

SAMSUNG SHOP ONLINE TRADE-IN

TERMS AND CONDITIONS

SMARTPHONE TERMS AND CONDITIONS	2 – 8
ELIGIBLE DEVICES AND VALUES	8
TABLET TERMS AND CONDITIONS	9 – 19
ELIGIBLE DEVICES AND VALUES	17 - 19
WEARABLES TERMS AND CONDITIONS	20 - 26
ELIGIBLE DEVICES AND VALUES	26

SAMSUNG HANDSET TRADE IN 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 Handset Trade In Programme (“Trade In Programme”), which provides you with the option to get a reduction in price for selected new Samsung Galaxy handsets (“New Handset”) purchased through the Samsung Shop Online (shop.samsung.com/uk/), either purchased outright or through a credit facility, or through the Samsung Upgrade Programme, in exchange for trading in your existing device (the “Existing Handset”). For a complete list of acceptable Existing Handsets please see Appendix 1 to these Terms and Conditions. The list of acceptable Existing Handsets will vary, depending on which new handset you wish to purchase. The Trade In Programme is only available between 5th August and 7th September 2020. The level of discount which you may receive will vary, dependent on the model of Existing Handset you trade in and the condition of your Existing Handset. Please see Appendix 2 to these Terms and Conditions for full details of the discounts available. The offer is limited to two purchases of New Handsets per customer. Any further orders of New Handsets under the trade in programme may be rejected at our sole discretion. We may also refuse to accept any orders placed for New Handsets using this Trade In Programme where we have reasonable grounds to suspect fraud.

1.2 Why you should read them. Please read these terms carefully if you would like to take part in the Trade In Programme. These terms tell you who we are, the conditions of the Trade In 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.

2.2 How to contact us. You can contact us by telephoning 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 TRADE IN PROGRAMME - OVERVIEW

3.1 How to take part in the Trade In Programme. On placing your order for a new handset, you may, if you choose to do so by clicking the relevant Trade In option on the website and, if you are successful in passing any relevant credit checks by our chosen credit provider (if you have opted to purchase your handset through a credit facility or through the Samsung Upgrade Programme), be able to take part in the Trade In Programme.

3.3 The offer to take part in the Trade In Programme is available to consumers only; it is not available to business customers.

3.4 Your participation in the Trade In Programme is subject to you providing the Existing Handset to us within 7 days of receiving your New Handset. Unless you are trading in an Existing Handset which you have declared to be broken (where you must follow the requirements set out in clause 5.4), the

Existing Handset must meet the minimum requirements set out in clause 5.2. Should you fail to provide the Existing Handset to us within 7 days of receipt of your New Handset you will be required to return your New Handset to us, or you will be asked to pay back the upfront discount you received. Failure to provide your New Handset or payment, to Samsung will result in legal proceedings being taken against you to recover the device.

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.

4. PROVISION OF FINANCE/UPGRADE PROGRAMME

4.1 If you opt to pay for your new handset either through finance, or by entering into the Samsung Upgrade Programme, we act as a credit broker and not a lender and will introduce you to your chosen credit provider.

4.2 If you are taking part in the Trade In Programme in order to receive a discount on the amounts payable to us under the Samsung Upgrade Programme, the Terms and Conditions for the Samsung Upgrade Programme (which can be found here) will also apply. Our chosen credit provider for the Samsung Upgrade Programme is Klarna Bank AB.

4.3 Where you decide to enter into a credit facility (other than through the Samsung Upgrade Programme) in order to purchase your handset, our chosen credit provider is PayPal. The terms set out at clauses 4.4, 4.5 and 4.6 below will apply to you.

4.4 You will need to enter your details via PayPal's website so that PayPal can carry out any relevant credit checks.

4.5 If your application is successful, you will be able to enter into a credit facility on terms to be provided by your chosen credit provider. Please ensure that you read the terms of the credit facility carefully before signing. Failure to make repayments under this credit facility may have a negative impact on your credit rating and you may incur interest and charges.

4.6 The following additional terms apply in relation to the credit facility offered by PayPal: Terms and conditions apply. Finance subject to status. Applicants must be 18 to 75 and resident in the UK. Finance provided by PayPal. Registered office: 22-24 Boulevard Royal L-2449

Luxembourg. PayPal is supervised by the Commission de Surveillance du Secteur Financier (CSSF) in Luxembourg with authorisation number 23/07 and provides services in the UK on a cross-border services basis. The CSSF is the authority responsible for the supervision of companies in the financial sector in Luxembourg.

5. TRADING IN YOUR EXISTING HANDSET

5.1 If you decide to take part in the Trade In Programme, you must provide your Existing Handset to us. The Existing Handsets set out in Appendix 1 to these Terms and Conditions are acceptable for the

purposes of the Trade In Programme. We can also only accept a broken Existing Handset (please see clause 5.4 below) if it is one of the handsets listed in Appendix 1.

5.2 Please note that the option to receive the full value of discount for your Existing Handset is only available if your Existing Handset meets the requirements set out below (“Minimum Requirements”). Please note that if you are trading in a broken or faulty Existing Handset the terms of clause 5.4 apply instead of these Minimum Requirements.

Minimum Requirements

Functionality: The Existing Handset must be owned by you, it must match the make and model from your order form and it must also meet the following functionality criteria.

- It must power on/up and hold charge
- It must be fully functional and must have no software or hardware faults
- It must only have normal wear and tear - there must be no damage or blemishes to screen/LCD and the casing around the device including the camera lens must not be cracked. No level of liquid damage is acceptable.
- It must have a fully functioning display and have no cracked screen
- It must have no signs of screen burn, ghost imaging, discolouration, coloured hues or image retention
- 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, all devices must have their iCloud or Google accounts removed or custom MDM accounts removed.
- It must not be PIN locked and must not have an have ‘Activation Lock’ or ‘iCloud Lock’ activated
- It must include its battery within the casing and must not have any missing parts
- It must not be crushed, bent in half or liquid-damaged
- It must not be “jail-broken” or “Knox warranty 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 we inspect all Existing Handsets which are provided as part of the Trade In Programme. If the Existing Handset which you are proposing to provide to us does not meet the Minimum Requirements (and you have not declared it to be a broken Existing Handset as set out in clause 5.4), then we, or the third party company we use to inspect the Existing Handsets (MTR Group Limited) will contact you and notify you of this within 10 days. If your Existing Handset does not meet the Minimum Requirements, a surcharge of up to £100 will be payable to MTR Group Limited. MTR will contact you advising how much surcharge is due (depending on the extent your Existing Handset does not meet the minimum requirements) and how to make payment in these circumstances. 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.

