

New Galaxy Club TERMS AND CONDITIONS

1. THESE TERMS

- 1.1 **What these terms cover.** These terms and conditions on which you may take part in New Galaxy Club, which provides you with the ability to purchase an eligible Samsung Galaxy Flip7, or Fold7 handset ("**Galaxy Foldable Handset**") and either pay for the handset outright with credit or debit card payments, or spread the cost over a 24-month term. New Galaxy Club also offers you the option of including a 24-month Samsung Care+ Accidental Damage insurance policy, which you can choose to opt into when choosing to purchase New Galaxy Club and completing your application, as outlined in Clause 4.
- 1.2 **Why you should read them.** Please read these terms carefully, if you would like to take part in New Galaxy Club. These terms tell you who we are, the conditions of New Galaxy Club and other important information.
- 1.3 **Taking out a loan:** As part of New Galaxy Club, should you choose to spread the cost over 24 months, you will submit an application for a loan from Klarna Financial Services UK Limited. Make sure you also read the terms of the information provided to you prior to entering into your loan and the terms of your loan agreement. You will receive a copy of your loan agreement.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Samsung Electronics (UK) Limited, a company registered in England and Wales. Our company registration number is 3086621 and our registered office is at 2000 Hillswood Drive, Chertsey, Surrey, KT16 0RS. We are authorised by the Financial Conduct Authority ("FCA") as a credit broker under reference number 727333.
- 2.2 **How to contact us.** Visit the [Shop Support](#) section of Samsung.com for a range of contact options. (<https://www.samsung.com/uk/support/contact/#shop-support>)
- 2.3 **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. Overview of New Galaxy Club

- 3.1 How to take part in New Galaxy Club. On placing your order for a new Galaxy Foldable Handset, you may be able to take part in New Galaxy Club by selecting the relevant option on our website. Participation is subject to paying for the device outright using a valid Credit or Debit Card (subject to clause 3.5) or successfully applying for a new 24-month credit agreement (including passing any relevant credit checks and other regulatory checks) with our chosen credit provider (for further details see below). **Taking part in New Galaxy Club** means that you will enter into a credit agreement with our chosen credit provider to finance the cost of the new Galaxy Foldable Handset, if you do not choose to pay outright. Charges and interest may apply. You will pay an initial upfront payment of 10%, followed by monthly payments spread equally over a term of 24 months.
- 3.2 The ability to purchase a Galaxy Foldable Handset through a credit agreement, and to take part in New Galaxy Club (generally) is available to consumers **over the age of 18** only via Samsung.com, Samsung Student & Youth Store, and through the Enhanced Partnership Programme. **It is not available to customers shopping on Samsung Business Shop.**
- 3.3 **Products eligible for New Galaxy Club** - Galaxy Foldable Handsets, your selected Samsung Care+ insurance option (if chosen as part of New Galaxy Club) and any related delivery charges (if applicable) are eligible to be paid for using New Galaxy Club. Please check the relevant Terms and Conditions for Samsung Care+ before you purchase. An overview of these terms can be found at Clause 4, and you will also be provided with further information about the terms of this insurance policy prior to purchase. You may also

participate in the Samsung Trade In Programme and then pay using New Galaxy Club for the first time, to reduce the amount payable for your new Galaxy Foldable Handset, provided you comply with the terms and conditions of the [Trade In Programme](#).

