## **Terms and Conditions**

This Samsung Galaxy \$10 | \$10+ Trade-Up Offer (the "Offer") is provided to all eligible customers in Pakistan (the "Customer(s)") and is valid from 15<sup>th</sup> March till 15<sup>th</sup> July 2019 ("Offer Period").

This Offer comprises a trade-Up ("**Trade Up**") whereby a <u>C</u>ustomer can obtain a new Samsung Galaxy \$10 | \$10+ handset in exchange for his current personal smartphone(s) ("**Smartphone(s)**") and by paying the price difference, subject to the conditions mentioned herein. Customers availing the trade-Up Offer will be offered a cash discount (**Appendix 1**), a free wireless charger and a 10,000 mAh battery pack.

The Offer is subject to availability and is limited to a specific number of Trade Up transactions on a first-come-first-served basis.

The Trade In shall be performed only at selected authorized Samsung retailers.

A list of Samsung selected retailers shall be made available online by Samsung electronics Pakistan ("**Samsung**") at <a href="www.samsung.com/pk">www.samsung.com/pk</a>.

Only those smartphones shall be eligible for Trade-Up ("**Eligible Device(s)**") which are included in the list of Eligible Devices maintained by Samsung for Pakistan. The said list shall be available online and at the selected authorized Samsung retail outlets.

In order to be considered for a Trade Up, the Eligible Devices will have to be in a good usable condition. The staff at selected authorized retail outlets shall have the sole discretion in deciding whether to accept any smartphone as an Eligible Device for the purposes of a Trade Up.

## **Trade-Up Terms and Conditions:**

- a) Eligible Devices must be physically presented by the Customer at the selected authorized Samsung retail outlets. 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, or have the permission of his/her parent or his/her legal guardian. The personnel at the selected authorized Samsung retail outlets shall presume that the Customer is the lawful owner of the Eligible Device having the legal right to enter the Trade Up and the Customer shall be deemed to have warranted and represented the said presumption.
- c) All personal data, including but not limited to information, contact numbers, messages and other material ("**Data**") in the 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 Up. 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 Up. Samsung, its distributor or the staff at Samsung selected authorized retail outlets shall not accept liability for loss of any Data or any other information contained in the Eligible Device as a result of the Trade Up.
- d) The Eligible Devices shall be assessed and valuated by the personnel at the selected authorized Samsung retail outlet and the decision of the relevant 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 Up. If the Customer proceeds with the Trade Up, it will be presumed that he is satisfied with the evaluation of his Eligible Device and has foregone all rights in this regard. No subsequent claim will be entertained in this respect.
- e) The personnel at the selected Samsung authorized retail outlets shall collect the Customer's identification details and the IMEI number of the Eligible Device. Upon exchange of the IMEI Number of the new device such 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 Samsung official distributor. All such claims with regard to the new device shall be raised with and addressed by the following official distributors Greentech, M&P and Airlink ("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.

## Appendix 1

Product	RRP	Discount	Trade In Price
\$10	142,000	12,825	129,675
\$10 + 128 GB	179,999	16,200	163,799
\$10+ 512 GB	219,999	19,800	200,199