5.4 Should your Existing Handset not meet the requirements detailed above, you may still trade in your Existing Handset by declaring it to be broken (by ticking the box stating that your device is a “Broken Phone” or has a “Cracked Screen”) during the trade-in process on our website. Where you are trading in a broken Existing Handset, a flat fee of £75 is payable for the Existing Handset, rather

than the usual price payable for the Existing Handset set out in Appendix 1. Please note that we cannot accept broken Existing Handsets where the Existing Handset has an outstanding credit or finance balance associated with it, or where the Existing Handset has been blacklisted as lost or stolen.

5.5 You will be provided with prepaid return packaging materials to allow for the safe provision of your Existing Handset to us. You should ensure that the handset is provided to us within 7 days of receiving your New Handset. If you do not send your trade-in device within the specified timeframe, then unless you return your new device, Samsung will deduct a sum equal to the discount you receive for trading in your existing device from your payment card. 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 memory cards before providing the Existing Handset to us. On receipt of the Existing Handset, all data stored on it will be securely wiped. We are not able to recover any data stored on an Existing Handset which has been provided to us.

5.6 To the extent possible, we ask that you include the box and any original accessories which were included within the box when you provide the Existing Handset to us.

5.7 At the point at which you have provided your Existing Handset to us, and we have carried out a successful inspection of the Existing Handset (ensuring that it meets the Minimum Requirements, unless it has been declared to be broken Existing Handset) ownership in the handset will pass from you to us (or a third party nominated by us).

6. YOUR RIGHTS

6.1 Entering into the Trade In Programme does not prevent you from exercising your rights to cancel your order 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 .

6.3 If 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 because the product we have provided you with is defective, we will endeavour to return your Existing Handset to you, but we cannot guarantee its return. In the event that we are unable to recover your Existing Handset, we will provide you with a cash equivalent price for the Existing Handset, based on the price currently payable for your Existing Handset on the Samsung Recycle website (www.samsungrecycle.co.uk). Any such cash payment will be made by MTR, on behalf of Samsung.

6.5 Taking part in the Trade In Programme does not affect any 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/info/privacy>

If you wish to withdraw your consent to us processing your personal data, please contact us here: support@samsunguk.zendesk.com.

7.2 Please note that in order to take part in the Trade In 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 Trade In Programme to set one up for you.

7.3 If, in the course of taking part in the Trade In Programme, you elect to take out a finance product, you will be redirected to the website of the finance provider. The privacy policy and terms and conditions relevant to that finance provider can be found on its website.

7.4 We will only give your personal information to other third parties where the law either requires or allows us to do so.

8. OTHER IMPORTANT TERMS

8.1 Other than MTR Group Limited, in relation to clause 5.3 above, nobody else has any rights under this contract. This contract is 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 this contract 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 this contract, we can still enforce it 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 this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

8.4 Which laws apply to this contract 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.

Appendix 1 - List of applicable Existing Devices

Make	Model	Storage
Samsung	Galaxy Note 10 Plus - N975F 1752	256GB 973
Apple	iPhone XS Max 1483	512GB 1391
Apple	iPhone XS Max 1483	256GB 973
Samsung	Galaxy Note 10 - N970F 1751	256GB 973
Samsung	Galaxy S10 5G - G977B 1671	256GB 973
Samsung	Galaxy S10 Plus - G975F 1606	512GB 1391
Samsung	Galaxy S10 Plus - G975F 1606	1TB 1492
Apple	iPhone XS 1482	64GB 13
Apple	iPhone XS 1482	512GB 1391
Apple	iPhone XS 1482	256GB 973
Apple	iPhone XS Max 1483	64GB 13
Samsung	Galaxy S10 - G973F 1604	128GB 14
Samsung	Galaxy S10 - G973F 1604	512GB 1391
Samsung	Galaxy S10 Plus - G975F 1606	128GB 14
Apple	iPhone XR 1489	64GB 13
Apple	iPhone XR 1489	128GB 14
Apple	iPhone XR 1489	256GB 973
Apple	iPhone X 1352	64GB 13
Apple	iPhone X 1352	256GB 973
Samsung	Galaxy Note 9 - N960FD (Dual Sim) 165	128GB 14
Samsung	Galaxy Note 9 - N960FD (Dual Sim) 165	512GB 1391
Samsung	Galaxy Note 9 - N960F 1423	128GB 14
Samsung	Galaxy Note 9 - N960F 1423	512GB 1391
Samsung	Galaxy S10E - G970F 1605	128GB 14
Huawei	P30 Pro 1641	128GB 14
Huawei	P30 Pro 1641	256GB 973
Huawei	P30 Pro 1641	512GB 1391
Apple	iPhone 8 Plus 1351	64GB 13
Apple	iPhone 8 Plus 1351	256GB 973
Samsung	Galaxy S9 - G960F 1361	64GB 13
Samsung	Galaxy S9 Hybrid SIM - G960FD 1363	64GB 13
Samsung	Galaxy S9 Plus - G965F 1362	64GB 13
Samsung	Galaxy S9 Plus - G965F 1362	128GB 14
Samsung	Galaxy S9 Plus - G965F 1362	256GB 973
Samsung	Galaxy S9 Plus Hybrid SIM - G965FD 1364	64GB 13
Samsung	Galaxy S9 Plus Hybrid SIM - G965FD 1364	128GB 14
Samsung	Galaxy S9 Plus Hybrid SIM - G965FD 1364	256GB 973
Apple	iPhone 8 1350	64GB 13
Apple	iPhone 8 1350	256GB 973
Samsung	Galaxy Note 8 - SM-N950F 1332	64GB 13
Samsung	Galaxy Note 8 - N950FD (Dual SIM) 1333	64GB 13
Google	Pixel 2 XL 1356	64GB 13
Google	Pixel 2 XL 1356	128GB 14
Huawei	Mate 20 Pro 1487	128GB 14
Huawei	Mate 20 Pro 1487	256GB 973
Huawei	P20 Pro 1372	128GB 14
Samsung	Galaxy S8 - G950F 1260	64GB 13
Samsung	Galaxy S8 Plus - G955F 1262	64GB 13
Samsung	Galaxy S8 Plus Dual SIM - G955FD 1333	64GB 13
Samsung	Galaxy S8 - G950FD (Dual Sim) 1611	64GB 13
Apple	iPhone 7 Plus 977	32GB 12
Apple	iPhone 7 Plus 977	128GB 14
Apple	iPhone 7 Plus 977	256GB 973
Apple	iPhone 7 976	32GB 12
Apple	iPhone 7 976	128GB 14
Apple	iPhone 7 976	256GB 973
Apple	iPhone 6s Plus 126	64GB 13
Apple	iPhone 6s Plus 126	128GB 14
Broken Pho	Any broken phone 1882	0GB 9
Apple	Any Apple (Zero Value) 1594	0GB 9
Misc	Any Android (Zero Value) 1593	0GB 9