- 3.4 **Products not eligible for New Galaxy Club** – if you wish to purchase other products these must be paid for under a separate transaction, for example smart phone accessories, TVs, laptops. Mobile data contracts are also excluded.
- 3.5 **Other than as specified in these terms and conditions, our standard Terms and Conditions of Sale** (which can be found [here](#)) will govern your purchase of the handset and any other products purchased from our website.
- 3.6 **For Finance Customers: if you choose to do so, provided that you are eligible and subject to clause 3.5 above, you may upgrade to the latest Samsung Galaxy S Series or Z Series handset offered with New Galaxy Club at any point from 12 months from the date you entered into your credit agreement to finance the Galaxy Foldable Handset Galaxy Foldable Handset until month 24 of your credit agreement. Please note that as set out in clause 5 below, the ability to recover 50% of the RRP of your Existing Handset is only available if you upgrade between months 12 and 15. (You must have made 12 monthly payments.)** If you choose to do this, and you meet the conditions set out in these terms regarding the new credit agreement and your Existing Handset as outlined in Clauses 7, 8, 9, 10, and 11, we will settle the outstanding balance on your existing credit agreement. This is subject to clause 5, and provided that you are up to date with all payments under that agreement, including interest and charges that have become due. You will be required to either pay outright or enter into a new 24-month credit agreement to finance the purchase of the new Galaxy S Series or Z Series Handset (whichever is available at the time as part of New Galaxy Club). Please note that there is no guarantee that you will be accepted for a new 24-month credit agreement. This will depend on your circumstances at the time that you apply for the new agreement. If you are not accepted for a new 24-month credit agreement (for example because you do not pass the necessary credit checks), then you will remain liable for making the repayments under your existing credit agreement.
- 3.7 **For Credit and Debit Card customers: if you choose to do so, provided that you are eligible and subject to clause 3.5 above, you may upgrade to the latest Samsung Galaxy S Series handset or Z Series handset offered with New Galaxy Club at any point between 12 months and 24 months from the date you joined New Galaxy Club and purchased the Galaxy Foldable Handset. Please note that as set out in clause 5 below, the ability to recover 50% of the RRP of your Existing Handset is only available if you upgrade between months 12 and 15.** If you choose to do this, and you meet the conditions set out in these terms regarding your Existing Handset as outlined in Clauses 7, 8, 9, 10, and 11, we will credit you with the device value in the form of a Trade In discount. This is subject to clause 5. You will be required to either pay outright, or enter into a new 24-month credit agreement to finance the purchase of the new Galaxy S Series or Z Series Handset (whichever is available at the time as part of New Galaxy Club). Please note that there is no guarantee that you will be accepted for a 24-month credit agreement. This will depend on your circumstances at the time that you apply for the agreement.
- 3.8 We recommend that you purchase a protective cover for your handset to help ensure that it remains in good working condition.
4. **PROVISION OF SAMSUNG CARE+**
- 4.1 New Galaxy Club offers you the option to take out a 24-month Samsung Care+ Accidental Damage policy, which (if chosen) will be included in the finance loan. Samsung Care+ Accidental Damage is underwritten by Assurant General Insurance Limited. For your own benefit it is important that you read the Terms & Conditions and the Key Facts Document. These details can be found at <https://www.samsung.com/uk/offer/samsung-care-plus/>.

- 4.2 If you wish to take out Samsung Care+, you must opt in as part of the New Galaxy Club journey when applying. Please note that you may be subject to a New Galaxy Club membership fee if you choose to opt out.
- 4.3 You may opt out of Samsung Care+ up to 14 days after purchasing New Galaxy Club, and you will be refunded any difference, (usually through an adjustment of your monthly payments). If you cancel after the 14-day period you will receive a pro rata refund based upon the remaining time left on the policy providing you have not made any claims. If you have made a claim on the policy, no premium will be refunded.
- 4.4 If you successfully upgrade, the Samsung Care+ Policy purchased under this New Galaxy Club agreement will automatically be cancelled. Any refunds due will be credited to you.

5. 50% GUARANTEED DEVICE VALUE

- 5.1 For Customers who have purchased using Finance: Samsung Electronics (UK) Limited will credit you with 50% of the relevant Galaxy Foldable Series' RRP (whichever applicable Handset was purchased under your specific Finance Agreement) should you: (a) choose to upgrade between month 12 & 15 from the date you entered into your credit agreement, and (b) be successful in upgrading, subject to the terms set out in clause 3.6 above. After month 15 from the date you entered into your credit agreement, Samsung will only settle your outstanding loan amount.
- 5.2 For Customers who have purchased their new handset outright: Samsung Electronics (UK) Limited will credit you with 50% of the relevant Galaxy Foldable Series' RRP (whichever applicable Handset was purchased as part of your New Galaxy Club membership) should you: (a) choose to upgrade between month 12 & 15 from the date you joined New Galaxy Club and purchased your new handset, and (b) be successful in upgrading, subject to the terms set out in clause 3.7 above. After month 15 after the date you purchased the Galaxy Foldable Handset through New Galaxy Club, Samsung will only credit you with a fair market residual value for your device (at Samsung's reasonable discretion).
- 5.3 The RRP of each Galaxy Foldable Handset device for the purposes of the New Galaxy Club is set out below.

