

Terms & Conditions

This document details the Terms and Conditions of the Samsung Smart Club Program (hereinafter referred to as “Program”), conceived, owned and managed by Samsung India Electronics Private Limited (“Samsung” or “Program Owner”) and valid throughout India, except in regions prohibited by law and applicable on purchase of select Samsung Product(s) only. This Program is open only for Individual(s) customer(s) residing in India who has completed the age of 18, on purchase of Samsung product(s) and meeting the criteria(s) as specified by Samsung from time to time. No fee is payable by the Customer to enroll as a Member in this Program.

Program Benefits are valid exclusively on the purchase of Samsung product(s) from select product categories and from select Samsung Brand shops, Samsung Digital Plazas, Samsung Smart Cafés (“Samsung Exclusive Stores” or “Outlet(s)”). Program Benefits shall strictly not apply to purchase made by or in or for - Bulk, Commercial, E-commerce websites/online, Institutional Consumer and Samsung Dealers (including his family members, employees – direct or indirect) and Samsung Experience Consultants (SEC) engaged at Outlets. (Refer Definition Section in Clause J).

A. Membership Tier(s)/Enrolment/Upgrade(s)

1. Qualification Tiers & Criteria(s): Customer(s) shall be eligible to get enrolled as Member into the Program under any of the three Tier(s) as per criteria shown below and upgrade/retain status (on renewal) on satisfying the criteria(s) detailed below.

Table I: Membership Qualification, Upgrade and Renewal Criteria

Tier	Membership Enrollment Qualification/ Upgrade Criteria			Renewal to retain same Tier
	Purchase Value (in single invoice)	For upgrade to the next level in the Tier Cumulative Purchase over last 2 year period	Fast track Upgrade (as notified on Program website from time to time)	
Loyal Blue	₹200000 or more	Equal to ₹200000 or more (from Gold/Platinum)	Only on purchase of select specified product models	Equal to or more than ₹50000
Platinum	₹75000 or more	Equal to ₹75000 or more (from Gold)	Only on purchase of select specified product models	Equal to or more than ₹20000
Gold	₹15000 or more	NA	NA	NA

Note: Subject to the Terms and Conditions of the Program (as amended from time to time), Once the customer is enrolled as a Member under the Program, the Membership would continue and be renewed automatically every 2 years, except that the renewal at the same Tier shall be subject to meeting the criteria stated above on the renewal due date, failing which the Member would be downgraded to the next tier below.

B. Enrollment as Member

1. On eligible purchase as per Terms and Conditions of this Program and as per the Tier purchase value stated above in Table I, Customer will be issued a unique Membership Number printed on his/her invoice and notified via SMS/E-mail on his registered mobile number/e-mail address, as provided by the Customer.
2. Upon receipt of the Membership Number, the Customer has to mandatorily enroll himself/herself within 90 days from the invoice date of purchase of the product by activating his/her account, by logging at www.samsungsmartclub.in with Membership Number.
3. On enrolling as a Member after successful activation of account with Membership Number and mobile number/E-mail id duly registered, Member will be issued a Membership e-card. Member(s) are requested to retain this e-card for any future transaction and to avail the benefits/privileges being offered under the Program. In a scenario where Member doesn't have the e-card handy, Member's mobile number registered at the time of Membership enrollment will be used as an identifier. In any case, to earn Points for your future purchase, Member needs to produce his/her Membership e-card at the billing counter prior to invoicing.
4. If the Customer does not enroll within the period of 90 days as stated above in clause B.2, he/she will not be eligible for enrollment as Member under this Program using the said purchase and the Membership number so allocated will expire. Enrolment as Member and availment of Program Benefits can only be in the name of the person mentioned on the invoice issued by the Outlet.

C. Program Benefits & Conditions

Table II: Program Benefits

Category	Reward Points (Tier as on date of purchase)			Benefits
	All purchases (per ₹100 spent post discounts)	Every Year (as per given records)	Survey Points (One Time)	
Loyal Blue	2 points	Birthday – 250 points Anniversary – 250 points	250	- Free Annual Service Coupons – ₹500 x 2 - Priority Service - Samsung Event Invitations (Non-Transferable)
Platinum	1.5 points	Birthday – 250 points Anniversary – NA	250	- Free Annual Service Coupons – ₹500 x 1 - Priority Service
Gold	1.25 points	Birthday – 200 points Anniversary – NA	200	- Priority Service

- i. Points shall be awarded subject to the purchase not falling under “Bulk Purchase” and subject to restriction on earning points to the limited numbers of products from each category during a specified period of time as detailed in Annexure A.
- ii. No Points can be earned or credited on retrospective basis. All Points earned and credited to the Member's account have limited period validity for redemption. Refer Redemption Section.
- iii. Free Annual Service Coupons are redeemable at Samsung Service Center(s), after activation only. Priority Service at Samsung Service Center(s) refers to support on installations, demonstrations and repairs facilitated by the dedicated team.

