

TERMS AND CONDITIONS

MY BUSINESS MEMBERSHIP PROGRAMME FROM SAMSUNG

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE REGISTERING FOR THE "PROGRAMME" (DEFINED BELOW).

BY REGISTERING FOR THE PROGRAMME, THE USER ("SUBSCRIBER", "YOU" and "YOUR") AGREES TO COMPLY WITH THESE **MY BUSINESS MEMBERSHIP PROGRAMME** TERMS AND CONDITIONS, AND LEGAL NOTICE, AVAILABLE AT <https://www.samsung.com/uk/business/info/terms-and-conditions/> TERMS AND CONDITIONS OF SALE FOR SAMSUNG BUSINESS SHOP AVAILABLE AT <https://www.samsung.com/uk/business/info/terms-and-conditions/> AND SAMSUNG PRIVACY NOTICE, AVAILABLE AT <https://www.samsung.com/uk/business/info/privacy/> AND THE SAMSUNG BUSINESS SHOP ACCOUNT TERMS, AVAILABLE AT <https://www.samsung.com/uk/business/info/terms-and-conditions/> IN CASE OF ANY INCONSISTENCY OR CONFLICT BETWEEN THE TERMS, THESE **MY BUSINESS MEMBERSHIP PROGRAMME** TERMS SHALL PREVAIL.

THESE TERMS AND CONDITIONS APPLY TO ALL SUBSCRIBERS TO THE PROGRAMME. IF YOU DO NOT AGREE WITH ALL THE TERMS AND CONDITIONS SET FORTH HERE IN, YOU SHOULD NOT REGISTER FOR THE PROGRAMME. THE REGISTRATION FOR THE PROGRAMME IS CONDITIONAL ON THE ACCEPTANCE OF ALL THE TERMS AND CONDITIONS DESCRIBED HEREIN AND THOSE WITHIN THE DOCUMENTS MENTIONED ABOVE.

REGISTRATION IN THE PROGRAMME WILL BE CONSIDERED ACCEPTANCE OF THESE TERMS AND CONDITIONS AND THOSE WITHIN THE DOCUMENTS MENTIONED ABOVE.

The My Business Membership Programme ("Programme") was developed and is managed by **SAMSUNG ELECTRONICS (UK) LIMITED** a company registered in England and Wales under company number 03086621 with registered office at Samsung House, 2000 Hillswood Drive, Chertsey, Surrey KT16 0RS, United Kingdom ("Samsung").

The Programme is a yearly subscription service provided by Samsung during the term of the Contract, that may provide you access to exclusive discounts and benefits ("Benefits") details of which can be found [here](#) and may be sent to you via email from time to time. The Benefits may be enjoyed based on the rules described in these Terms and Conditions and those in the documents mentioned above and specific terms and conditions may apply to each Benefit. ("Terms").

2. ADHERENCE TO MY BUSINESS MEMBERSHIP PROGRAMME

The Programme is open to businesses registered in the United Kingdom who have or create a valid Samsung Business Shop Account. If you do not have a Samsung Business Shop Account, visit <https://www.samsung.com/uk/business/register/> and follow the links and instructions to create an account.

There is a limit of four (4) Programme registrations per business at any one time.

You may apply for registration for the Programme by purchasing one of the subscription plans via the Samsung Business Shop website <https://www.samsung.com/uk/business/> ("Site"), where you must provide your email (linked to your Samsung Business Account) and pay the Subscription Fee.

You must ensure that any registration details you provide are accurate and remain accurate for the duration of your registration in the Programme. Samsung reserves the right, at any time and at its discretion, to request documents proving the registration details are accurate.

The registration in the Programme will be personal and non-transferable, being linked to the company.

If you choose, or you are provided with, a log-on ID (such as a username and password) as part of our security procedures, you must treat such information as confidential and must not reveal it to anyone else. You are responsible for all activities that occur under your log-on ID and must notify us immediately of any unauthorised use or other security breach of which you become aware.

3. AVAILABLE PLANS AND BENEFITS

You may select one of the current plans of the Programme ("Plan(s)") made available on the Site. Each Plan will vary in cost and the Benefits available.

