

TRADE IN – SAMSUNG.COM

TERMS AND CONDITIONS

[SMARTPHONE TERMS AND CONDITIONS](#)

[TABLET TERMS AND CONDITIONS](#)

[SMARTWATCHES TERMS AND CONDITIONS](#)

SAMSUNG HANDSET TRADE IN PROGRAMME TERMS AND CONDITIONS

1. THESE TERMS

1.1 These are the terms and conditions which set out the basis on which you may take part in our Handset Trade In Programme ("Trade In Programme"). The Trade In Programme provides you with the option to get a reduction in price for selected new Samsung Galaxy handsets ("New Device") purchased through Samsung.com/uk in exchange for trading in your existing device (the "Existing Device"). This can be either where they are purchased outright or through a credit facility, or through the Samsung Upgrade Programme. The Trade In Programme is offered subject to New Devices being in stock and available from Samsung.com.

1.2 A complete list of acceptable Existing Devices to trade in, and the price currently on offer for those Existing Devices, can be found at www.samsung.com/uk/trade-in/terms. This list may be updated by us from time to time. Please visit www.samsung.com/uk/trade-in/terms and make a selection indicating that your Existing Device is in good condition for a full table of the discounts available where you are trading in an Existing Device in good condition (i.e. that it meets the Minimum Requirements set out in paragraph 5.2 below). We may also accept Existing Devices which do not meet the Minimum Requirements. If we are currently doing this, this will be indicated on our website.

1.3 The offer is limited to two purchases of New Devices per customer. Any further orders of New Devices under the Trade In Programme may be rejected at our sole discretion. We may also refuse to accept any orders placed for New Devices (or cancel any such orders prior to dispatch) using this Trade In Programme in the event of a pricing/ trade in value or product description error relating to either the New Device or the Existing Device, or where we have reasonable grounds to suspect fraud.

1.4 Please read these terms carefully if you would like to take part in the Trade In Programme. These terms tell you who we are, the conditions of the Trade In Programme and other important information.

1.5 We have the right to revise and amend these Trade In Programme terms and conditions from time to time; we will do this by posting the latest version at www.samsung.com/uk/trade-in/terms.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 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.

2.2 If you need to contact us, you can visit the [Shop Support](#) section of Samsung.com for a range of contact options.

2.3. 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. THE TRADE IN PROGRAMME - OVERVIEW

3.1. On placing your order for a New Device, you can choose to take part in the Trade In Programme by clicking the relevant Trade In option on the website. Your participation will be subject to you passing any relevant credit checks by our chosen credit provider (if you have opted to purchase your New Device through a credit facility or through the Samsung Upgrade Programme).

3.2 The offer to take part in the Trade In Programme is available to consumers only; it is not available to business customers.

3.3 Your participation in the Trade In Programme is subject to you providing the Existing Device to the third party company who will be acquiring the Existing Device from you - MTR Group Limited, a company registered in England and Wales under number 07839241 whose registered office is at Technology House Magnesium Way, Hapton, Burnley, England, BB12 7BF ("MTR"). You must provide your Existing Device to MTR within 7 days of receiving your New Device. Unless you are trading in an Existing Device which you have declared to be broken (where you must follow the requirements set out in clause 5.4), the Existing Device must meet the minimum requirements set out in clause 5.2. Should you fail to provide the Existing Device to us, please note that the consequences set out in clause 6 of these terms and conditions will apply.

3.4 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 New Device and any other products purchased from our website.

4. PROVISION OF FINANCE

4.1 If you opt to pay for your New Device through finance, we act as a credit broker and not a lender and will introduce you to your chosen credit provider. We do not provide the line of credit and are not the financial provider. If you opt to pay for the new device through finance, you will need to enter into a separate agreement with the credit provider, to which we will not be a party.

4.2 If you are an existing member of the Samsung Upgrade Programme (with an outstanding balance on your Existing Handset related to the Samsung Upgrade Programme), then you may not use that Existing Device to take part in the Trade In Programme. However, where you are joining the Upgrade Programme for the first time, or where you are trading in an Existing Device previously associated with the Samsung Upgrade Programme that you now own outright (with no outstanding balance or finance on the Existing Handset), you may take part in the Trade In Programme and the Samsung Upgrade Programme at the same time. The Terms and Conditions for the Samsung Upgrade Programme can be found [here](#).

