

## SAMSUNG NOTE9 UPGRADE 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 Samsung Upgrade Programme ("Upgrade Programme"), which provides you with the ability to purchase an eligible Samsung Galaxy Note handset and the option to upgrade to the latest Samsung Galaxy Note handset every 12 months.
- 1.2 **Why you should read them.** Please read these terms carefully if you would like to take part in the Upgrade Programme. These terms tell you who we are, the conditions of the Upgrade Programme and other important information.

### 2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Samsung Electronics (UK) Limited, a company registered in England and Wales. Our company registration number is 3086621 and our registered office is at 1000 Hillswood Drive, Chertsey, Surrey KT16 0PS. We are authorised by the Financial Conduct Authority ("FCA") as a credit broker under reference number 727333.
- 2.2 **How to contact us.** You can contact us by calling our customer service team at 0330 SAMSHOP (726 7467) or by writing to us at support@samsunguk.zendesk.com
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### 3. THE UPGRADE PROGRAMME - OVERVIEW

- 3.1 **How to take part in the Upgrade Programme.** On placing your order for a new Note9 handset, you may, by selecting the relevant option on our website, and if you are successful in applying for a new 24 month credit agreement (including passing any relevant credit checks) with our chosen credit provider (for further details see below), be able to take part in the Upgrade Programme.
- 3.2 The ability to purchase a Note9 handset through finance, and to take part in the Upgrade Programme is available to consumers only; it is **not available to business customers.**
- 3.3 **Taking part in the Upgrade Programme** means that you will enter into a credit agreement with our chosen credit provider to finance the cost of the new Note9

handset. Charges and interest may apply. You will pay an initial upfront payment, followed by fixed monthly payments spread over a term of 24 months. Please note that in order to qualify for this option, you can only purchase a Note9 handset – the provision of finance under the Upgrade Programme is not available on other products in your basket, such as accessories or other category products (e.g. TV). Any other products must be paid for in full under a separate transaction. Added Services, such as Samsung Mobile Care, Trade-In and SIM Tariffs (if offered at the time) are available to select/participate in, in conjunction with the Upgrade Programme.

- 3.4 **If you choose to do so, provided that you are eligible and subject to clause 3.6 below, you may upgrade to the latest Samsung Galaxy Note handset 12 months from the date you entered into your credit agreement to finance the Note9.** If you choose to do this, and you meet the conditions set out in these terms regarding the new credit agreement and your existing handset, we will settle the outstanding balance on your existing credit agreement provided you are up to date with all payments under that agreement, including interest and charges that have become due. You will be required to enter into a new 24 month credit agreement to finance the purchase of the new Galaxy Note handset. **Please note that there is no guarantee that you will be accepted for a new 24 month credit agreement. This will depend on your circumstances at the time that you apply for the new agreement. If you are not accepted for a new 24 month credit agreement (for example because you do not pass the necessary credit checks), then you will remain liable for making the repayments under your existing credit agreement.**
- 3.5 Please note that existing Upgrade Programme members who are part way through the term of their Upgrade Programme membership may not trade an Existing Handset which was purchased through the Upgrade Programme to take part in the Trade In Programme. It is a requirement of the Upgrade Programme membership that you return your original Existing Handset at the point when you upgrade.
- 3.6 **Other than as specified in these terms and conditions, our standard Terms and Conditions of Sale** (which can be found [here](#)) will govern your purchase of the handset and any other products purchased from our website.
- 3.7 Please note that the ability to upgrade your handset as part of the Upgrade Programme is offered by us on a **discretionary basis, and the offer to upgrade shall be provided for a limited time only after the release of each new flagship handset.** The closing date for upgrading to the latest Samsung Galaxy Note handset will be 60 days from the date that you become eligible to upgrade. We will notify you on or around your eligibility date. We do not guarantee that the Upgrade Programme will continue to be offered at the time of the release of our next Samsung Galaxy Note handset, or otherwise in the future.

#### 4. PROVISION OF FINANCE

4.1 We act as a credit broker and not a lender and can introduce you to Close Brothers Retail Finance who is a consumer credit provider. Close Brothers Retail Finance is a trading style of Close Brothers Limited — a subsidiary of Close Brothers Group plc. Registered office: 10 Crown Place, London, EC2A 4FT. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

4.2 To take part in the Upgrade Programme), you will need to enter into a credit agreement with our chosen credit provider, Close Brothers Retail Finance, and your application will be directed to them. To apply for finance from Close Brothers Retail Finance, you must be a permanent UK resident and aged 18-80 years. Credit is subject to status, terms and conditions apply.

4.3 **You will need to enter your details via our website so that we or our chosen credit provider(s) can carry out any relevant credit and affordability checks.** For further details on the use of your personal data as part of this process, please see clause 7 below.