RRP	Flip7	Fold7
128GB	-	-
256GB	£1049	£1799
512GB	£1149	£1899
1TB	-	£2099

- 5.4 The handset which you originally purchased as part of New Galaxy Club, and which you are returning in order to upgrade (your "Existing Handset") must meet the conditions as outlined in Clauses 7, 8, 9, 10, and 11 of these Terms.
- 5.5 The 50% Guaranteed Device Value is only available as part of New Galaxy Club for the Galaxy Foldable ~~Handset-Handset~~.
- 5.6 For Finance customers: Up to 50% of your Existing Handset's RRP will be credited to you by settling your current New Galaxy Club loan agreement. Any remaining amount will be credited back to you (in a manner at Samsung Electronics (UK) Limited's discretion), and must be applied towards the value of a new Galaxy Foldable Handset as part of an upgrade under New Galaxy Club.

5.7 For customers who purchased outright: the 50% of your Existing Handset's RRP will be given in the form of a discount off the price of your next device, when you proceed with purchasing that next device through the New Galaxy Club Lounge.

5.8 Should New Galaxy Club be discontinued, existing New Galaxy Club customers will still be eligible for the 50% Guaranteed Device Value as per clause 5.1, and will be offered alternative payment options at checkout if they choose to upgrade.

6. PROVISION OF FINANCE

6.1 We act as a credit broker and not a lender.

6.2 If you wish to take part in **New Galaxy Club** with Finance, you will need to enter into a credit agreement with our chosen credit provider, Klarna Financial Services UK Limited and your application will be directed to them.

6.3 Klarna Financial Services UK Limited (company number 14290857) is authorised and regulated by the FCA (firm reference number 987889). The Financial Services Register can be accessed through www.fca.org.uk.

6.4 **You will need to enter your details via our website so that we or our chosen credit provider(s) can carry out any relevant credit and affordability checks.** For further details on the use of your personal data as part of this process, please see clause 13 below.

6.5 All credit is subject to status and only available to UK residents over 18, with a UK Bank account and valid ID. By applying, you consent to a credit check being completed, which will appear on your credit file.

6.6 **If your application is successful, you will enter into a 24-month credit agreement** on terms provided by Klarna Financial Services UK Limited. This agreement will be in the form of an unsecured personal loan, which you are taking out with Klarna Financial Services UK Limited. Please ensure that you read the terms of the loan agreement, as well as any other information provided to you by Klarna Financial Services UK Limited, carefully before signing. Failure to make repayments under the credit agreement may have a negative impact on your credit rating and lead to additional charges being applied.

7. UPGRADING YOUR EXISTING HANDSET

7.1 If you are eligible to upgrade and confirm that you want your Existing Handset to be bought back you will be sent prepaid packaging materials in which to send your Existing Handset to MTR Group Limited ("MTR").

7.2 Before sending your Existing Handset to MTR please ensure that you **back up any photos, files and other data** that you have stored on the Existing Handset; **remove the SIM card and any memory card**; erase all personal data and/or perform a factory reset; remove any software locks that you have installed.

7.3 To the extent possible (although this is not a requirement for participation in New Galaxy Club), we ask that you include any original accessories that were included within the box when you send the Existing Handset to MTR. You may also include any case you may have acquired for your Existing Handset. Please note, however, that if you subsequently request that your Existing Handset be sent back to you (as outlined in clause 10.2 or otherwise), MTR will only send back the Existing Handset and you will not receive any of the accessories or other items that you may have sent to MTR with your Existing Handset (e.g. chargers, cables, cases etc.)

