which causes widespread damages or disruption of services. Such events may include, but are not limited to, earthquakes, fire or explosion, flood, or acts of terrorism or war.

### Nominated person

A person 18+ who you have advised us has authority to act for you and instruct us and the **Service Provider**. You are responsible for the decisions of your **nominated person** and are liable for paying any fees they incur on your behalf.

**Personal Information** as defined under the Privacy Act.

**Premium Care Service** means an annual in depth cleaning service for **Registered Product(s)** by a **Samsung- Certified Technician** and personalised guidance on **AI Features** and **SmartThings** connectivity for **Registered Product(s)**, further details can be found here <https://www.samsung.com/nz/offer/care-service/>

**Premium Care Service Certificate** is the certificate you receive from us noting that you have registered an **Eligible Product** for **Premium Care Service**.

**Site** means the residential address provided for **Premium Care Service** at the time of payment for the **Eligible Product(s)**.

**Registered Product(s)** means one or more of the Eligible Products purchased by you and for which you have a **Premium Care Service Certificate**.

**Samsung- Certified Technician** means a qualified technician supplied by us to provide **Premium Care Service**.

**Service Area** means the Auckland region represented by the Postcodes set out here <https://www.samsung.com/nz/offer/care-service/>

**Service Period** means a one to five year period commencing on receipt of a **Premium Care Service Certificate**.

**Service Provider** means a service provider, agent or contractor engaged by Samsung Electronics New Zealand Limited to provide **Premium Care Service** on its behalf.