4.3 If you purchased your Existing Device through Samsung Flex and have not made the final settlement payment to buy it outright, then you may not take part in the Trade In Programme. However, if you are a new Samsung Flex customer, or you have finished paying off your loan and own your Existing Device outright (with no outstanding balance or finance) then you may take part in the Trade In Programme and Samsung Flex at the same time. Full terms for Samsung Flex can be found [here](#).

4.4 If you decide to enter into a credit facility in order to purchase your New Device, we offer credit from a variety of lenders. Additional terms and conditions may apply to the use of such credit facilities.

4.5 You will need to enter your details via your chosen credit provider's website so they can carry out any relevant credit checks.

4.6 If your application is successful, you will be able to enter into a credit facility on terms to be provided by your chosen credit provider. Please ensure that you read the terms of the credit facility carefully before signing. Failure to make repayments under this credit facility may have a negative impact on your credit rating and you may incur interest and charges.

5. TRADING IN YOUR EXISTING DEVICE

5.1 If you decide to take part in the Trade In Programme, you must provide your Existing Device to MTR..

5.2 Please note that the option to receive the full value of discount for your Existing Device is only available if your Existing Device meets the requirements set out below ("Minimum Requirements"). Please also note that the value of your Existing Device may vary for purchases of exclusive colour model handsets. All pricing, including any variations of Existing Device, can be found in www.samsung.com/uk/trade-in/terms. If you are trading in a broken or faulty Existing Device (where this is offered on our website) the terms of clause 5.4 apply instead of these Minimum Requirements.

Minimum Requirements

Functionality: The Existing Device must be owned by you, it must match the make and model from your order form and it must also meet the following functionality criteria.

- It must power on/up and hold charge
- It must be fully functional and must have no software or hardware faults
- It must only have normal wear and tear - there must be no damage or blemishes to screen/LCD and the casing around the device including the camera lens must not be cracked.
- No level of liquid damage is acceptable.
- It must have a fully functioning display and have no cracked screen
- It must have no signs of screen burn, ghost imaging, discolouration, coloured hues or image retention
- It must not be blacklisted - each device must be eligible to pass all lost/stolen registers
- It must be factory reset and have no software locks - the device must have any personal account locks removed and the device must be reset to remove personal data, all devices must have their iCloud or Google accounts removed or custom MDM accounts removed.
- It must not be PIN locked and must not have an 'Activation Lock' or 'iCloud Lock' activated
- It must include its battery within the casing and must not have any missing parts
- It must not be crushed, bent in half or liquid-damaged
- It must not have an outstanding credit or finance balance associated with it
- It must not be "jail-broken" or "Knox warranty void" and the firmware must not have been altered
- It must be original and meet the manufacturer's original EU specifications (and is not personalised with any custom engraving). For example, the entire colour of the device must match the original manufacturer's specification.

5.3 Please note that we or MTR will inspect all Existing Devices which are provided as part of the Trade In Programme. If the Existing Device which you are proposing to provide to us does not meet the Minimum Requirements (and you have not declared it to be a broken Existing Device as set out in clause 5.4), then we or MTR will contact you and notify you of this within 10 days. If your Existing Device does not meet the Minimum Requirements, a surcharge of up to £150 will be payable to MTR. MTR will contact you advising how much surcharge is due (depending on the extent to which your Existing Device does not meet the minimum requirements) and how to make payment in these circumstances. If you have any concerns about the inspection of your Existing Device, or wish to discuss the result of this inspection, please contact MTR on 0333 207 9676 or helpdesk@samsungrecycle.co.uk.

5.4 Should your Existing Device not meet the requirements detailed above, you may (if our website indicates that we are accepting damaged Existing Devices) still trade in your Existing Device by declaring it to be broken. You can do this by ticking the box stating that your device is a “Broken Phone” or has a “Cracked Screen” during the Trade In process on our website. Where you are trading in a broken Existing Device, a lower fixed fee shall be payable for the Existing Device, rather than the usual price payable for the Existing Device. The price payable for a broken Existing Device is set out on our website (if applicable) at www.samsung.com/uk/trade-in/terms. Please note that we cannot accept broken Existing Devices where the Existing Device has an outstanding credit or finance balance associated with it, or where the Existing Device has been blacklisted as lost or stolen.

