



Samsung Electronics New Zealand Limited
Samsung Members Membership Terms and Conditions

These terms and conditions (the “**Terms**”) are for Samsung Members Membership. The words ‘Samsung’, ‘we’, ‘us’, or ‘our’ mean Samsung Electronics New Zealand Limited. The words ‘you’ or ‘your’ means “Customer”. We encourage you to review these Terms on a regular basis, as they may be updated from time to time.

1. MEMBERSHIP OPTIONS AND ELIGIBILITY

1.1. We offer a free and paid version of the Samsung Members Membership (the “**Membership**”) with the following features:

Samsung Members	Free Membership	Paid Membership
Cost	Free	\$80 per year
Term	1 year	1 year
Voucher(s)	NA	<ul style="list-style-type: none">• \$80 NZD welcome eVoucher (minimum spend \$1 NZD and expires within a month from date of issue) (“Welcome Voucher”).• \$80 NZD monthly eVoucher (minimum spend \$300 NZD and expires within a month from date of issue) (“Monthly Voucher”). <p>Unless otherwise specified by Samsung, the Welcome and Monthly Vouchers are not stackable and cannot be used in conjunction with any other existing offers, including discounts or vouchers.</p>
Discount	5% discount off Samsung products on from Samsung Membership EPP site (www.samsung.com/nz/multistore/nz_member/)	5% discount off Samsung products on from Samsung Membership EPP site (www.samsung.com/nz/multistore/nz_member/)
Samsung Care+ Discount	NA	<ul style="list-style-type: none">• 15% off RRP for Samsung Care+ for Samsung Mobile Phone and Tablets (subject to the terms of Samsung Care+: www.samsung.com/nz/offer/samsung-care-plus/)• 50% off RRP for Premium Care Service for eligible Samsung Appliances (subject to the terms of Premium

		Care Service: www.samsung.com/nz/offer/care-service/
Purchase Limit and Quota	Members can purchase up to a maximum of \$8,000 (including GST) of Samsung products per calendar year based on RRP and subject to product category sub-limits as set out in Schedule 1. These limits and quotas renew every calendar year.	Members can purchase up to a maximum of \$15,000 (including GST) of Samsung products per calendar year based on RRP and subject to product category sub-limits as set out in Schedule 1. These limits and quotas renew every calendar year.

- 1.2. Memberships are open to individuals aged 18 years and older only. We reserve the right to refuse, suspend, or cancel membership (see further details on cancellation below) at our discretion for breach of these Terms or misuse of membership benefits.

2. MEMBERSHIP TERM

- 2.1. The term of the Memberships are as follows (subject to clause 6):
- (a) Paid Membership is valid for 12 months from the date of purchase (finance options not available for purchase of Paid Membership); and
 - (b) Free Membership is valid for 12 months from the date of registration.
- 2.2. Memberships will not renew automatically after the above 12 months term.

3. DISCOUNT AND OFFERS

- 3.1. Membership discounts and offers are for personal use only and may not be used for commercial resale. In addition to the discounts offered under the respective Memberships, as a member you may receive additional discounts or offers on selected product as advertised by us from time to time. These additional discounts and offers may vary and are subject to availability and change without notice.

4. VOUCHERS

- 4.1. Any vouchers issued as part of your Membership are non-transferable, exchangeable, and cannot be redeemed for cash. These vouchers will have expiry dates as specified in the voucher. Specific terms (including minimum spend or selected products) may apply to each voucher and must be complied with. Upon cancellation of Membership, all Membership benefits will expire immediately.
- 4.2. Unless otherwise specified by Samsung, the Welcome and Monthly Vouchers are not stackable and cannot be used in conjunction with any other existing offers, including discounts or vouchers.

5. PURCHASES

- 5.1. Any purchase(s) of Samsung products through your Membership must be made with New Zealand details, including a valid New Zealand payment method (that is offered by us) and a

New Zealand delivery address. In order to complete a purchase you may be required to provide additional information, including a valid email and phone number. All purchases are subject to our terms and conditions of sale available on our website.