SAMSUNG TABLET TRADE IN 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 Tablet Trade In Programme ("Trade In Programme"), which provides you with the option to get a reduction in price for selected Samsung Galaxy tablets ("New Tablet") purchased through the Samsung Shop Online (shop.samsung.com/uk/), either purchased outright or through a credit facility, in exchange for trading in your existing device (the "Existing Tablet"). For a complete list of acceptable Existing Tablets please see Appendix 1 to these Terms and Conditions. The list of acceptable Existing Tablets will vary, depending on which New Tablet you wish to purchase. The Trade In Programme is only available between 5th August and 7th September 2020. The level of discount which you may receive will vary, dependent on the model of Existing Tablet you trade in and the condition of your Existing Tablet. Please see Appendix 2 to these Terms and Conditions for full details of the discounts available. The offer is limited to two purchases of New Tablets per customer. Any further orders of New Tablets under the trade in programme may be rejected at our sole discretion. We may also refuse to accept any orders placed for New Tablets using this Trade In Programme where we have reasonable grounds to suspect fraud.

1.2 Why you should read them. Please read these terms carefully if you would like to take part in the Trade In Programme. These terms tell you who we are, the conditions of the Trade In 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 Hillwood Drive, Chertsey, Surrey KT16 0PS.

2.2 How to contact us. You can contact us by telephoning 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 TRADE IN PROGRAMME - OVERVIEW

3.1 How to take part in the Trade In Programme. On placing your order for a New Tablet, you may, if you choose to do so by clicking the relevant Trade In option on the website and, if you are successful in passing any relevant credit checks by our chosen credit provider (if you have

opted to purchase your New Tablet through a credit facility), be able to take part in the Trade In Programme.

3.2 The offer to take part in the Trade In Programme is available to consumers only; it is not available to business customers.

3.3 Your participation in the Trade In Programme is subject to you providing the Existing Tablet to us within 7 days of receiving your New Tablet. The Existing Tablet must meet the minimum requirements set out in clause 5.2. Should you fail to provide the Existing Tablet to us within 7 days of receipt of your New Tablet you will be required to return your New Tablet to us. Failure to return

your New Tablet to Samsung will result in legal proceedings being taken against you to recover the device.

3.4 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 tablet and any other products purchased from our website.

4 PROVISION OF FINANCE

4.1 If you opt to pay for your New Tablet through finance, we act as a credit broker and not a lender and will introduce you to your chosen credit provider.

4.2 Where you decide to enter into a credit facility in order to purchase your New Tablet, our chosen credit provider is PayPal. The terms set out at clauses 4.4, 4.5 and 4.6 below will apply to you.

4.3 You will need to enter your details via PayPal's website so that PayPal can carry out any relevant credit checks.

4.4 If your application is successful, you will be able to enter into a credit facility on terms to be provided by your chosen credit provider. Please ensure that you read the terms of the credit facility carefully before signing. Failure to make repayments under this credit facility may have a negative impact on your credit rating and you may incur interest and charges.

4.5 The following additional terms apply in relation to the credit facility offered by PayPal: Terms and conditions apply. Finance subject to status. Applicants must be 18 to 75 and resident in the UK. Finance provided by PayPal. Registered office: 22-24 Boulevard Royal L-2449 Luxembourg. PayPal is supervised by the Commission de Surveillance du Secteur Financier (CSSF) in Luxembourg with authorisation number 23/07 and provides services in the UK on a cross-border services basis. The CSSF is the authority responsible for the supervision of companies in the financial sector in Luxembourg.

5 TRADING IN YOUR EXISTING TABLET

5.1 If you decide to take part in the Trade In Programme, you must provide your Existing Tablet to us. The Existing Tablets set out in Appendix 1 to these Terms and Conditions are acceptable for the purposes of the Trade In Programme.

5.2 Please note that the option to receive the full value of discount for your Existing Tablet is only available if your Existing Tablet meets the requirements set out below ("Minimum Requirements"):

Minimum Requirements

The Existing Tablet must be owned by you, it must match the make and model from your order form and it must also meet the following functionality criteria.

- It must power on/up and hold charge
- It must be fully functional and must have no software or hardware faults
- It must only have normal wear and tear - there must be no damage or blemishes to screen/LCD and the casing around the device including the camera lens must not be cracked. No level of liquid damage is acceptable.
- It must have a fully functioning display and have no cracked screen

- 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, all devices must have their iCloud or Google accounts removed or custom MDM accounts removed.
- It must not be PIN locked and must not have an have 'Activation Lock' or 'iCloud Lock' activated
- It must include its battery within the casing and must not have any missing parts
- It must not be crushed, bent in half or liquid-damaged
- It must not be "jail-broken" or "Knox warranty 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 we inspect all Existing Tablets which are provided as part of the Trade In Programme. If the Existing Tablet which you are proposing to provide to us does not meet the Minimum Requirements, then we, or the third party company we use to inspect the Existing Tablet (MTR Group Limited) will contact you and notify you of this within 10 days. If your Existing Tablet does not meet the Minimum Requirements, a surcharge of up to £50 will be payable to MTR Group Limited. MTR will contact you advising how much surcharge is due (depending on the extent your Existing Handset does not meet the minimum requirements) and how to make payment in these circumstances. If you have any concerns about the inspection of your Existing Tablet, or wish to discuss the result of this inspection, please contact MTR on 0333 207 9676 or helpdesk@samsungrecycle.co.uk.