D. Reward Points Value & Validity

1. Each Reward Point earned will have a value of `1 upon redemption through coupons. Point value at redemption may change without prior notice.
2. Points can be redeemed by the Member only and not by any third person on behalf of the Member.
3. Points earned in this Program shall be valid and can be redeemed within limited period as per Table III from the date of accrual of those Points, after which the Points shall lapse/stand forfeited.
4. Consolidated details of the Reward points earned and remaining or expiring shall be sent to the Member(s) on a monthly basis on their registered e-mail ids. Samsung cannot be held responsible for lapse of any Reward points.

Table III: Points Validity Period

Category	Validity from the date of accrual
Point earned through purchases	2 years
Points credited on Birthday or Anniversary	2 months
Points credited on filling survey on program website	6 months
Points earned through any other campaign or program	As per applicable validity terms

E. Redemption Process

1. Member(s) can redeem their accumulated Points lying in their membership account for corresponding denomination Coupon ("Redemption Coupon") to be generated by logging in at www.samsungsmartclub.in.
2. Redemption Coupon so generated can be redeemed towards purchases made at eligible Samsung Exclusive Stores, Samsung Shop at www.samsung.com/in, towards cost service of Samsung products at Samsung Service Centers or other redemption options as available on Program website from time to time. Customer needs to check for availability of redemption of Reward Points at these avenues when intending to do so.
3. Earned Points once redeemed by the Member by generating the Redemption Coupon cannot be cancelled. All Redemption Coupons have limited validity and usage terms as mentioned on generated coupon.
4. Samsung will not be responsible for redemption of the Reward Points at third party partner avenues (if available) and shall be subject to the Terms and Conditions of the third party redemption partners at their sole discretion. Dispute, if any, related to redemption of Reward Points or coupons shall lie exclusively against the third party redemption partners and not against Samsung.

F. Product Returns and Refund Adjustments

1. In case a Member, due to any reason whatsoever, returns any Samsung product, towards purchase of which the Points have already been credited to his/her membership account, such Points shall be reversed from the membership account. Membership Points, benefits and privileges are non-transferable/non-assignable.
2. In such case or situations, if either the membership was acquired or upgraded in Tier, such change shall be cancelled and shall be restored to status as it stood prior to the purchase immediately, including and not limited to reversal of any Points and privileges credited during the intervening period.
3. In case the Balance Points in the Membership Account are less than the Points required to be reversed or have been used by the Customer in any manner whether fully or partially, amount equivalent to the used Points shall be debited from the refund cash amount by the dealer of the said Outlet.

