

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 (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 **18th October to 15th November 2019**. 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 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 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

<u>Make</u>	<u>Model</u>
Garmin	Quatix5
Garmin	Forerunner 935
Apple	Watch Series 3 38mm Cell-GPS
Garmin	Forerunner 645
Samsung	Galaxy Watch 46mm 4G
Samsung	Galaxy Watch 42mm 4G
Apple	Watch Series 3 38mm GPS
Garmin	Approach S60
Samsung	Galaxy Watch Active
Garmin	Forerunner 735
Samsung	Galaxy Watch 46mm
Apple	Watch Series 2 38mm
Apple	Watch Series 2 42mm
Samsung	Galaxy Watch 42mm
Samsung	Gear S3 Frontier
Apple	Watch 38mm
Apple	Watch 42mm
Fitbit	Ionic
Fitbit	Versa
Samsung	Gear S3 Classic
Samsung	Gear S2 Classic
Samsung	Gear S2 Classic 3G
Samsung	Gear Sport
Samsung	Gear Fit 2 Pro
Garmin	Vivosmart3
Fitbit	Blaze Watch
Samsung	Gear Fit 2
Fitbit	Alta Watch
Fitbit	Charge 2 Watch
Garmin	Approach S10
Garmin	Vivoactive
Samsung	Gear S2 R720
Garmin	Vivofit
Misc	Any Watch