5.5 You will be provided with prepaid return packaging materials to allow for the safe provision of your Existing Device to us. Please ensure that you back up any photos, files and other data you have stored on the Existing Device, and remove the SIM card and any memory cards before providing the Existing Device to us. On receipt of the Existing Device, all data stored on it will be securely wiped. We are not able to recover any data stored on an Existing Device that has been provided to us.

5.6 At the point at which you have provided your Existing Device to MTR, and MTR has carried out a successful inspection of the Existing Device (ensuring that it meets the Minimum Requirements, unless it has been declared to be broken Existing Device) ownership in the Existing Device will pass from you to MTR.

6. CONSEQUENCES OF NOT TRADING IN YOUR EXISTING DEVICE

6.1 You should ensure that the Existing Device is provided to us within **7 days** of receiving your New Device. If you do not send your Existing Device within this timeframe, then unless you return your New Device, Samsung will, after **14 days** have elapsed after delivery of your New Device, deduct a sum equal to the discount you receive for trading in your Existing Device from your payment card.

6.2 In the event we are required to take this action, please note that we reserve the right to refuse to take any further orders from you; we will also review any activity in relation to existing orders under your name.

6.3 Should you fail to return the Existing Device to MTR, and we are unable to recover the money from your payment card, we reserve the right to remotely disable your New Device. If we take this action, it shall take place on or after 15 days after delivery of your New Device.

7. YOUR RIGHTS

7.1 Entering into the Trade In Programme does not prevent you from exercising your rights to cancel your order during the 14-day cooling-off period provided for in our standard Terms and Conditions of Sale.

7.2 Full information about your rights to return a defective product in line with our Returns Policy can be found in our standard [Terms and Conditions of Sale](#).

7.3 If 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 because the product we have provided you with is defective, we will endeavour to return your Existing Device to you, but we cannot guarantee its return. In the event that we are unable to recover your Existing Device, we will provide you with a cash equivalent price for the Existing Device, based on the price currently payable for your Existing Device on the Samsung Recycle website (www.samsungrecycle.co.uk). This price may be different to the trade in value shown at the time of purchase, which can be an enhanced value featuring additional discounts or support. Any such cash payment will be made by MTR, on behalf of Samsung.

7.4 Taking part in the Trade In Programme does not affect any statutory rights you may have, including your rights under the Consumer Rights Act 2015 and Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

8. HOW WE MAY USE YOUR PERSONAL INFORMATION

8.1 We will use the personal information you provide to us in accordance with the terms of our privacy policy, which can be found here: <http://www.samsung.com/uk/info/privacy>.

8.2 If you wish to exercise your rights under GDPR, please contact us using our Privacy Support Page which can be found here: <https://www.samsung.com/request-desk>.

8.3 Please note that in order to take part in the Trade In Programme, you must have a Samsung Account. If you do not have a Samsung Account, we will use the information you provide us in the course of applying for the Trade In Programme to set one up for you.

8.4 We will only give your personal information to other third parties (including MTR, as noted above) where the law either requires or allows us to do so.

9. OTHER IMPORTANT TERMS

9.1 Other than MTR Group Limited, in relation to clause 5 above (or otherwise as may be necessary to obtain title in your Existing Device from you), nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

9.2 To be eligible to participate in the Trade In Programme you must be a UK resident aged 18+ (or have obtained your parent or guardian's consent to the relevant sale for the relevant sum).

9.3 If a court finds part of this contract 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.

9.4 Even if we delay in enforcing this contract, we can still enforce it 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 this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

9.5 These terms are governed by English law 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.

SAMSUNG TABLET TRADE IN PROGRAMME TERMS AND CONDITIONS

1 THESE TERMS

1.1 These are the terms and conditions which set out the basis on which you may take part in our Tablet Trade In Programme ("Trade In Programme"). The Trade In Programme provides you with the option to get a reduction in price for selected Samsung Galaxy tablets ("New Device") purchased through Samsung.com/uk, either purchased outright or through a credit facility, in exchange for trading in your existing device (the "Existing Device"). The Trade In Programme is offered subject to New Devices being in stock and available from Samsung.com.