5.4 You will be provided with prepaid return packaging materials to allow for the safe provision of your Existing Tablet to us. You should ensure that the handset is provided to us within 7 days of receiving your New Tablet. If you do not send your trade-in device within the specified timeframe, then unless you return your new device, Samsung will deduct a sum equal to the discount you receive for trading in your existing device from your payment card. Please ensure that you back up any photos, files and other data which you have stored on the Existing Tablet, and remove the sim card and memory cards before providing the Existing Handset to us. On receipt of the Existing Tablet, all data stored on it will be securely wiped. We are not able to recover any data stored on an Existing Tablet which has been provided to us.

5.5 To the extent possible, we ask that you include the box and any original accessories which were included within the box when you provide the Existing Tablet to us.

5.6 At the point at which you have provided your Existing Tablet to us, and we have carried out a successful inspection of the Existing Tablet (ensuring that it meets the Minimum Requirements) ownership in the tablet will pass from you to us (or a third party nominated by us).

6 YOUR RIGHTS

6.1 Entering into the Trade In Programme does not prevent you from exercising your rights to cancel your order 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

6.3 If 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 because the product we have provided you with is defective, we will endeavour to return your Existing Tablet to you, but we are cannot guarantee its return. In the event that we are unable to recover your Existing Tablet, we will provide you with a cash equivalent price for the Existing Tablet, based on the price currently payable for your Existing Tablet on the Samsung Recycle website (www.samsungrecycle.co.uk). Any such cash payment will be made by MTR, on behalf of Samsung.

6.5 Taking part in the Trade In Programme does not affect any 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/info/privacy>

If you wish to withdraw your consent to us processing your personal data, please contact us here: support@samsunguk.zendesk.com

7.2 Please note that in order to take part in the Trade In 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 Trade In Programme to set one up for you.

7.3 If, in the course of taking part in the Trade In Programme, you elect to take out a finance product, you will be redirected to the website of the finance provider. The privacy policy and terms and conditions relevant to that finance provider can be found on its website.

7.4 We will only give your personal information to other third parties where the law either requires or allows us to do so.

8 OTHER IMPORTANT TERMS

8.1 Other than MTR Group Limited, in relation to clause 5.3 above, nobody else has any rights under this contract. This contract is 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 this contract 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 this contract, we can still enforce it 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 this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

8.4 Which laws apply to this contract 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.

Appendix 1

List of applicable Existing Devices – Working

Make	Model	Storage
Samsung	Galaxy Tab S5e 10.5 WiFi - T720 1749	64GB 13
Samsung	Galaxy Tab S5e 10.5 WiFi - T720 1749	128GB 14
Samsung	Galaxy Tab S5e WiFi LTE - T725 1748	64GB 13
Samsung	Galaxy Tab S5e WiFi LTE - T725 1748	128GB 14
Samsung	Galaxy Tab S3 9.7 LTE - SM-T825N 1433	32GB 12
Samsung	Galaxy Tab S4 10.5 LTE - T835 1548	64GB 13
Samsung	Galaxy Tab S4 10.5 WiFi - T830 1547	64GB 13
Apple	iPad Pro 10.5 WiFi 4G 1393	64GB 13
Apple	iPad Pro 10.5 WiFi 4G 1393	512GB 1391
Apple	iPad Pro 10.5 WiFi 4G 1393	256GB 973
Apple	iPad Pro 10.5 WiFi 1392	64GB 13
Apple	iPad Pro 10.5 WiFi 1392	512GB 1391
Apple	iPad Pro 10.5 WiFi 1392	256GB 973
Samsung	Galaxy Tab S3 9.7 - SM-T820 1265	32GB 12
Apple	iPad 2017 WiFi 4G 1395	32GB 12
Apple	iPad 2017 WiFi 4G 1395	128GB 14
Apple	iPad Pro 9.7 WiFi 974	32GB 12
Apple	iPad Pro 9.7 WiFi 974	128GB 14
Apple	iPad Pro 9.7 WiFi 974	256GB 973
Apple	iPad Pro 9.7 WiFi 4G 975	32GB 12
Apple	iPad Pro 9.7 WiFi 4G 975	128GB 14
Apple	iPad Pro 9.7 WiFi 4G 975	256GB 973
Apple	iPad Pro 12.9 WiFi 114	32GB 12
Apple	iPad Pro 12.9 WiFi 114	128GB 14
Apple	iPad Pro 12.9 WiFi 114	256GB 973
Apple	iPad Pro 12.9 WiFi 4G 115	32GB 12
Apple	iPad Pro 12.9 WiFi 4G 115	128GB 14
Apple	iPad Pro 12.9 WiFi 4G 115	256GB 973
Samsung	Galaxy Tab A 10.1 LTE (2016) - T585 139	16GB 11
Samsung	Galaxy Tab A 10.1 WiFi (2016) - T580 139	16GB 11
Samsung	Galaxy Tab Pro 12.2 - T9000 1434	32GB 12
Samsung	Galaxy Tab Pro 12.2 - T9000 1434	64GB 13
Samsung	Galaxy Tab S2 8.0 WiFi - T713N 1432	32GB 12
Samsung	Galaxy Tab S2 8.0 WiFi - T713N 1432	64GB 13
Samsung	Galaxy Tab S2 9.7 - T810 522	32GB 12
Samsung	Galaxy Tab S2 9.7 WiFi - T813N 998	32GB 12
Samsung	Galaxy Tab S2 9.7 WiFi LTE - T815 520	32GB 12
Samsung	Galaxy Tab S2 9.7 WiFi LTE - T819N 999	32GB 12
Samsung	Galaxy Tab S2 8.0 WiFi - T710 521	32GB 12
Samsung	Galaxy Tab S2 8.0 WiFi LTE - T715 519	32GB 12
Samsung	Galaxy Tab S2 8.0 WiFi LTE - T719N 1000	32GB 12
Samsung	Galaxy Tab S 10.5 WiFi - T800 638	16GB 11
Samsung	Galaxy Tab S 10.5 WiFi LTE - T805 640	16GB 11
Samsung	Galaxy Tab S 8.4 WiFi - T700 637	16GB 11
Samsung	Galaxy Tab S 8.4 WiFi LTE - T705 639	16GB 11
Samsung	Galaxy TabPro S - W703N 523	128GB 14
Samsung	Galaxy Tab 4 10.1 WiFi 993	16GB 11
Samsung	Galaxy Tab 4 10.1 WiFi 3G 994	16GB 11
Samsung	Galaxy Tab 4 10.1 WiFi LTE 629	16GB 11
Samsung	Galaxy Tab 4 10.1 WiFi LTE 995	16GB 11
Samsung	Galaxy Tab 4 7.0 WiFi 514	8GB 10
Samsung	Galaxy Tab 4 7.0 WiFi 514	16GB 11
Samsung	Galaxy Tab 4 7.0 WiFi 3G 992	8GB 10
Samsung	Galaxy Tab 4 7.0 WiFi 3G 992	16GB 11
Samsung	Galaxy Tab 3 10.1 WiFi 986	16GB 11
Samsung	Galaxy Tab 3 10.1 WiFi 986	32GB 12
Samsung	Galaxy Tab 3 10.1 WiFi LTE 987	16GB 11
Samsung	Galaxy Tab 3 10.1 WiFi LTE 987	32GB 12
Samsung	Galaxy Tab 3 8.0 WiFi - T310 990	16GB 11
Samsung	Galaxy Tab 3 8.0 WiFi - T310 990	32GB 12
Samsung	Galaxy Tab 3 8.0 WiFi LTE - T315 991	16GB 11
Samsung	Galaxy Tab 3 8.0 WiFi LTE - T315 991	32GB 12
Samsung	Galaxy Tab 3 7.0 WiFi - T210 989	8GB 10
Samsung	Galaxy Tab 3 7.0 WiFi - T210 989	16GB 11
Samsung	Galaxy Tab 3 7.0 WiFi LTE - T110 513	8GB 10
Samsung	Galaxy Tab 3 7.0 WiFi LTE - T110 513	16GB 11
Samsung	Galaxy Tab 3 7.0 Kids 988	8GB 10
Samsung	Galaxy Tab 2 10.1 - P5110 985	16GB 11
Samsung	Galaxy Tab 2 10.1 - P5110 985	32GB 12
Samsung	Galaxy Tab 2 10.1 3G - P5100 984	16GB 11
Samsung	Galaxy Tab 2 10.1 3G - P5100 984	32GB 12

