

SAMSUNG HANDSETSWITCH 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 Switch Programme ("Switch Programme"), which provides you with the option to apply to enter into a credit agreement to finance the purchase of a Galaxy Note 8, Galaxy S8 or Galaxy S8+ Handset at a reduced overall price in exchange for trading in your existing iPhone (which must be iPhone 4 or above) or Samsung Galaxy smartphone (which must be a Samsung Galaxy S3 Mini or above), or selected Sony, HTC, Huawei, OnePlus or LG devices (the "Existing Handset"). For a complete list of acceptable handsets please see Appendix 1 to these Terms and Conditions. The Switch Programme is only available on the dates specified on Samsung's website (www.samsung.com).
- 1.2 **Why you should read them.** Please read these terms carefully if you would like to take part in the Switch Programme. These terms tell you who we are, the conditions of the Switch 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@samsungukshop.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 SWITCH PROGRAMME - OVERVIEW

- 3.1 **How to take part in the Switch Programme.** On placing your order for a new handset, you may, if you choose to do so by clicking the relevant button through your offer email and, if you are successful in passing any relevant credit checks by our chosen credit provider (for further details see below), be able to take part in the Switch Programme.
- 3.2 The offer to take part in the Switch Programme is available to consumers only; it is **not available to business customers.**

- 3.3 **Taking part in the Switch Programme** finance the purchase of the new handset through a credit agreement (either new or existing) with our chosen credit provider, PayPal (Europe) Sarl et Cie, SCA ("PayPal"), to. Credit is in the form of PayPal's Credit product, a revolving credit facility (like a credit card) that can be used for online purchases using PayPal. Provided you have sufficient credit limit, instalment offers are available using the PayPal Credit product over 6, 12, 18 or 24 months (at your option). The Switch Programme only applies to the Note 8, S8 and S8+ handsets and not to any other products. The following examples are based on you paying over 24 months; full details of the monthly price payable and overall reduction for the 6, 12 and 18 month products will be available on our website at the point of purchase. The S8 is reduced from £689.00 to a £527.76 purchase price, based on the price currently applicable on www.samsung.com (reduction in monthly payments from £28.71 to £21.99). The S8+ is reduced from £779.00 to a £647.76 purchase price, based on the price currently applicable on www.samsung.com (reduction in monthly payments from £32.46 to £26.99). The Note 8 is reduced from a £869.00 to a £719.76 purchase price, based on the price currently applicable on www.samsung.com (reduction in monthly payments from £36.21 to £29.99).
- 3.4 Your participation in the Switch Programme is subject to you providing the Existing Handset to us within 7 days of receiving your new Note 8, Galaxy S8 or S8 + Handset. The Existing Handset can be in any condition as long as it meets 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 Note 8, Galaxy S8 or Galaxy S8+ you will be required to return your Note 8, Galaxy S8 or S8 + handset to us Failure to provide your Note 8, Galaxy S8 or S8 + handset to Samsung will result in legal proceedings being taken against you to recover the device.
- 3.5 **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

- 4.1 When you apply for the Switch Programme, your application for credit will be directed to PayPal, our third party consumer finance provider.
- 4.2 **You will need to enter your details via PayPal's website so that PayPal can carry out any relevant credit checks.** For further details on the use of your personal data as part of this process, please see clause 7 below.
- 4.3 **If your application is successful, you will be able to enter into a credit facility** on terms to be provided by PayPal. 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.

- 4.4 We act as a credit broker and not a lender and can introduce you to 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. UPGRADING - TRADING IN YOUR EXISTING HANDSET

- 5.1 If you decide to take part in the Switch 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 Switch Programme:
- 5.2 Please note that **the option to provide your Existing Handset is only available if your Existing Handset meets the requirements set out below ("Minimum Requirements")**.

Minimum Requirements

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

- It must power up
- It must not be a blacklisted device (not registered as lost, stolen, barred or blocked on the national GSMA database)

- 5.3 Please note that we inspect all Existing Handsets which are provided as part of the Switch Programme. If the Existing Handset which you are proposing to provide to us **does not meet the Minimum Requirements**, then we will contact you and notify you within 3 days that you are not eligible to take part in the programme and will be required to return your Note 8, S8 or S8+ Handset to us using the returns packaging provided with delivery of your Note 8, S8 or S8+ Handset. If you have any concerns about the inspection of your Existing Handset, or wish to discuss the result of this inspection, please call us on 0330 SAMSHOP (726 7467).
- 5.4 You will be provided with prepaid return packaging materials to allow for the safe provision of your Existing Handset to us. **You must ensure that the handset is provided to us** within 7 days of receiving your new Galaxy Note 8, S8 or S8+ Handset. Failure to provide your Existing Handset within this time period will mean that you will be required to return your Galaxy Note 8, S8 or S8+ device to us. 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** 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.

- 5.5 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 Handset to us.
- 5.6 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) ownership in the handset will pass from you to us (or a third party nominated by us).