7.4 **You must ensure that the Existing Handset is sent to MTR within 5 working days from the receipt of the packaging materials.** You must continue to keep up repayments on your existing credit agreement until such time we have confirmed to you that MTR has undertaken the inspection of your Existing Handset and we have accordingly made the final settlement payment on your existing credit agreement. Failure to send your Existing Handset to MTR within the defined time period will mean that we will no longer be able to make the final settlement payment on your existing credit agreement. **You must then continue to keep up repayments under your existing credit agreement.**

7.5 On receipt of the Existing Handset, MTR will ensure that it is wiped of all personal or other data. **We are not able to recover any data you had stored on an Existing Handset that has been sent to MTR.**

7.6 If you have any questions or concerns about the inspection of your Existing Handset, or wish to discuss the result of an inspection, please contact MTR via the following URL: <https://www.samsungrecycle.co.uk/contact-us>

8. EXISTING HANDSET INSPECTION & FINAL SETTLEMENT PAYMENT ON YOUR BEHALF

8.1 Your Existing Handset will be inspected by MTR. They will capture and retain both photo and video footage of their opening of the package you send, as well as the inspection of the Existing Handset, so they can demonstrate to you that its condition has been accurately assessed, if required.

8.2 Subject to meeting the requirements outlined in clauses 9, 10 and 11 below, and provided you are up to date with all payments under the agreement (including any interest or other charges due), Samsung will settle your existing credit agreement (as well as credit you with any remaining amount, if applicable under the terms of clause 5). At this point, ownership of the Existing Handset will pass from you to MTR.

9. EXISTING HANDSET CONDITION REQUIREMENTS

9.1 Your Existing Handset will be considered as being in good working condition and that it meets Existing Handset Condition Requirements if it meets the following criteria:

- It powers on and holds charge
- It is fully functional and has no software or hardware faults
- It has a fully functioning display. There are no visible imperfections, blemishes, discolouration or signs of image retention
- It only shows normal wear and tear and there are no cracks in the screen or back glass
- The casing around the device (including the camera lens) is not cracked
- There is no liquid damage to the device whatsoever

10. EXCEPTIONS TO EXISTING HANDSET CONDITION REQUIREMENTS

10.1 An Existing Handset will not meet the Existing Handset Condition Requirements should any of the following conditions be applicable:

- It does not power on or hold charge
- It is not fully functional or has software or hardware faults
- It does not have a fully functioning display. There are visible imperfections, blemishes, discolouration or signs of image retention
- It has physical damage beyond normal wear and tear or there are cracks in the screen or back glass
- The casing around the device (including the camera lens) is cracked
- There is liquid damage to the device

10.2 In the event of the Existing Handset not meeting the Existing Handset Condition Requirements, MTR will contact you within 3 working days of receiving the Existing Handset. We will notify you of your option to either pay a surcharge to cover the cost of repair, or alternatively to request that MTR send the Existing Handset back to you. If you want MTR to return the Existing Handset to you, then you must request they do so within 7 days of receiving the notification. If you want to pay the surcharge, you must do so within 14 days of receiving notification.

10.3 The surcharge represents the cost of repairing your Existing Handset to bring it in line with the Existing Handset Condition Requirements (and fair market value). The surcharge payable will be determined by the specification of the Existing Handset and the extent of the damage identified during MTR's inspection.

10.4 Applicable surcharges based on the nature of damage to be repaired can be found below:

All Surcharges	Flip7	Fold7
Back Glass Damaged	£100.00	£100.00
Screen Damaged	£150.00	£150.00
Both Damaged	£200.00	£200.00
Any Other fault	£100.00	£100.00
Missing S-Pen	N/A	N/A

10.5 If you request that we send the Existing Handset back to you, you will remain responsible for making any repayments under the existing credit agreement for your Existing Handset (including the final settlement payment).

11. UNACCEPTABLE HANDSETS

11.1 In the event that any of the criteria below apply then we are unable to buy back your device and MTR will send the Existing Handset back to you within 5 working days. You will remain responsible for making any repayments under the existing credit agreement for your Existing Handset (including the final settlement payment).

- Device does not power on at all
- Severe damage to device – it is crushed, bent in half, missing parts, or liquid-damaged
- It has outstanding credit or a finance balance associated with it (other than in relation to New Galaxy Club)
- Device is protected by a Mobile Device Management solution or Knox solution which prevents Samsung from accessing the device.