Samsung	Galaxy Tab 2 7.0 - P3110 983	8GB 10
Samsung	Galaxy Tab 2 7.0 - P3110 983	16GB 11
Samsung	Galaxy Tab 2 7.0 - P3110 983	32GB 12
Samsung	Galaxy Tab 2 7.0 3G - P3100 512	8GB 10
Samsung	Galaxy Tab 2 7.0 3G - P3100 512	16GB 11
Samsung	Galaxy Tab 2 7.0 3G - P3100 512	32GB 12
Samsung	Galaxy Tab A 9.7 WiFi - T550 517	16GB 11
Samsung	Galaxy Tab A 9.7 WiFi LTE - T555 996	16GB 11
Samsung	Galaxy Tab A 9.7 WiFi LTE - T555 996	32GB 12
Samsung	Galaxy Tab A 7.0 WiFi - T280N 515	8GB 10
Samsung	Galaxy Tab A 7.0 WiFi LTE - T285 516	8GB 10
Samsung	Galaxy Tab E 9.6 WiFi - T560 518	8GB 10
Samsung	Galaxy Tab E 9.6 WiFi - T560 518	16GB 11
Samsung	Galaxy Tab E 9.6 WiFi 3G - T561 997	8GB 10
Samsung	Galaxy Tab E 9.6 WiFi 3G - T561 997	16GB 11
Samsung	Galaxy Note 10.1 WiFi - N8010 1008	16GB 11
Samsung	Galaxy Note 10.1 WiFi - N8010 1008	32GB 12
Samsung	Galaxy Note 10.1 WiFi - N8010 1008	64GB 13
Samsung	Galaxy Note 10.1 WiFi 3G - N8000 555	16GB 11
Samsung	Galaxy Note 10.1 WiFi 3G - N8000 555	32GB 12
Samsung	Galaxy Note 10.1 WiFi 3G - N8000 555	64GB 13
Samsung	Galaxy Note 10.1 WiFi - P600 556	16GB 11
Samsung	Galaxy Note 10.1 WiFi - P600 556	32GB 12
Samsung	Galaxy Note 10.1 WiFi - P600 556	64GB 13
Samsung	Galaxy Note 10.1 WiFi 3G - P601 1009	16GB 11
Samsung	Galaxy Note 10.1 WiFi 3G - P601 1009	32GB 12
Samsung	Galaxy Note 10.1 WiFi 3G - P601 1009	64GB 13
Samsung	Galaxy Note 10.1 WiFi LTE - P605 1010	16GB 11
Samsung	Galaxy Note 10.1 WiFi LTE - P605 1010	32GB 12
Samsung	Galaxy Note 10.1 WiFi LTE - P605 1010	64GB 13
Samsung	Galaxy TabPro 10.1 WiFi - T520 636	16GB 11
Samsung	Galaxy TabPro 10.1 WiFi LTE - T525 101	16GB 11
Samsung	Galaxy Tab Pro 8.4 WiFi - T320 635	16GB 11
Samsung	Galaxy TabPro 8.4 WiFi 3G - T321 1013	16GB 11
Samsung	Galaxy TabPro 8.4 WiFi LTE - T325 1014	16GB 11
Apple	iPad 2017 WiFi 1394	32GB 12
Apple	iPad 2017 WiFi 1394	128GB 14
Apple	iPad Air 2 WiFi 101	16GB 11
Apple	iPad Air 2 WiFi 101	32GB 12
Apple	iPad Air 2 WiFi 101	64GB 13
Apple	iPad Air 2 WiFi 101	128GB 14
Apple	iPad Air 2 WiFi 4G 102	16GB 11
Apple	iPad Air 2 WiFi 4G 102	32GB 12
Apple	iPad Air 2 WiFi 4G 102	64GB 13
Apple	iPad Air 2 WiFi 4G 102	128GB 14
Apple	iPad Air WiFi 103	16GB 11
Apple	iPad Air WiFi 103	32GB 12
Apple	iPad Air WiFi 103	64GB 13
Apple	iPad Air WiFi 103	128GB 14
Apple	iPad Air WiFi 4G 104	16GB 11
Apple	iPad Air WiFi 4G 104	32GB 12
Apple	iPad Air WiFi 4G 104	64GB 13
Apple	iPad Air WiFi 4G 104	128GB 14
Apple	iPad 4 WiFi 100	16GB 11
Apple	iPad 4 WiFi 100	32GB 12
Apple	iPad 4 WiFi 100	64GB 13
Apple	iPad 4 WiFi 100	128GB 14
Apple	iPad 4 WiFi 4G 99	16GB 11
Apple	iPad 4 WiFi 4G 99	32GB 12
Apple	iPad 4 WiFi 4G 99	64GB 13
Apple	iPad 4 WiFi 4G 99	128GB 14
Apple	iPad 3 WiFi 97	16GB 11
Apple	iPad 3 WiFi 97	32GB 12
Apple	iPad 3 WiFi 97	64GB 13
Apple	iPad 3 WiFi 4G 96	16GB 11
Apple	iPad 3 WiFi 4G 96	32GB 12
Apple	iPad 3 WiFi 4G 96	64GB 13
Apple	iPad 2 WiFi 95	16GB 11
Apple	iPad 2 WiFi 95	32GB 12
Apple	iPad 2 WiFi 95	64GB 13
Apple	iPad 2 WiFi 3G 94	16GB 11
Apple	iPad 2 WiFi 3G 94	32GB 12
Apple	iPad 2 WiFi 3G 94	64GB 13
Apple	iPad WiFi 93	16GB 11
Apple	iPad WiFi 93	32GB 12