6. YOUR RIGHTS

- 6.1 Financing the purchase of your handset by entering into a credit facility 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 are 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).
- 6.4 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 because the product we have provided you with is defective, these funds will be paid to PayPal to credit onto your PayPal Credit product. Please can you contact us at the following e-mail address support@samsungukshop.com so that we can carry out this process.
- 6.5 Taking part in the Switch 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/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: support@samsungukshop.com .

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

7.3 In the course of applying for a finance product, you will be redirected to the websites of PayPal. PayPal will process your personal data in accordance with its privacy policy, which can be found on its website. In order to extend credit to you, PayPal may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

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 **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 acceptable Existing Handsets

iPhone

iPhone 7 Plus 128GB
iPhone 7 Plus 256GB
iPhone 7 32GB
iPhone 7 128GB
iPhone 7 256GB
iPhone SE 16GB
iPhone SE 32GB
iPhone SE 64GB
iPhone SE 128GB
iPhone 6S Plus 16GB
iPhone 6S Plus 32GB
iPhone 6S Plus 64GB
iPhone 6S Plus 128GB
iPhone 6S 16GB
iPhone 6S 32GB
iPhone 6S 64GB
iPhone 6S 128GB
iPhone 6 Plus 16GB
iPhone 6 Plus 64GB
iPhone 6 Plus 128GB
iPhone 6 16GB
iPhone 6 64GB
iPhone 6 128GB
iPhone 5s 16GB
iPhone 5s 32GB
iPhone 5s 64GB
iPhone 5c 8GB
iPhone 5c 16GB
iPhone 5c 32GB
iPhone 5 16GB
iPhone 5 32GB
iPhone 5 64GB
iPhone 4s 8GB
iPhone 4s 16GB
iPhone 4s 32GB
iPhone 4s 64GB
iPhone 4 8GB
iPhone 4 16GB
iPhone 4 32GB

Samsung

Galaxy S3 LTE – I9305 16GB
 Galaxy S3 Mini – I8190N 16GB
 Galaxy S3 Mini VE – I8200N 16GB
 Galaxy S4 – I9505 16GB
 Galaxy S4 – I9515 VE 16GB
 Galaxy S4 Active – I9295 16GB
 Galaxy S4 Mini – I9190 8GB
 Galaxy S4 Mini – I9195 8GB
 Galaxy S4 Zoom 8GB
 Galaxy S5 – G900F 16GB
 Galaxy S5 Active – G870A 16GB
 Galaxy S5 Mini – G800F 16GB
 Galaxy S5 Neo– G903F 16GB
 Galaxy S5 Plus – G901F 16GB
 Galaxy S6 – G920F 128GB
 Galaxy S6 – G920F 32GB
 Galaxy S6 – G920F 64GB
 Galaxy S6 Edge – G925F 128GB
 Galaxy S6 Edge – G925F 32GB
 Galaxy S6 Edge – G925F 64GB
 Galaxy S6 Edge Plus – G928F 32GB
 Galaxy S6 Edge Plus – G928F 64GB
 Galaxy S7 – G930F 32GB
 Galaxy S7 Edge – G935F 32GB
 Galaxy Note 2 WiFi – N7100 |557 16GB
 Galaxy Note 2 WiFi – N7100 |557 32GB
 Galaxy Note 2 WiFi LTE – N7105 |558 16GB
 Galaxy Note 2 WiFi LTE – N7105 |558 32GB
 Galaxy Note 3 – N9000 |561 16GB
 Galaxy Note 3 – N9000 |561 32GB
 Galaxy Note 3 – N9005 |1011 16GB
 Galaxy Note 3 – N9005 |1011 32GB
 Galaxy Note 4 – N910F |563 32GB

Other Acceptable Handsets

Sony Xperia XZ 32GB |12
 Sony Xperia XZ Premium 64GB |13
 Sony Xperia XZ1 64GB |13
 Sony XZ1 Compact 32GB |12
 Sony Xperia X 32GB |12
 Sony Xperia X Compact 32GB |12
 Sony Xperia Z5 32GB |12
 Sony Xperia Z5 Compact 32GB |12
 Sony Xperia Z5 Premium 32GB |12
 Sony Xperia Z3 16GB |11
 Sony Xperia Z3 Compact 16GB |11

HTC	10	32GB	12
HTC	10	64GB	13
HTC	One M9	32GB	12
HTC	One M8s	16GB	11
HTC	One M8	16GB	11
Huawei	P10	32GB	12
Huawei	P10 Lite	32GB	12
Huawei	P10 Plus	64GB	13
Huawei	P9	32GB	12
Huawei	P9 Lite	16GB	11
Huawei	P8	16GB	11
Huawei	P8 Lite	16GB	11
OnePlus	3T	64GB	13
OnePlus	OnePlus 4	64GB	13
OnePlus	OnePlus 5	64GB	13
OnePlus	OnePlus 5	128GB	14
OnePlus	3	64GB	13
LG	G6	32GB	12
LG	G5	32GB	12