6. PAYMENT, CANCELLATION, AND REFUNDS

- 6.1. Payment of the Paid Membership fee must be completed through one of the payment methods offered through our website. You will only receive Paid Membership benefits after you have completed registration and payment of the Paid Membership. You will receive Free Membership benefits after you have completed registration for the Free Membership.
- 6.2. You may cancel your Membership (whether Paid or Free) through the designated cancellation process on our website. Upon cancellation, all respective Membership benefits will expire.
- 6.3. If you wish to cancel your Paid Membership, because you have changed your mind you have up to 14 calendar days from the time you purchase your Paid Membership (the “**Change of Mind Period**”) to initiate a cancellation through the designated cancellation process on our website. The Change of Mind Period is only available if you have not used any Paid Membership benefits during that time. Upon complete cancellation within the Change of Mind Period, we will issue a full refund of the Paid Membership fee you have paid.
- 6.4. If you cancel after the Change of Mind Period, you will not be entitled to any refund of the Paid Membership fee you have paid. Your Paid Membership will remain active until the end of the applicable membership term, unless otherwise required by law.
- 6.5. We may cancel your Membership (whether Paid or Free) immediately and without penalty to us if you have breached any of these Terms. If we cancel your Paid Membership under this clause, we will issue a pro-rated refund to you (“**Pro-Rated Refund**”). A Pro-Rated Refund is calculated based on the unused portion of the Paid Membership as at the effective date of our cancellation of your Paid Membership.
- 6.6. For the avoidance of doubt, in all other cases, your Paid Membership fee is non-refundable except as set out in these Terms or as required by law. No refunds will be provided for non-use of Membership benefits.

7. TRANSFER OF MEMBERSHIP

- 7.1. Membership (whether Free or Paid) cannot be transferred or assigned.

8. CHANGE OF TERMS

- 8.1. From time to time, we may be required to make changes to these Terms, due to changes in legislation, or other environmental or commercial reasons. We will notify you of any change by email or by updating these Terms. Should a change in the Terms be required and if within 14 calendar days of such a change, you consider that the change in the Terms will have a material and detrimental effect on this service, you may request for your Membership to be cancelled. We will review your request and, if you are able to demonstrate that the change will have a material and detrimental effect on your use of the service, we may determine that you are eligible for a Pro-Rated Refund of your Paid Membership fee.

9. YOUR RIGHTS UNDER THE CONSUMER GUARANTEES ACT 1993

- 9.1. Nothing in these Terms is intended to exclude, restrict, or modify a consumer's rights under the Consumer Guarantees Act 1993. These Terms must be read subject to those statutory provisions and will not affect or alter any statutory rights a person may have in relation to a product or service.

10. LIMITATION OF LIABILITY AND OTHER MATTERS

- 10.1. To the maximum extent permitted by law, we shall not be liable for any indirect, incidental, special or consequential loss, or for any loss of profits, revenue, data or goodwill, arising out of or in connection with your use of the Membership (whether free or paid), including any failure to access or receive Membership benefits. Our total liability to you in respect of any claim arising under or in connection with your Membership shall be limited to the amount paid by you for your current Membership term (if any).
- 10.2. Samsung accept no responsibility for any tax or other additional costs incurred by you in relation to these Terms.

11. PRIVACY

- 11.1. We collect your personal information in order to administer (including sending electronic messages or telephoning you about your Membership or your purchase) your Membership (whether Free or Paid) and may, for this purpose, disclose such information to third parties, including, but not limited to, agents, contractors, service providers, suppliers and as required, to New Zealand regulatory authorities. Validity of a Membership (whether Free or Paid) is conditional on providing this information. We will not retain personal information for longer than is necessary for the purpose for which it was collected, unless otherwise required by applicable law. This means that personal information will be destroyed or erased from our system when it is no longer required. You have the right of access to, and right to request correction of, your personal information. You should direct any request to access, update or correct personal information to us at: Samsung Electronics New Zealand Limited, 94 Apollo Drive, Rosedale, Auckland 0632 or any other address as notified on our website: www.samsung.com/nz. Telephone: 0800 726 786. Email: privacy.nz@samsung.com. For information on the our privacy policy, please refer to: www.samsung.com/nz.

12. GOVERNING LAW

- 12.1. These Terms are governed by New Zealand law, and the New Zealand courts have exclusive jurisdiction over any legal proceedings about them.

SAMSUNG

Schedule 1

Category	Sub-limit	
	Free Membership	Paid Membership
Tablets	3	5
Wearables	3	5
Smartphone Accessories	3	5
TVs	3	5
Refrigerators	3	5
Laundry	3	5
Small Appliances*	3	5
Memory & Storage	3	5
Monitors	3	5

* Small Appliances includes: Vacuum Cleaners, Microwave Ovens, Cooktops, Ovens, Dishwashers