Apple	iPad WiFi 93	64GB 13
Apple	iPad WiFi 3G 92	16GB 11
Apple	iPad WiFi 3G 92	32GB 12
Apple	iPad WiFi 3G 92	64GB 13
Apple	iPad Mini 4 WiFi 111	16GB 11
Apple	iPad Mini 4 WiFi 111	64GB 13
Apple	iPad Mini 4 WiFi 111	128GB 14
Apple	iPad Mini 4 WiFi 4G 112	16GB 11
Apple	iPad Mini 4 WiFi 4G 112	64GB 13
Apple	iPad Mini 4 WiFi 4G 112	128GB 14
Apple	iPad Mini 3 WiFi 109	16GB 11
Apple	iPad Mini 3 WiFi 109	64GB 13
Apple	iPad Mini 3 WiFi 109	128GB 14
Apple	iPad Mini 3 WiFi 4G 110	16GB 11
Apple	iPad Mini 3 WiFi 4G 110	64GB 13
Apple	iPad Mini 3 WiFi 4G 110	128GB 14
Apple	iPad Mini 2 WiFi 108	16GB 11
Apple	iPad Mini 2 WiFi 108	32GB 12
Apple	iPad Mini 2 WiFi 108	64GB 13
Apple	iPad Mini 2 WiFi 108	128GB 14
Apple	iPad Mini 2 WiFi 4G 107	16GB 11
Apple	iPad Mini 2 WiFi 4G 107	32GB 12
Apple	iPad Mini 2 WiFi 4G 107	64GB 13
Apple	iPad Mini 2 WiFi 4G 107	128GB 14
Apple	iPad Mini WiFi 105	16GB 11
Apple	iPad Mini WiFi 105	32GB 12
Apple	iPad Mini WiFi 105	64GB 13
Apple	iPad Mini WiFi 4G 106	16GB 11
Apple	iPad Mini WiFi 4G 106	32GB 12
Apple	iPad Mini WiFi 4G 106	64GB 13
Sony	Xperia Tablet S WiFi 1070	16GB 11
Sony	Xperia Tablet S WiFi 1070	32GB 12
Sony	Xperia Tablet S WiFi 1070	64GB 13
Sony	Xperia Tablet S WiFi 3G 1071	16GB 11
Sony	Xperia Tablet S WiFi 3G 1071	32GB 12
Sony	Xperia Tablet S WiFi 3G 1071	64GB 13
Sony	Xperia Tablet Z3 Compact WiFi + 3G/LTE	16GB 11
Sony	Xperia Tablet Z2 WiFi 1700	16GB 11
Sony	Xperia Tablet Z2 WiFi LTE 1066	16GB 11
Sony	Xperia Tablet Z WiFi 1072	16GB 11
Sony	Xperia Tablet Z WiFi LTE 1073	16GB 11
Huawei	MediaPad M3 8 1379	32GB 12
Huawei	MediaPad M3 8.4 1448	32GB 12
Huawei	MediaPad M3 Lite 10 1378	32GB 12
Huawei	MediaPad M3 Lite 10 WiFi 1478	16GB 11
Huawei	MediaPad M3 Lite 8 1446	16GB 11
Huawei	MediaPad M3 Lite 8 1446	32GB 12
Huawei	MediaPad M5 10 1376	32GB 12
Huawei	MediaPad M5 10.8 1459	32GB 12
Huawei	MediaPad M5 8 1377	32GB 12
Huawei	MediaPad T3 10 1444	32GB 12
Huawei	MediaPad T3 10 3G 1445	32GB 12
Huawei	MediaPad T3 7 1440	16GB 11
Huawei	MediaPad T3 7 3G 1441	16GB 11
Huawei	MediaPad T3 8 1442	32GB 12
Huawei	MediaPad T3 8 3G 1443	32GB 12
Amazon	Fire 7 (2017) - SR043KL 1436	8GB 10
Amazon	Fire HD 10 (2017) 1439	32GB 12
Amazon	Fire HD 8 (2015) 1437	8GB 10
Amazon	Fire HD 8 (2015) 1437	16GB 11
Amazon	Fire HD 8 (2017) - SX034QT 1438	16GB 11
Lenovo	Tab 3 10 1455	16GB 11
Lenovo	Tab 3 10 Plus 1457	32GB 12
Lenovo	Tab 4 10 1452	16GB 11
Lenovo	Tab 4 10 Plus 1450	64GB 13
Lenovo	Tab 4 8 1453	16GB 11
Lenovo	Tab 4 8 Plus 1451	64GB 13
Lenovo	Yoga Tab 3 10 1456	32GB 12
Lenovo	Yoga Tab 3 Pro 10 with Projector 1454	64GB 13
Samsung	Any other Samsung 1648	0GB 9
Apple	Any other Apple 1646	0GB 9
Sony	Any Sony 1644	0GB 9
Huawei	Any Huawei 1647	0GB 9
Amazon	Any Amazon 1645	0GB 9
Lenovo	Any Lenovo 1649	0GB 9

