

Terms and Conditions

This Samsung Galaxy Note 9 Trade-In Offer (the “**Offer**”) is provided to all eligible customers in Pakistan (the “**Customers**”) and is valid from 31st August 2018 till 31st December 2018 (“**Offer Period**”).

This Offer comprises a trade in (“**Trade In**”) whereby a Customer can obtain a new Samsung Note 9 handset in exchange for his current personal smartphone(s) (“**Smartphone(s)**”) and by paying the price difference, subject to the conditions mentioned herein. Certain customers availing the trade-in offer may also be offered a variable discount of up-to Rs. 14,000 and a free wireless charger. The Offer is subject to availability and is limited to a specific number of Trade In transactions on a first-come-first-served basis. The Trade In shall be performed only at Samsung lounge (Samsung Lounge). A list of Samsung Lounges shall be made available online by Samsung Gulf FZE (“**Samsung**”) at www.samsung.com/pk. Samsung Lounges shall be operated by the official distributors of Samsung in Pakistan (the “**Official Distributor(s)**”).

Only those smartphones shall be eligible for Trade-In (“**Eligible Devices**”) which are included in the list of Eligible Devices maintained by Samsung for Pakistan. The said list shall be available online and at Samsung Lounge.

In order to be considered for a Trade In, the Eligible Devices will have to be in a good usable condition. The staff at Samsung lounges shall have the sole discretion in deciding whether to accept any Smartphone as an Eligible Devices for the purposes of a Trade In.

Trade-In Terms and Conditions:

- a) Eligible Devices must be physically presented by the Customer at the Samsung Lounge. By presenting the Eligible Device, it shall be deemed that the Customer has unconditionally agreed to these Terms and Conditions.
- b) The Customer should be at least 18 years old. Samsung/Official Distributor shall presume that the Customer is the lawful owner of the Eligible Device having the legal right to enter the Trade In and the Customer shall be deemed to have warranted and represented the said presumption.
- c) All personal data, information, contacts, messages and other material (“**Data**”) in a Smartphone/Eligible Device shall be backed up, removed and cleared from the said device by the Customer at his own responsibility, risk and cost before the device is presented for a Trade In. Customer shall duly remove and store any SIM card or memory cards from the Smartphone at his own responsibility, risk and cost prior to the Trade In. Samsung, its distributor or the staff at Samsung Lounge shall not be responsible for any loss or pilferage of Data, personal information or any other tangible or intangible item as a result of the Trade In.
- d) The Eligible Devices shall be assessed and valued by the personnel of the Official Distributor at the Samsung Lounge and the decision of the relevant Distributor/personnel shall be absolute and final. If the Customer is not satisfied with the evaluation of his old Smartphone, he should abort and may not go ahead with the Trade In. If the Customer proceeds with the Trade In, it will be presumed that he is satisfied with the valuation of his Eligible Device and has foregone all rights in this regard. No subsequent claim will be entertained in this respect.
- e) The Distributor/Samsung Lounge personnel shall collect the Customer’s identification details and the IMEI number of the Eligible Device. Upon exchange the IMEI Number of the new device shall also be recorded.

- f) The new device will be subject to the warranties mentioned on the applicable warranty card and all warranty and after sales-services will be provided by the relevant Official Distributor. All such claims with regard to the new device shall be raised with and addressed by the relevant Official Distributor.
- g) Samsung shall be entitled at its sole discretion and subject to any applicable law, to terminate or modify the Offer or to modify these Terms and Conditions at any time prior to or during the Offer Period.
- h) Neither Samsung nor an Official Distributor shall be liable to the Customer for any loss and/or damages of any kind suffered in connection with the purchase, redemption and/or use of this Offer or the inability to use this Offer
- i) By participating in this Offer, the Customer accepts that any dispute of whatever nature which is directly or indirectly related to these Terms and Conditions or to his or her participation in the Offer, will be raised only between the Customer and the relevant Official Distributor and shall not concern Samsung.