11.2 If MTR discover that your Existing Handset is blacklisted, or it appears on a lost/stolen register, MTR will contact you within 3 working days of receiving the Existing Handset to notify you of this. MTR are required by law to retain your device until the blacklist or lost/stolen register is updated to the effect that your Existing Handset is no longer present on the blacklist or lost/stolen register. You will remain responsible for making any repayments under the existing credit agreement for your Existing Handset (including the final settlement payment). If the Existing Handset remains blacklisted or on the lost/stolen register 60 days after we notify you, MTR will destroy the Existing Handset.

12. YOUR RIGHTS

12.1 If you have chosen to finance your purchase by entering into a credit agreement, this does not prevent you from exercising your rights to:

- (a) cancel the new credit agreement with Klarna Financial Services UK Limited within the first 14 days from the date of activation of your credit agreement in the manner as provided for in the new credit agreement; and
- (b) cancel your order of the new Samsung Galaxy Foldable Handset for a full refund of your deposit during the 14-day cooling-off period, as described in our standard [Terms and Conditions of Sale](#). Please note that where you exercise your right to obtain a full refund in circumstances where you have purchased your order through a combination of trading in your Existing Handset and paying for your order outright (by debit or credit card) your refund will be comprised of the cash value you paid, as well as a return of the Existing Handset you provided to us

12.2 Full information about your rights to return a defective product (whether you purchased through a credit agreement or outright) in line with our Returns Policy can be found in our standard [Terms and Conditions of Sale](#). Please note that where you exercise your right to obtain a full refund in circumstances where you have purchased your order through a combination of trading in your Existing Handset and paying for your order outright (by

debit or credit card) your refund will be comprised of the cash value you paid, as well as a return of the Existing Handset you provided to us.

- 12.3 Should you exercise your right to cancel and return your product during the 14-day cooling off period, or if we have agreed to pay you a refund of your deposit because the product we have provided you with is defective, we will arrange for your credit agreement with Klarna Financial Services UK Limited to be cancelled. Please contact us using one of the contact options in the [Shop Support](#) section of Samsung.com. (<https://www.samsung.com/uk/support/contact/#shop-support>)
- 12.4 Taking part in New Galaxy Club does not affect any other statutory rights you may have, including your rights under the Consumer Rights Act 2015 and Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

13. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 13.1 We will use the personal information you provide to us in accordance with the terms of our privacy policy, which can be found here: <https://www.samsung.com/uk/info/privacy/>
- 13.2 Please note that, in order to take part in the New Galaxy Club programme, you must have a Samsung Account. If you do not have a Samsung Account, we will use the information which you provide us in the course of applying for the New Galaxy Club programme to set one up for you.
- 13.3 **In order to apply for/ enter into a credit agreement, we will pass your personal information to certain third-party companies in order for them to facilitate and provide this finance product to you. At present, the company that we use for this purpose is Klarna Financial Services UK Limited (the credit provider).** In order to extend credit to you these organisations may pass your personal information to credit reference agencies and they may keep a record of any search that they do. In the course of applying for a credit agreement, you will be redirected to the websites of these organisations. Klarna Financial Services UK Limited will process your personal data in accordance with their privacy policies, which can be found on their websites.
- 13.4 In order for MTR to be able to send you the packaging materials necessary for you to send your Existing Handset to them and for MTR to purchase your device, we will also pass your name and address details to MTR.
- 13.5 **We will only share your personal information with other third parties where the law either requires or allows us to do so.**

14. OTHER IMPORTANT TERMS

- 14.1 **Other than in relation to MTR, who may enforce any provisions of these Terms & Conditions as are expressly applicable to them, no one has any rights under these Terms & Conditions.** Other than as expressly stated within this clause 14.1, these Terms & Conditions are strictly between you and us. No other person shall have any rights to enforce any of its terms.
- 14.2 **If a court finds part of these Terms & Conditions illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately.** If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.3 **Even if we delay in enforcing these Terms & Conditions, we can still enforce them later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking these Terms & Conditions, that will not mean that you do not have to do those things and it will not prevent us from taking steps against you at a later date.
- 14.4 **Which laws apply to these Terms & Conditions and where you may bring legal proceedings.** These terms are governed by the laws of England and Wales and you can

bring legal proceedings in respect of the products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

14.5 **We may at our sole discretion choose to discontinue the New Galaxy Club programme at any point in time** for new purchases without notice.