SAMSUNG WEARABLES TRADE IN 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 Smartwatch Trade In Programme (“Trade In Programme”), which provides you with the option to get a reduction in price for the Samsung Galaxy Watch, Galaxy Watch Active, or Galaxy Watch Active2 (“New Smartwatch”) purchased through the Samsung Shop Online (shop.samsung.com/uk/), either purchased outright or through a credit facility, in exchange for trading in your existing device (the “Existing Watch”). The Trade In Programme is only available between 5th August and 7th September 2020. The level of discount which you may receive will vary, dependent on the model of Existing Watch you trade in and the condition of your Existing Watch. Please see Clause 5 and Appendix 2 to these Terms and Conditions for full details of the discounts available. The offer is limited to two purchases of New Smartwatch per customer. Any further orders of New Smartwatch under the trade in programme may be rejected at our sole discretion. We may also refuse to accept any orders placed for New Smartwatch using this Trade In Programme where we have reasonable grounds to suspect fraud.

1.2 Why you should read them. Please read these terms carefully if you would like to take part in the Trade In Programme. These terms tell you who we are, the conditions of the Trade In 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 Hillwood Drive, Chertsey, Surrey KT16 0PS.

2.2 How to contact us. You can contact us by telephoning 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 TRADE IN PROGRAMME - OVERVIEW

3.1 How to take part in the Trade In Programme. On placing your order for a New Smartwatch, you may, if you choose to do so by clicking the relevant Trade In option on the website and, if you are successful in passing any relevant credit checks by our chosen credit provider (if you have opted to purchase your smartwatch through a credit facility), be able to take part in the Trade In Programme.

3.2 The offer to take part in the Trade In Programme is available to consumers only; it is not available to business customers.

3.3 Your participation in the Trade In Programme is subject to you providing the Existing Watch to us within 7 days of receiving your New Smartwatch. We will accept any Existing Watch, outside of those listed in Appendix 1, in any condition for a flat rate discount of £25. However, to receive the higher discounts listed in Appendix 1, the Existing Watch must meet the minimum requirements set out in clause 5.2. Should you fail to provide the Existing Watch to us within 7 days of receipt of your New Smartwatch you will be required to return your New Smartwatch to us. Failure to return your New

Smartwatch to Samsung will result in legal proceedings being taken against you to recover the device.

3.4 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 New Smartwatch and any other products purchased from our website.

4 PROVISION OF FINANCE

4.1 If you opt to pay for your New Smartwatch through finance, we act as a credit broker and not a lender and will introduce you to your chosen credit provider.

4.2 Where you decide to enter into a credit facility in order to purchase your New Smartwatch, our chosen credit provider is PayPal. The terms set out at clauses 4.4, 4.5 and 4.6 below will apply to you.

4.3 You will need to enter your details via PayPal's website so that PayPal can carry out any relevant credit checks.

4.4 If your application is successful, you will be able to enter into a credit facility on terms to be provided by your chosen credit provider. Please ensure that you read the terms of the credit facility carefully before signing. Failure to make repayments under this credit facility may have a negative impact on your credit rating and you may incur interest and charges.

4.5 The following additional terms apply in relation to the credit facility offered by PayPal: Terms and conditions apply. Finance subject to status. Applicants must be 18 to 75 and resident in the UK. Finance provided by PayPal. Registered office: 22-24 Boulevard Royal L-2449 Luxembourg. PayPal is supervised by the Commission de Surveillance du Secteur Financier (CSSF) in Luxembourg with authorisation number 23/07 and provides services in the UK on a cross-border services basis. The CSSF is the authority responsible for the supervision of companies in the financial sector in Luxembourg.

5 TRADING IN YOUR EXISTING WATCH

5.1 If you decide to take part in the Trade In Programme, you must provide your Existing Watch to us. The Existing Watches for which a higher level of discount is available are set out in Appendix 1 to these Terms and Conditions. The level of discount applicable is specified within Appendix 1, and depends on the type of Existing Watch which you provide to us. For all other watches (regardless of type or condition), we are offering a flat rate discount of £25.

5.2 Please note if you are seeking to receive a discount higher than £25 (which is applicable if we receive any Existing Watch, regardless of type or condition), the option to receive the full value of discount for your Existing Watch is only available if your Existing Watch meets the requirements set out below ("Minimum Requirements"):

Minimum Requirements

The Existing Watch must be owned by you, it must match the make and model from your order form and it must also meet the following functionality criteria.