4.4 **If your application is successful, you will enter into a 24 month credit agreement** on terms provided by Close Brothers Retail Finance. This agreement will be in the form of an unsecured personal loan which you are taking out with Close Brothers Retail Finance. Please ensure that you read the terms of the credit agreement, as well as any other information provided to you by Close Brothers Retail Finance carefully before signing. Failure to make repayments under the credit agreement may have a negative impact on your credit rating and lead to additional charges being applied.

4.5 **If either: (a) you decide not to take part in the Upgrade Programme, or (b) your application to take part in the Upgrade Programme is not successful, or (c) you are not accepted for a new 24 month credit agreement (for example because you do not pass the necessary credit checks), then you do not need to take any action, but you will remain liable for making the repayments under your existing credit agreement.**

#### 5. UPGRADING - RETURNING YOUR EXISTING HANDSET

5.1 If you decide, and are eligible to, upgrade to the latest Samsung Galaxy Note handset, you must, in order to be eligible for us to settle the balance on your existing credit agreement, return your existing Samsung Galaxy Note handset which you purchased from us (the "Existing Handset") to MTR Group Limited ("MTR"), the third party company which will purchase your Existing Handset from you. MTR is only able to accept the Samsung Galaxy Note handset which you purchased from us 12 months before, and not any other handset which you may have. **Provided that you follow the rules set out in this clause 5 of the terms and conditions**, on receipt of

your handset (in good condition) by MTR, we will, provided you are up to date with payments under the agreement, including any interest and charges which have become due, settle the outstanding balance on the existing credit agreement which you have in place with our chosen credit provider. If you do not wish to upgrade and return your Existing Handset, then you will remain responsible for making repayments under your existing credit agreement. However, you can still purchase any new handset from Samsung using our standard payment options.

- 5.2 At the time when you apply for the upgrade through our website, you must provide details about the condition of your Existing Handset. Please note that **the option to return your Existing Handset is available if your Existing Handset is in good condition, and meets the requirements set out below (“Existing Handset Requirements”). If your Existing Handset does not meet some or all of the requirements below, then you may be subject to a surcharge.** We recommend that you purchase a protective cover for your handset to ensure that it remains in good condition.

### Existing Handset Requirements

**Functionality:** The Existing Handset must meet the following functionality criteria.

- It must power on/up and hold charge
- It must be fully functional and have no hardware faults
- It must only have normal wear and tear - there must be no damage to the screen/LCD and the casing around the device including the camera lens must not be cracked.
- It must not be blacklisted - each device must be eligible to pass all lost/stolen registers
- It must be factory reset and have no software locks - the device must have any personal account locks removed and the device must be reset to remove personal data. The device must have Google accounts or custom MDM accounts removed
- It must not be crushed, bent in half or liquid-damaged
- The Knox warranty must not be void and the firmware must not have been altered
- It must be original and meet the manufacturer’s original EU specifications (and is not personalised with any custom engraving). For example, the entire colour of the device must match the original manufacturer’s specification.

- 5.3 Please note that MTR will (on our behalf) inspect all Existing Handsets which are returned as part of the Upgrade Programme. If the Existing Handset which you have returned **does not meet the Existing Handset Requirements**, then we will contact you within 5 working days of MTR having received the Existing Handset and notify you either that:

(a) because of the condition of your Existing Handset, you must pay a surcharge (which may be up to £150) in order for us to bring your Existing Handset in line with the Existing Handset Requirements. If you choose to pay the surcharge, we will then

settle the outstanding balance on your existing credit agreement, and you will continue to participate in the Upgrade Programme, or

(b) if your Existing Handset is beyond economic repair, or you choose not to pay the surcharge stipulated in option (a), then you will not qualify for the Upgrade Programme **and you will remain responsible for making any repayments under the existing credit agreement for your Existing Handset, as well as any repayments under the new credit agreement you have taken out for the new handset.** We will return your Existing Handset to you within 7 working days. You will be without your Existing Handset during this period. **You may withdraw from your new credit agreement within the 14 day withdrawal period as set out in the terms of the credit agreement. However, in exercising this right, you would be required to pay back the credit borrowed and interest (accrued at a daily rate until such time you have paid back the outstanding credit in full). Please refer to clause 6 for your separate rights in relation to the right of return of your new handset during the 28 day cooling off period.**