1.2 A complete list of acceptable Existing Devices to trade in, and the price currently on offer for those Existing Devices, can be found at www.samsung.com/uk/trade-in/terms. This list may be updated by us from time to time. Please visit www.samsung.com/uk/trade-in/terms and make a selection indicating that your Existing Device is in good condition for a full table of the discounts available where you are trading in an Existing Device in good condition (i.e. that it meets the Minimum Requirements set out in paragraph 5.2, below). We may also accept Existing Devices, which do not meet the Minimum Requirements. If we are currently doing this, this will be indicated on our website.

1.3 The offer is limited to two purchases of New Devices per customer. Any further orders of New Devices under the Trade In Programme may be rejected at our sole discretion. We may also refuse to accept any orders placed for New Devices (or cancel any such orders prior to dispatch) using this Trade In Programme in the event of a pricing/ trade in value or product description error relating to either the New Device or the Existing Device, or where we have reasonable grounds to suspect fraud.

1.4 Please read these terms carefully if you would like to take part in the Trade In Programme. These terms tell you who we are, the conditions of the Trade In Programme and other important information.

1.5 We have the right to revise and amend these Trade In Programme terms and conditions from time to time; we will do this by posting the latest version at www.samsung.com/uk/trade-in/terms.

2 INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 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.

2.2 If you need to contact us, you can visit the [Shop Support](#) section of Samsung.com for a range of contact options.

2.3 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 THE TRADE IN PROGRAMME - OVERVIEW

3.1. On placing your order for a New Device, you can choose to take part in the Trade In Programme by clicking the relevant Trade In option on the website. Your participation will be subject to you passing any relevant credit checks by our chosen credit provider (if you have opted to purchase your New Device through a credit facility or through the Samsung Upgrade Programme).

3.2 The offer to take part in the Trade In Programme is available to consumers only; it is not available to business customers.

3.3 Your participation in the Trade In Programme is subject to you providing the Existing Device to the third party company who will be acquiring the Existing Device from you - MTR Group Limited, a company registered in England and Wales under number 07839241 whose registered office is at Technology House Magnesium Way, Hapton, Burnley, England, BB12 7BF ("MTR"). You must provide your Existing Device to MTR within 7 days of receiving your New Device. The Existing Device must meet the minimum requirements set out in clause 5.2. Should you fail to provide the Existing Device to us, please note that the consequences set out in clause 6 of these terms and conditions will apply.

3.4 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 New Device and any other products purchased from our website.

4 PROVISION OF FINANCE

4.1 If you opt to pay for your New Device through finance, we act as a credit broker and not a lender and will introduce you to your chosen credit provider. We do not provide the line of credit and are not the financial provider. If you opt to pay for the new device through finance, you will need to enter into a separate agreement with the credit provider, to which we will not be a party.

4.2 Where you decide to enter into a credit facility in order to purchase your New Device, we offer credit from a variety of lenders. Additional terms and conditions may apply to the use of such credit facilities.

4.3 You will need to enter your details via your chosen credit provider's website so they can carry out any relevant credit checks.

4.4 If your application is successful, you will be able to enter into a credit facility on terms to be provided by your chosen credit provider. Please ensure that you read the terms of the credit facility carefully before signing. Failure to make repayments under this credit facility may have a negative impact on your credit rating and you may incur interest and charges.

5. TRADING IN YOUR EXISTING DEVICE

5.1 If you decide to take part in the Trade In Programme, you must provide your Existing Device to MTR.

5.2 Please note that the option to receive the full value of discount for your Existing Device is only available if your Existing Device meets the requirements set out below ("Minimum Requirements"). Please also note that the value of your Existing Device may vary for purchases of exclusive colour model handsets. All pricing, including any variations of Existing Device, can be found in www.samsung.com/uk/trade-in/terms. If you are trading in a broken or faulty Existing Device (where

this is offered on our website) the terms of clause 5.4 apply instead of these Minimum Requirements.