- It must power on/up and hold charge
- It must include the original strap and original charger

- It must be fully functional and must have no software or hardware faults
- It must only have normal wear and tear - there must be no damage or blemishes to screen/LCD and the casing around the device including the camera lens must not be cracked. No level of liquid damage is acceptable.
- It must have a fully functioning display and have no cracked screen
- 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, all devices must have their iCloud or Google accounts removed or custom MDM accounts removed.
- It must not be PIN locked and must not have an have 'Activation Lock' or 'iCloud Lock' activated
- It must include its battery within the casing and must not have any missing parts
- It must not be crushed, bent in half or liquid-damaged
- It must not be "jail-broken" or "Knox warranty 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.

In the event that your Existing Watch fails to meet the Minimum Requirements set out above, you must declare this at the time you purchase your New Smartwatch, by selecting the relevant Trade In option. In this case, we can still accept your Existing Watch for the purposes of the Trade In Programme, but a flat rate discount of £25 is payable.

5.3 If you are trading in an Existing Watch from the list of applicable Existing Watches in Appendix 1, then please note that we inspect all Existing Watches which are provided as part of the Trade In Programme. If the Existing Watch which you are proposing to provide to us does not meet the Minimum Requirements, then we, or the third party company we use to inspect the Existing Watches (MTR Group Limited) will contact you and notify you of this within 10 days. If your Existing Watch does not meet the Minimum Requirements, a surcharge of up to £50 will be payable to MTR Group Limited. MTR will contact you advising how much surcharge is due (depending on the extent your Existing Watch does not meet the minimum requirements) and how to make payment in these circumstances. If you have any concerns about the inspection of your Existing Watch, or wish to discuss the result of this inspection, please contact MTR on 0333 207 9676 or helpdesk@samsungrecycle.co.uk.

5.4 You will be provided with prepaid return packaging materials to allow for the safe provision of your Existing Watch to us. You should ensure that the handset is provided to us within 7 days of receiving your New Watch. If you do not send your trade-in device within the specified timeframe, then unless you return your new device, Samsung will deduct a sum equal to the discount you receive for trading in your existing device from your payment card. Please ensure that you back up any photos, files and other data which you have stored on the Existing Watch, and remove the sim card and memory cards before providing the Existing Watch to us. On receipt of the Existing Watch, all data stored on it will be securely wiped. We are not able to recover any data stored on an Existing Watch which has been provided to us.

5.5 To the extent possible, we ask that you include the box and any original accessories which were included within the box when you provide the Existing Watch to us.

5.6 At the point at which you have provided your Existing Watch to us, and we have carried out a successful inspection of the Existing Watch (ensuring that it meets the Minimum Requirements, unless you have confirmed that your Existing Watch does not meet the Minimum Requirements and you are taking the lower discount) ownership in the Existing Watch will pass from you to us (or a third party nominated by us).

6 YOUR RIGHTS

6.1 Entering into the Trade In Programme does not prevent you from exercising your rights to cancel your order 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.

6.3 If 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 because the product we have provided you with is defective, we will endeavour to return your Existing Watch to you, but we cannot guarantee its return. In the event that we are unable to recover your Existing Watch, we will provide you with a cash equivalent price for the Existing Watch, based on the price currently payable for your Existing Watch on the Samsung Recycle website (www.samsungrecycle.co.uk). Any such cash payment will be made by MTR, on behalf of Samsung.

6.5 Taking part in the Trade In Programme does not affect any 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/info/privacy>

If you wish to withdraw your consent to us processing your personal data, please contact us here: support@samsunguk.zendesk.com.

7.2 Please note that in order to take part in the Trade In 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 Trade In Programme to set one up for you.

7.3 If, in the course of taking part in the Trade In Programme, you elect to take out a finance product, you will be redirected to the website of the finance provider. The privacy policy and terms and conditions relevant to that finance provider can be found on its website.

7.4 We will only give your personal information to other third parties where the law either requires or allows us to do so.

8 OTHER IMPORTANT TERMS

8.1 Other than MTR Group Limited, in relation to clause 5.3 above, nobody else has any rights under this contract. This contract is 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 this contract 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 this contract, we can still enforce it 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 this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

8.4 Which laws apply to this contract 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.

Appendix 1

List of applicable Existing Watches

Make	Model	Storage
Apple	Watch Series 3 38mm GPS 1476	0GB 9
Apple	Watch Series 3 38mm Cell-GPS 1410	0GB 9
Garmin	Forerunner 935 1468	0GB 9
Garmin	Quatix5 1474	0GB 9
Samsung	Galaxy Watch 42mm - R810 1678	4GB 980
Samsung	Galaxy Watch 42mm 4G - R815F 1679	4GB 980
Samsung	Galaxy Watch 46mm - R800F 1677	4GB 980
Samsung	Galaxy Watch Active - SM-R500 1754	4GB 980
Samsung	Galaxy Watch 46mm 4G - R805F 1430	4GB 980
Samsung	Gear Fit 2 Pro - SM-R365 1462	4GB 980
Samsung	Gear Sport - SM-R600 1409	0GB 9
Samsung	Gear S3 Frontier Wi-Fi - SM-R760 1006	4GB 980
Samsung	Gear S3 Classic - SM-R770 1005	4GB 980
Samsung	Gear S2 Classic R732 534	4GB 980
Samsung	Gear S2 Classic 3G 1004	4GB 980
Samsung	Gear S2 R720 533	4GB 980
Samsung	Gear Fit 2 - SM-R360 609	4GB 980
Apple	Watch Series 2 38mm 1195	0GB 9
Apple	Watch Series 2 42mm 1196	0GB 9
Apple	Watch 38mm 978	8GB 10
Apple	Watch 42mm 979	8GB 10
Garmin	Approach S10 1472	0GB 9
Garmin	Approach S60 1471	1GB 1051
Garmin	Forerunner 645 1467	0GB 9
Garmin	Forerunner 735 1469	0GB 9
Garmin	Vivoactive 1470	0GB 9
Garmin	Vivofit 1475	0GB 9
Garmin	Vivosmart3 1473	0GB 9
Fitbit	Alta Watch 1209	0GB 9
Fitbit	Ionic 1464	2GB 1001
Fitbit	Versa 1465	2GB 1001
Fitbit	Blaze Watch 1211	0GB 9
Fitbit	Charge 2 Watch 1210	0GB 9
Misc	Any Watch 1461	0GB 9