G. Member Obligations and Responsibilities

1. By participating in the Program, each Member represents and warrants that he/she is legally competent to enter into binding contracts under applicable laws. By taking part and/or entering into the Program, the Member warrants that all information provided by the Member regarding his/her name, age, state, city, address, phone number, etc. is true, correct, accurate and complete, and that the Member is authorized to provide such information and consents to the use of such information by Samsung.
2. Once the Member enters the above information, he/she cannot make any changes to the same. Any change required shall have to be informed to Samsung at Smart Club Helpdesk @ 1800-3001-3232 or and the same shall be subject to submission of requisite documents (as will be informed to Member from case to case basis). Samsung reserves the right to reject the request for change if it is not satisfied with the reason for change or the documents submitted by the Member. No claims shall be entertained in this regard against Samsung.
3. By getting enrolled in Program, the Member voluntarily agrees to receive Program specific or promotional communication regarding Samsung Products being Mobiles, Tablets, Accessories & Wearables, Consumer durables such as Air Conditioner, Television, Washing Machine, Microwave, Air Purifier, Storage devices and Audio devices (JBL & Harman), on the contact details provided by the Member. Member understands that Samsung shall take necessary precaution in handling the personal information of the Member, however Member shall not hold Samsung or its holding company responsible for any leakage of personal information.
4. Samsung reserves the absolute right to amend the Terms and Conditions of the Program or cancel or discontinue the Program or any part thereof without giving any reasons or prior notice. Samsung reserves the right to substitute the Rewards under this Program with any other offer or points etc. at its sole discretion. Program shall be void, if prohibited by law. In such case, Samsung shall not be liable to provide any gift(s)/Reward(s) or compensation to the Member on any account.
5. By participating in the Program, the Member agrees that the Samsung shall not be liable for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Program or with the acceptance, possession, or use of Rewards (except any liability, which may not be excluded under applicable law). Further, Member hereby agrees to indemnify and keep Samsung, its directors, officers, representatives, employees and agents against any and all claims, issues and liabilities arising out of this Program.
6. Members must not act in way that breaches these Terms & Conditions or abuse or misuse the Program, any awards, benefits, facilities, services or arrangements accorded to the Member as a result of the Membership.
7. A Member cannot encash/sell/purchase/transfer/assign Points and add to Points already earned in order to redeem these points for a reward other than through a purchase of Samsung products from Samsung brand shops. Member can only earn Points as per the Terms and Conditions of the Program or as per the scheme offered under the Program. In case of the death of a Member, all the Reward Points accumulated will cease and no transfer/encashment of the Points will be made.
8. Member(s) is responsible for regularly checking his/her Membership Account and must notify Samsung of any omissions, incorrect entries or other discrepancies. Member(s) will be solely responsible to maintain the confidentiality of his/her own Membership Account. Member(s) agrees to accept responsibility for all activities that occur under his/her account or password.
9. Members shall themselves be responsible for the awareness of the Program rules and their entitlements and redemption of the Reward Points. Samsung shall not be responsible or liable for the failure of any communication to reach the Member on account of wrong address, lost or delayed mail or for any other reason.
10. All applicable taxes including but not limited to Income (withholding) Tax and any other statutory levy as may be applicable from time to time in relation to the Reward shall be borne by the Member. The Member is solely responsible for any other expense related to the acceptance of Reward and Samsung shall not in any manner be liable or responsible for the same.

H. Communication

1. All communication with Members will be made through e-mail and/or SMS as per the contact details mentioned in the enrollment form. All communication directed to this address or any other address intimated in writing to the Samsung Smart Club Program, will be deemed to have been received by the Member.

2. Any change in the address, or other profile updation details (except Membership Card No., User Id, Name, Date of birth & Anniversary date) must be done by the Member through the Loyalty Portal. Customer may take guidance for the same by calling Samsung Member Helpline number at 1800-3001-3232.
3. In case of discrepancy of point calculation, Member can raise a complaint within 7 days of the receipt of Reward Point statement at ssc.support@samsung.com. Samsung shall have the right to review the Reward Points awarding procedure and make necessary amendments, if required. Failure to report any discrepancy within 7 days of receipt of the Reward Points statement by the Member shall be deemed that he/she has no dispute on the accumulated Points and he/she has unconditionally accepted the Points Statement as final.
4. In case of any issue or concern related to this Program, please raise it to Smart Club Helpdesk @ 1800-3001-3232 from 09:00 AM to 08:00 PM, Monday to Saturday (Excluding National Holidays), within 90 days of the issue or concern occurrence, beyond which no issue or concern shall be entertained by Samsung.