Minimum Requirements

Functionality: The Existing Device must be owned by you, it must match the make and model from your order form and it must also meet the following functionality criteria.

- It must power on/up and hold charge
- It must be fully functional and must have no software or hardware faults
- It must only have normal wear and tear - there must be no damage or blemishes to screen/LCD and the casing around the device including the camera lens must not be cracked. No level of liquid damage is acceptable.
- It must have a fully functioning display and have no cracked screen
- It must have no signs of screen burn, ghost imaging, discolouration, coloured hues or image retention
- It must not be blacklisted - each device must be eligible to pass all lost/stolen registers
- It must be factory reset and have no software locks - the device must have any personal account locks removed and the device must be reset to remove personal data, all devices must have their iCloud or Google accounts removed or custom MDM accounts removed.
- It must not be PIN locked and must not have an 'Activation Lock' or 'iCloud Lock' activated
- It must include its battery within the casing and must not have any missing parts
- It must not be crushed, bent in half or liquid-damaged
- It must not have an outstanding credit or finance balance associated with it
- It must not be "jail-broken" or "Knox warranty void" and the firmware must not have been altered
- It must be original and meet the manufacturer's original EU specifications (and is not personalised with any custom engraving). For example, the entire colour of the device must match the original manufacturer's specification.

5.3 Please note that we or MTR inspect all Existing Devices, which are provided as part of the Trade In Programme. If the Existing Device which you are proposing to provide to us does not meet the Minimum Requirements (and you have not declared it to be a broken Existing Device as set out in clause 5.4), then we, or MTR will contact you and notify you of this within 10 days. If your Existing Device does not meet the Minimum Requirements, a surcharge of up to £150 will be payable to MTR. MTR will contact you advising how much surcharge is due (depending on the extent to which your Existing Device does not meet the minimum requirements) and how to make payment in these circumstances. If you have any concerns about the inspection of your Existing Device, or wish to discuss the result of this inspection, please contact MTR on 0333 207 9676 or helpdesk@samsungrecycle.co.uk.

5.4 Should your Existing Device not meet the requirements detailed above, you may (if our website indicates that we are accepting damaged Existing Devices) still trade in your Existing Device by declaring it to be broken. You can do this by ticking the box stating that your device is a "Broken Phone" or has a "Cracked Screen" during the Trade In process on our website. Where you are trading in a broken Existing Device, a lower fixed fee shall be payable for the Existing Device, rather than the usual price payable for the Existing Device. The price payable for a broken Existing Device is set out on our website (if applicable) at www.samsung.com/uk/trade-in/terms. Please note that we cannot accept broken Existing Devices where the Existing Device has an outstanding credit or finance balance associated with it, or where the Existing Device has been blacklisted as lost or stolen.

5.5 You will be provided with prepaid return packaging materials to allow for the safe provision of your Existing Device to us. Please ensure that you back up any photos, files and other data you have stored on the Existing Device, and remove the SIM card and any memory cards before providing the Existing Device to us. On receipt of the Existing Device, all data stored on it will be securely wiped. We are not able to recover any data stored on an Existing Device that has been provided to us.

5.6 At the point at which you have provided your Existing Device to MTR, and MTR has carried out a successful inspection of the Existing Device (ensuring that it meets the Minimum Requirements, unless it has been declared to be broken Existing Device) ownership in the Existing Device will pass from you to MTR.

6. CONSEQUENCES OF NOT TRADING IN YOUR EXISTING DEVICE

6.1 You should ensure that the Existing Device is provided to us within **7 days** of receiving your New Device. If you do not send your Existing Device within this timeframe, then unless you return your New Device, Samsung will, after **14 days** have elapsed after delivery of your New Device, deduct a sum equal to the discount you receive for trading in your Existing Device from your payment card.

6.2 In the event we are required to take this action, please note that we reserve the right to refuse to take any further orders from you; we will also review any activity in relation to existing orders under your name.

6.3 Should you fail to return the Existing Device to MTR, and we are unable to recover the money from your payment card, we reserve the right to remotely disable your New Device. If we take this action, it shall take place on or after 15 days after delivery of your New Device.