- 5.4 If you have any concerns about the inspection of your Existing Handset, or wish to discuss the result of this inspection, please contact MTR on 0333 207 9676 or [helpdesk@samsungrecycle.co.uk](mailto:helpdesk@samsungrecycle.co.uk).
- 5.5 You will be provided with prepaid return packaging materials to allow for the safe return of your Existing Handset to MTR. Please do not return your Existing Handset in any other packaging, for example, your new Samsung Galaxy Note handset box. **You must ensure that the Existing Handset is sent to MTR within 5 working days from the receipt of your new handset in order to meet the terms of the Upgrade Programme.** You must continue to keep up repayments on your existing credit agreement until such time we have confirmed to you that MTR has undertaken the inspection of your Existing Handset and we have accordingly settled the outstanding balance on your existing credit agreement. Failure to return your Existing Handset within the defined time period will mean that we will no longer be able to settle the outstanding balance on your existing credit agreement. **You must then continue to keep up repayments under your existing credit agreement, as well as any repayments under the new credit agreement you have taken out for the new handset.**
- 5.6 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 any memory card** before returning the Existing Handset to MTR. On receipt of the Existing Handset, all data stored on it will be securely wiped out. We are not able to recover any data you had stored on an Existing Handset which has been provided to MTR.
- 5.7 To the extent possible (though this is not a requirement for participation in the Upgrade Programme), we ask that you include the box and any original accessories which were included within the box when you send the Existing Handset to MTR.

- 5.8 At the point at which you have sent your Existing Handset to MTR, and MTR has carried out a successful inspection of the Existing Handset (ensuring that it meets the Existing Handset Requirements) we will, provided you are up to date with all payments under the agreement, including interest and charges that have become due, settle the outstanding balance on your existing credit agreement. At this point, ownership of the Existing Handset will pass from you to MTR.

## 6. YOUR RIGHTS

- 6.1 Financing your purchase by entering into a credit agreement does not prevent you from exercising your rights to:

- (a) cancel the new credit agreement with Close Brothers Retail Finance within the 14 day withdrawal period provided for in the new credit agreement; and
- (b) cancel your order of the new Samsung Galaxy Note9 handset for a full refund of your deposit during the 28 day cooling off-period provided for in our standard Terms and Conditions of Sale.

- 6.2 Full information about your rights to return a defective product in line with our Returns Policy can be found in our standard Terms and Conditions of Sale [http://www.samsung.com/uk/estore/static/link\\_terms\\_and\\_conditions\\_of\\_sale.html](http://www.samsung.com/uk/estore/static/link_terms_and_conditions_of_sale.html) .

- 6.3 Should you exercise your right to cancel and return your product during the 28 day cooling off period, or if we have agreed to pay you a refund of your deposit because the product we have provided you with is defective, we will cancel your credit agreement with Close Brothers Retail Finance on your behalf. Please can you contact us at the following e-mail address [support@samsunguk.zendesk.com](mailto:support@samsunguk.zendesk.com) or 0330 SAMSHOP (726 7467) so that we can carry out this process.

- 6.4 Taking part in the Upgrade Programme does not affect any other statutory rights you may have, including your rights under the Consumer Rights Act 2015 and Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

## 7. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 7.1 **How we will use your personal information.** We will use the personal information you provide to us in accordance with the terms of our privacy policy, which can be found here:

[http://www.samsung.com/uk/estore/static/link\\_terms\\_and\\_conditions\\_of\\_sale.html](http://www.samsung.com/uk/estore/static/link_terms_and_conditions_of_sale.html)

If you wish to withdraw your consent to us processing your personal data, please contact us here at [support@samsunguk.zendesk.com](mailto:support@samsunguk.zendesk.com).

- 7.2 Please note that in order to take part in the Upgrade Programme, you must have a Samsung account. If you do not have a Samsung account, we will use the information which you provide us in the course of applying for the Upgrade Programme to set one up for you.

- 7.3 **In order to apply for/ enter into a credit agreement, we will pass your personal information to certain third party companies in order for them to facilitate and provide this finance product to you. At present the companies which we use for this purpose are: Deko Limited (who is a credit broker authorised by the FCA and who provide the credit application system) and Close Brothers Limited trading as Close Brothers Retail Finance (the credit provider).** In order to extend credit to you, these organisations may pass your personal information to credit reference agencies and they may keep a record of any search that they do. In the course of applying for a credit agreement, you will be redirected to the websites of these organisations. Deko Limited and Close Brothers Retail Finance will process your personal data in accordance with their privacy policies, which can be found on their websites.
- 7.4 In order for MTR to be able to send you the packaging materials necessary for you to send your Existing Handset to them, we will also pass your name and address details to MTR.
- 7.5 **We will only share your personal information with other third parties where the law either requires or allows us to do so.**

## 8. OTHER IMPORTANT TERMS

- 8.1 **Nobody else has any rights under these Terms & Conditions.** These Terms of Business are strictly between you and us. No other person shall have any rights to enforce any of its terms.
- 8.2 **If a court finds part of these Terms & Conditions illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 8.3 **Even if we delay in enforcing these Terms & Conditions, we can still enforce them later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking these Terms & Conditions, that will not mean that you do not have to do those things and it will not prevent us from taking steps against you at a later date.
- 8.4 **Which laws apply to these Terms & Conditions and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.