I. Samsung Rights & Disclaimers

1. Right to verify the credentials other details of the Customer applying for membership or even enrolled Member at any stage and allow or disallow or terminate membership to Program without giving any reasons whatsoever, is reserved. In case of any discrepancy or mismatch in the name/age of the Customer/Member at any stage of the Program period, membership and/or benefits can be put on hold or be made unavailable and may even extend to withdrawal of the benefits wrongly availed by the Member. Decision of Samsung in this regard shall be final and no challenge shall be entertained. To resolve such disconnects, Customer needs to reach the dedicated helpline or respond to calls from Samsung including submission of requested documents for verification/ re-verification.
2. Samsung shall not be responsible for non-availability of this Program at any Outlet(s). Customers are advised to check the availability of this Program before making any purchase from any of the Outlet(s).
3. Samsung at its sole discretion reserves the right to add, modify, delete or otherwise change any of these Terms and Conditions, benefits, rewards or reward levels pertaining to the Program from time to time.
4. Samsung reserves the right to discontinue the Program or terminate membership of an individual without assigning any reason whatsoever. In case of termination of the Program by Samsung, the member will be given an option to redeem the accumulated points by the date specified by Samsung, failing which all Points shall stand forfeited. Accrual of Points under this Program will cease immediately on termination of the Program.
5. Samsung reserves the right to withhold/deactivate i.e. reject or block the membership respectively, at any point of time in case the Customer/Member is found breaching the Terms and Conditions of this Program or using Fraudulent Means of registering as Member. "Fraudulent Means" includes but not limited to not disclosing as Bulk Purchaser (refer Annexure A), registering for someone else's product, etc. In case any fraud is suspected, the Membership shall be deactivated by Samsung and in such case, all Points accrued shall become null and void and no claims shall be entertained against Samsung in this regard. Also, while the Membership is on hold, neither any fresh Points shall be credited to the account on fresh purchase nor a customer can redeem any Points in his/her account. Further, Samsung reserves the right to withdraw or cancel the value of any Points from the Member's balance in such scenarios. Samsung reserves the right to adjust a Member's total Points if Points have been incorrectly credited for any reason. Samsung shall not be liable for any loss or damage suffered, resulting from withholding/cancellation/ withdrawals made in accordance with these Terms and Conditions.
6. Decision, interpretation of the Samsung in relation to the Program and the matters incidental thereto shall be final and binding on the Member(s). Disputes, controversies and conflicts (collectively "Disputes"), if any in respect of the Program, shall subject to jurisdiction of courts located in New Delhi.
7. Additional terms may be applicable for redemption of the Points for Rewards and Members agree to abide by the same and Samsung shall not be responsible for such additional terms by participating third parties.
8. Samsung reserves the right to change the list of selected product categories and limits (as mentioned in Annexure A), on which the Reward Points are issued from time to time.
9. Membership can be put on hold for review and cancelled in the following circumstances – if a Member is found ineligible based on the program eligibility clauses, including but limited to age, relationship with Samsung and purchase purpose, or (ii) if a Member is found to have acted in a manner, which is being prevented or prohibited by the clauses of this document.

J. Definitions

- i. "Bulk Purchase" means any purchase of the Samsung Products under this Program beyond the permissible limit and period as detailed under Annexure A and "Bulk Purchaser" refers to the person in whose name such purchase is concluded and who is ineligible to avail any benefits under this Program.
- ii. "Commercial" means and refers to purchase of the Samsung Products for or with the intent to resell/trade the product(s) to any third party and includes grant of use to any Institutional Consumer.
- iii. "Customer" means and refers to individual who has purchased Samsung Product(s). "Institutional Consumer" means and refers to person other than an individual. Eg. Company, Hospital etc.
- iv. "Member" means an individual who is an Indian resident between the age of 18 to 80 years and who has enrolled himself/herself by fulfilling the membership criteria defined.
- v. "Points" or "Reward Points" means the points awarded to a Member upon meeting/achieving the criteria assigned by the Program Owner and credited into the Member's account.
- vi. "Program Benefits" means and refers to the Reward Points and Benefits under the Program and "Program Website" means and refers to samsungsmartclub.in.
- vii. "Reward(s)" means entitlement(s) available to the Member upon redemption of his/her Points, wholly or in part(s), from his/her membership account, subject to the Terms & Conditions contained herein.

K. ANNEXURE A

Fair Use Condition Grid

In case the purchase made by Customer/Member exceeds the category or number limit stated below, they will not be eligible to receive any Reward Points on the excess purchase, however they shall be eligible for a membership upgrade if the criterias mentioned in the Terms & Conditions are met with or vice-versa.

Categories	Products Quantity	Period
AC	3* (3 Indoor and 3 Outdoor units)	12 Months
TV	2 (each)	12 Months
Mobile	4 (each)	12 Months
WM/ Ref./Microwave/ Tablet	1 (each)	12 Months
Accessories	5 (each)	12 Months
Others (except listed above like Air-purifiers, Dish Washers etc.)	3 (each)	12 Months

Note 1: *Reward Points applicable on purchase of a complete AC unit comprising both Indoor and Outdoor unit in a single invoice. No Points shall be rewarded on purchase of only indoor or only outdoor unit. See below illustration:

Invoice 1	1N Indoor Unit	Eligible for Points
	1N Outdoor Unit	Eligible for Points
Invoice 2	2N Indoor Units	Eligible for Points
	2N Outdoor Units	Eligible for Points
Invoice 3	3N Indoor Units	Not eligible for Points
	2N Outdoor Units	Not eligible for Points
Invoice 5	2N Outdoor Units	Not eligible for Points
Invoice 6	2N Indoor Units	Not eligible for Points

Note 2: It is hereby clarified that the eligible customers will receive the Reward Points in accordance with their purchases as mentioned above. In case the purchase made by them exceeds the category limit, they will not be eligible to receive any Reward Points on the excess purchase, however they shall be eligible for a membership upgrade if the criterias mentioned in the Terms & Conditions are met with or vice-versa.

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