7 YOUR RIGHTS

7.1 Entering into the Trade In Programme does not prevent you from exercising your rights to cancel your order during the 14-day cooling-off period provided for in our standard Terms and Conditions of Sale.

7.2 Full information about your rights to return a defective product in line with our Returns Policy can be found in our standard [Terms and Conditions of Sale](#).

7.3 If 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 because the product we have provided you with is defective, we will endeavour to return your Existing Device to you, but we cannot guarantee its return. In the event that we are unable to recover your Existing Device, we will provide you with a cash equivalent price for the Existing Device, based on the price currently payable for your Existing Device on the Samsung Recycle website (www.samsungrecycle.co.uk). This price may be different to the trade in value shown at the time of purchase, which can be an enhanced value featuring additional discounts or support. Any such cash payment will be made by MTR, on behalf of Samsung.

7.4 Taking part in the Trade In Programme does not affect any statutory rights you may have, including your rights under the Consumer Rights Act 2015 and Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

8 HOW WE MAY USE YOUR PERSONAL INFORMATION

8.1 We will use the personal information you provide to us in accordance with the terms of our privacy policy, which can be found here: <http://www.samsung.com/uk/info/privacy>.

8.2 If you wish to exercise your rights under GDPR, please contact us using our Privacy Support Page which can be found here: <https://www.samsung.com/request-desk>.

8.3 Please note that in order to take part in the Trade In 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 Trade In Programme to set one up for you.

8.4 We will only give your personal information to other third parties (including MTR, as noted above) where the law either requires or allows us to do so.

9. OTHER IMPORTANT TERMS

9.1 Other than MTR Group Limited, in relation to clause 5 above (or otherwise as may be necessary to obtain title in your Existing Device from you), nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

9.2 To be eligible to participate in the Trade In Programme you must be a UK resident aged 18+ (or have obtained your parent or guardian's consent to the relevant sale for the relevant sum).

9.3 If a court finds part of this contract 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.

9.4 Even if we delay in enforcing this contract, we can still enforce it 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 this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

9.5 These terms are governed by English law 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.

SAMSUNG WEARABLES TRADE IN PROGRAMME TERMS AND CONDITIONS

1. THESE TERMS

1.1 These are the terms and conditions which set out the basis on which you may take part in our Smartwatch Trade In Programme ("Trade In Programme"). The Trade In Programme provides you with the option to get a reduction in price for any Samsung Galaxy Watch ("New Device") purchased through Samsung.com, either purchased outright or through a credit facility, in exchange for trading in your existing device (the "Existing Device"). The Trade In Programme is offered subject to New Devices being in stock and available from Samsung.com.

1.2 A complete list of acceptable Existing Devices to trade in, and the price currently on offer for those Existing Devices, can be found at www.samsung.com/uk/trade-in/terms. This list may be updated by us from time to time. Please visit www.samsung.com/uk/trade-in/terms and make a selection indicating that your Existing Device is in good condition for a full table of the discounts available where you are trading in an Existing Device in good condition (i.e. that it meets the Minimum Requirements set out in paragraph 5.2, below). We may also accept Existing Devices, which do not meet the Minimum Requirements. If we are currently doing this, this will be indicated on our website.

1.3 The offer is limited to two purchases of New Devices per customer. Any further orders of New Devices under the Trade In Programme may be rejected at our sole discretion. We may also refuse to accept any orders placed for New Devices (or cancel any such orders prior to dispatch) using this Trade In Programme in the event of a pricing/ trade in value or product description error relating to either the New Device or the Existing Device, or where we have reasonable grounds to suspect fraud.

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2.3 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.

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3.1. On placing your order for a New Device, you can choose to take part in the Trade In Programme by clicking the relevant Trade In option on the website. Your participation will be subject to you passing any relevant credit checks by our chosen credit provider (if you have opted to purchase your New Device through a credit facility or through the Samsung Upgrade Programme).

3.2 The offer to take part in the Trade In Programme is available to consumers only; it is not available to business customers.