For details on costs and Benefits for each Plan, please visit:

<https://www.samsung.com/uk/business/samsung-business-membership/>

Benefits granted under Plan are personal to you and cannot be converted into cash, nor can they be assigned or transferred to third parties, or negotiated or exchanged for other items.

The Benefits granted under the Plan cannot be used cumulatively with other promotional actions aimed at the general public that are being carried out by Samsung.

Details of the Benefits for each Plan and how to claim them can be found [here](#) and further details may be sent to you via email from time to time. Each of the Benefits may have their own specific terms and conditions which also apply.

The use of Benefits will, in any case, be subject to the limitations related to each available Plan, and the Benefits granted under the Programme can only be used on the Programme's Site via the link: <https://www.samsung.com/uk/business/>

Samsung reserves the right to amend the Programme specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the services and Samsung shall notify you in any such event. If we need to make any additional amendments to the Programme specification, we will provide reasonable notice in advance of any changes and if you do not agree to the changes, you must cancel your subscription before the changes take effect.

4. PAYMENT

Upon registration of the Programme and selection of a Plan, you will be required to make an upfront annual payment using a payment method available on the Site (as set out on the Programme's Site) ("Subscription Fee").

The Subscription Fee is non-refundable unless cancelled within 14 days of the Dispatch Confirmation and no Benefits have been redeemed. To cancel contact the My Business Membership Programme team you can do this by calling 0330 726 7272 or complete this [online form](#). We then refund you as soon as possible and within 14 days of you telling us you have cancelled. We refund you by the method you used for payment.

5. TERM, MODIFICATION AND TERMINATION OF MY BUSINESS MEMBERSHIP PROGRAMME

Your participation in the Programme will begin on the day the Contract is formed as per our terms and conditions of sale for Samsung Business Shop (which is when we send you the Dispatch Confirmation) and will terminate along with the Contract on the twelve (12) month anniversary of Dispatch Confirmation. After the termination date you may enter into a new contract for the Programme in accordance with these Terms. When the Programme's termination date is approaching, Samsung will send periodic emails to remind you of the termination.

Customers can only have one My Business Membership Plan per registered business user in any given 12 month period.

You can terminate your membership in the Programme and the Contract at any time for any reason. To terminate your membership in the Programme and the Contract please contact the My Business Membership team by calling 0330 726 7272 or complete this [online form](#). By terminating your membership in the Programme you waive any and all Benefits not yet enjoyed, with no right to any refund.

Samsung may terminate this Contract at any time upon reasonable prior notice.

Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.

Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

6. EXCLUSION FROM MY BUSINESS MEMBERSHIP PROGRAMME

Without prejudice to any other rights or remedies Samsung may have, Samsung may exclude or suspend your registration in cases of bad faith, fraud, or attempted fraud, including but not limited to: (a) illegal practices or actions contrary to the Terms; (b) inappropriate or suspicious conduct contributing to fraud related to the Programme; (c) redeeming Programme Benefits on behalf of third parties; (d) negotiating/commercializing Programme Benefits in any form; (e) providing false or inaccurate information for Programme transactions; (f) any act that incorporates viruses or other malware that may cause damage or impede the normal functioning of the Website or Programme in

any way; (g) other situations not listed in these Terms but considered by Samsung as irregular, harmful, or contrary to the proper conduct of the Programme.

The cancellation or exclusion in the Programme results in the immediate loss of the right to use any Benefits received under the Programme and terminates the Contract between us.

In the event of your suspension from the Programme, the right to use the Benefits will be suspended for the duration of the suspension.

7. GENERAL

You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

Samsung reserves the right to amend the Terms if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the services and Samsung shall notify you in any such event. If we need to make any additional amendments to the Terms, we will provide reasonable notice in advance of any changes and if you do not agree to the changes, you must cancel your subscription before the changes take effect.

A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this term shall not affect the validity and enforceability of the rest of these Terms.

A person who is not party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of these Terms.

These Terms and any dispute or claim arising out of them (including non-contractual dispute or claim) shall be governed by and construed in accordance with English law. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or its subject matter or formation (including non-contractual dispute or claims).