

SAMSUNG HANDSET TRADE IN PROGRAMME TERMS AND CONDITIONS

1. THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions on which you may take part in our Handset Trade In Programme (“Trade In Programme”), which provides you with the option to get a reduction in price for a new selective Samsung Galaxy Phone purchased through the Samsung eStore (either purchased outright or through Samsung Finance. The level of discount which you may receive will vary, dependent on the model of Existing Handset you trade in and the condition of your Existing Handset. We may also refuse to accept any orders placed for New Handsets using this Trade In Programme where we have reasonable grounds to suspect fraud.

1.2 **Why you should read them.** 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.

3. THE TRADE IN PROGRAMME - OVERVIEW

3.1 **How to take part in the Trade In Programme.** Prior to placing an order for a new device you are required to download the application from the Google Play Store or Apple Store. The application will run a diagnostic on your trade in device and after completion of the diagnostic you would be given an indicative price of your phone. Based on the indicative price the application will provide you with a Trade ID. This Trade ID would be required to discount the new device to be purchased on the E Store.

3.2 Your participation in the Trade In Programme is subject to you providing the Existing Handset to us within 14 days of receiving your New Handset. The Existing Handset must meet the minimum requirements set out in the Application. Should you fail to provide the Existing Handset to us within 14 days of receipt of your New Handset you will be required to return your New Handset to us, or you will be asked to pay back the upfront discount you received. Failure to provide your New Handset or payment, to Samsung will result in legal proceedings being taken against you to recover the device.

3.3 If you decide to take part in the Trade In Programme, you must provide your Existing Handset to Brightstar, agency nominated by Samsung to run the Trade In programme. You will be required to download the Application to confirm if your device is applicable for Trade In and Samsung reserves the right to change the acceptable devices at any time.

3.4 **Other than as specified in these terms and conditions, our standard Terms and Conditions of Sale** will govern your purchase of the handset and any other products purchased from our website.

3.5 You will be provided with prepaid return packaging materials to allow for the safe provision of your Existing Handset to us. **You must ensure that the handset is provided to us** within 14 days of receiving your New Handset. Failure to provide your Existing Handset within this time period will mean that you will be required to return your New Handset to us or pay back the discount you received on your New Handset. Please ensure that you **back up any photos, files and other data** which you have stored on the Existing Handset, and **remove the sim card and memory cards** before providing the Existing Handset to us. On receipt of the Existing Handset, all data stored on it will be securely wiped. We are not able to recover any data stored on an Existing Handset which has been provided to us.

3.6 To the extent possible, we ask that you include the box and any original accessories which were included within the box when you provide the Existing Handset to us.

3.7 At the point at which you have provided your Existing Handset to us, and we have carried out a successful inspection of the Existing Handset (ensuring that it meets the Minimum Requirements) ownership in the handset will pass from you to us (or a third party nominated by us).

4. YOUR RIGHTS

4.1 Entering into the Trade In Programme does not prevent you from exercising your rights under our Change of Mind Policy. (https://www.samsung.com/au/estore/static/link_mindpolicy_p/)

4.2 If you exercise your right to cancel and return your product during the 14 day change of mind 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 Handset to you, but we cannot guarantee its return.