3.3 Your participation in the Trade In Programme is subject to you providing the Existing Device to the third party company who will be acquiring the Existing Device from you - MTR Group Limited, a company registered in England and Wales under number 07839241 whose registered office is at Technology House Magnesium Way, Hapton, Burnley, England, BB12 7BF ("MTR"). You must provide your Existing Device to MTR within 7 days of receiving your New Device. We will accept any Existing Device, outside of those listed in Appendix 1, in any condition for a flat rate discount of £25. However, to receive the higher discounts listed in Appendix 2, the Existing Device must meet the minimum requirements set out in clause 5.2. Should you fail to provide the Existing Device to us, please note that the consequences set out in clause 6 of these terms and conditions will apply.

3.4 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 New Device and any other products purchased from our website.

4 PROVISION OF FINANCE

4.1 If you opt to pay for your New Device through finance, we act as a credit broker and not a lender and will introduce you to your chosen credit provider. We do not provide the line of credit and are not the financial provider. If you opt to pay for the new device through finance, you will need to enter into a separate agreement with the credit provider, to which we will not be a party.

4.2 Where you decide to enter into a credit facility in order to purchase your New Device, we offer credit from a variety of lenders. Additional terms and conditions may apply to the use of such credit facilities.

4.3 You will need to enter your details via your chosen credit provider's website so they can carry out any relevant credit checks.

4.4 If your application is successful, you will be able to enter into a credit facility on terms to be provided by your chosen credit provider. Please ensure that you read the terms of the credit facility carefully before signing. Failure to make repayments under this credit facility may have a negative impact on your credit rating and you may incur interest and charges.

5. TRADING IN YOUR EXISTING DEVICE

5.1 If you decide to take part in the Trade In Programme, you must provide your Existing Device to MTR.

5.2 Please note that the option to receive the full value of discount for your Existing Device is only available if your Existing Device meets the requirements set out below ("Minimum Requirements"). Please also note that the value of your Existing Device may vary for purchases of exclusive colour model handsets. All pricing, including any variations of Existing Device, can be found in

www.samsung.com/uk/trade-in/terms. If you are trading in a broken or faulty Existing Device (where this is offered on our website) the terms of clause 5.4 apply instead of these Minimum Requirements.

Minimum Requirements

Functionality: The Existing Device must be owned by you, it must match the make and model from your order form and it must also meet the following functionality criteria.

- It must power on/up and hold charge
- It must be fully functional and must have no software or hardware faults
- It must only have normal wear and tear - there must be no damage or blemishes to screen/LCD and the casing around the device including the camera lens must not be cracked. No level of liquid damage is acceptable.
- It must have a fully functioning display and have no cracked screen
- It must have no signs of screen burn, ghost imaging, discolouration, coloured hues or image retention
- It must not be blacklisted - each device must be eligible to pass all lost/stolen registers
- It must be factory reset and have no software locks - the device must have any personal account locks removed and the device must be reset to remove personal data, all devices must have their iCloud or Google accounts removed or custom MDM accounts removed.
- It must not be PIN locked and must not have an 'Activation Lock' or 'iCloud Lock' activated
- It must include its battery within the casing and must not have any missing parts
- It must not be crushed, bent in half or liquid-damaged
- It must not have an outstanding credit or finance balance associated with it
- It must not be "jail-broken" or "Knox warranty void" and the firmware must not have been altered
- It must be original and meet the manufacturer's original EU specifications (and is not personalised with any custom engraving). For example, the entire colour of the device must match the original manufacturer's specification.

5.3 Please note that we or MTR will inspect all Existing Devices, which are provided as part of the Trade In Programme. If the Existing Device which you are proposing to provide to us does not meet the Minimum Requirements (and you have not declared it to be a broken Existing Device as set out in clause 5.4), then we or MTR will contact you and notify you of this within 10 days. If your Existing Device does not meet the Minimum Requirements, a surcharge of up to £150 will be payable to MTR. MTR will contact you advising how much surcharge is due (depending on the extent to which your Existing Device does not meet the minimum requirements) and how to make payment in these circumstances. If you have any concerns about the inspection of your Existing Device, or wish to discuss the result of this inspection, please contact MTR on 0333 207 9676 or helpdesk@samsungrecycle.co.uk.

