

1. General

- a. The Samsung Trade-Up program (“the **Program**”) is operated by Brightstar Logistics Pty Ltd (“**Brightstar**”).
- b. Samsung Electronics Australia Pty Ltd, its staff, employees and dealers (collectively “**Samsung**”), may provide elements of the Program as agents of Brightstar.
- c. Brightstar is a registered Second-Hand Dealer (Registration No. 2PS12534 in New South Wales, Licence number 17200317 in the Australian Capital Territory, Second Hand Dealer number 3637463 in Queensland and Registration number SHD14623 in Victoria).

2. Device

- a. The device subject to these terms and conditions is:

Product Description

Make and Model:

Serial / IMEI Number:

- b. For the avoidance of doubt, if the device received by Brightstar in accordance with these terms and conditions does not match the description above, the device received shall be the device referred to under these terms and conditions and shall be subject to these terms and conditions.
- c. You must own all rights in any devices that you send to Brightstar and be legally entitled to sell the device.

3. Participation in the program

- a. To participate in the Program you must be:
 - i. an individual who is a resident of Australia;
 - ii. at least 18 years old; and
 - iii. have purchased a new Samsung device in the same transaction.
- b. If your device has a blocked international mobile equipment identity (“**IMEI**”), it is not eligible for the Program. IMEI blocking usually occurs after a phone is reported lost or stolen and prevents you from making or receiving calls. You must confirm your phone is working normally before you trade it in.

4. Your responsibilities

- a. You are responsible for cancelling any network contract linked to each device, and removing your SIM card. Brightstar is not responsible for any costs arising from your failure to cancel the network contract linked to your device or your failure to remove the SIM card.
- b. Any SIM cards, battery chargers and accessories received by Brightstar with your device will not be returned and you authorise Brightstar to destroy them.
- c. You are responsible for ensuring that your device does not contain any personal or

confidential data when it is sent to Brightstar. If any personal or confidential data is contained on the device which has not been deleted when Brightstar receives it, you authorise Brightstar to perform a factory reset on the device.

- d. You agree that neither Brightstar nor Samsung are responsible for any loss or damage that may be caused by your failure to remove personal or confidential data from the device before sending to Brightstar.

5. Brightstar's responsibilities

- a. Samsung staff (acting as an agent for Brightstar) will assess your device in store and advise you of the assessed value of the device. This is the value for the device that Samsung will provide to you on behalf of Brightstar in the form of a reduction in the price payable by you for the new Samsung device and Samsung and Brightstar make no representations about the market value of the device or the price that you might be able to obtain elsewhere.
- b. If you agree to proceed, Samsung staff (acting as agent for Brightstar) will process your trade in and package your device to be sent to Brightstar, together with your proof of identity (see clause 6) and a signed copy of these terms and conditions.

6. Privacy and proof of identity

- a. As part of Brightstar's second hand dealer licences, Brightstar is required by law to obtain proof of identity from you.
- b. You must provide a combination of one or more forms of original proof of identity items in store that together or individually show your full name, photograph, current address, date of birth and signature. These will be electronically copied by Samsung staff and sent to Brightstar with a copy of these terms and conditions that you have electronically signed. Brightstar reserves the right to contact you and ask for further proof of identity, for example if the copy of the proof of identity received by Brightstar is not legible.
- c. In addition to the proof of identity requirement, Brightstar may be required to submit the IMEI number of every device to a police data system that checks for reported lost or stolen property.
- d. Any information collected by Brightstar will be dealt with in accordance with the Brightstar Privacy Policy, available by emailing samsung.tradeAU@brightstar.com

7. Payments and title

- a. If you agree to the trade in value specified by Samsung (acting as an agent for Brightstar) and wish to participate in the Program, you must consent to these terms and conditions and provide the necessary identification documents as specified in clause 6b) and Samsung shall provide you the value of the trade in device in the form of a reduction in the price of the new Samsung device.
- b. You agree that the reduction in the value of the new Samsung device is fair compensation for the trade in of your device.
- c. Title in the device shall pass to Brightstar upon payment to you for the device.

8. Compliance with these terms and conditions

- a. In the case Samsung or Brightstar are notified or suspect that the device is lost or stolen, Samsung or Brightstar may request further proof of ownership, such as receipts, tax invoices or carrier receipts. Brightstar may also request that you provide any additional documents or information required by law. In the event that there is (in Brightstar's opinion) insufficient proof of ownership, the device shall be dealt with in accordance with the relevant law which may include, the device being returned to you, or the device being provided to the relevant authorities.
- b. If Brightstar, or Samsung (acting as Brightstar's agent), becomes aware or reasonably suspects that you have not complied with these terms and conditions Brightstar and Samsung reserve the right to refuse your participation in the Program. If you have already sent your device to Brightstar, Brightstar will make reasonable efforts to return it to you (except where Brightstar is required by law to provide the device to the relevant authorities).

9. Brightstar's Liability

- a. Brightstar will not be liable or responsible for any failure to perform, or delay in the performance of, any of Brightstar's obligations under a contract that is caused by events outside Brightstar's reasonable control or due to Brightstar's compliance with any applicable laws or regulations.

Individual

By signing below, I agree to participate in the Samsung Trade-Up Program on the terms and conditions above.

FULL NAME

SIGNATURE

DATE