5.4 Should your Existing Device not meet the requirements detailed above, you may (if our website indicates that we are accepting damaged Existing Devices) still trade in your Existing Device by declaring it to be broken. You can do this by ticking the box stating that your device is a "Broken Phone" or has a "Cracked Screen" during the Trade In process on our website. Where you are trading in a broken Existing Device, a lower fixed fee shall be payable for the Existing Device, rather than the usual price payable for the Existing Device. The price payable for a broken Existing Device is set out on our website (if applicable) at www.samsung.com/uk/trade-in/terms. Please note that we cannot accept broken Existing Devices where the Existing Device has an outstanding credit or finance balance associated with it, or where the Existing Device has been blacklisted as lost or stolen.

5.5 You will be provided with prepaid return packaging materials to allow for the safe provision of your Existing Device to us. Please ensure that you back up any photos, files and other data you have stored on the Existing Device, and remove the SIM card and any memory cards before providing the Existing Device to us. On receipt of the Existing Device, all data stored on it will be securely wiped. We are not able to recover any data stored on an Existing Device that has been provided to us.

5.6 At the point at which you have provided your Existing Device to MTR, and MTR has carried out a successful inspection of the Existing Device (ensuring that it meets the Minimum Requirements, unless it has been declared to be broken Existing Device) ownership in the Existing Device will pass from you to MTR.

6. CONSEQUENCES OF NOT TRADING IN YOUR EXISTING DEVICE

6.1 You should ensure that the Existing Device is provided to us within **7 days** of receiving your New Device. If you do not send your Existing Device within this timeframe, then unless you return your New Device, Samsung will, after **14 days** have elapsed after delivery of your New Device, deduct a sum equal to the discount you receive for trading in your Existing Device from your payment card.

6.2 In the event we are required to take this action, please note that we reserve the right to refuse to take any further orders from you; we will also review any activity in relation to existing orders under your name.

6.3 Should you fail to return the Existing Device to MTR, and we are unable to recover the money from your payment card, we reserve the right to remotely disable your New Device. If we take this action, it shall take place on or after 15 days after delivery of your New Device.

7. YOUR RIGHTS

7.1 Entering into the Trade In Programme does not prevent you from exercising your rights to cancel your order during the 14-day cooling-off period provided for in our standard Terms and Conditions of Sale.

7.2 Full information about your rights to return a defective product in line with our Returns Policy can be found in our standard [Terms and Conditions of Sale](#).

7.3 If 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 because the product we have provided you with is defective, we will endeavour to return your Existing Device to you, but we cannot guarantee its return. In the event that we are unable to recover your Existing Device, we will provide you with a cash equivalent price for the Existing Device, based on the price currently payable for your Existing Device on the Samsung Recycle website (www.samsungrecycle.co.uk). This price may be different to the trade in value shown at the time of purchase, which can be an enhanced value featuring additional discounts or support. Any such cash payment will be made by MTR, on behalf of Samsung.

7.4 Taking part in the Trade In Programme does not affect any statutory rights you may have, including your rights under the Consumer Rights Act 2015 and Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

8. HOW WE MAY USE YOUR PERSONAL INFORMATION

8.1 We will use the personal information you provide to us in accordance with the terms of our privacy policy, which can be found here: <http://www.samsung.com/uk/info/privacy>.

8.2 If you wish to exercise your rights under GDPR, please contact us using our Privacy Support Page which can be found here: <https://www.samsung.com/request-desk>.

8.3 Please note that in order to take part in the Trade In 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 Trade In Programme to set one up for you.

8.4 We will only give your personal information to other third parties (including MTR, as noted above) where the law either requires or allows us to do so.

9. OTHER IMPORTANT TERMS

9.1 Other than MTR Group Limited, in relation to clause 5 above (or otherwise as may be necessary to obtain title in your Existing Device from you), nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

9.2 To be eligible to participate in the Trade In Programme you must be a UK resident aged 18+ (or have obtained your parent or guardian's consent to the relevant sale for the relevant sum).

9.3 If a court finds part of this contract 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.

9.4 Even if we delay in enforcing this contract, we can still enforce it 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 this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

9.5 These terms are governed by English law 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.