

## **SAMSUNG.COM TRADE-IN**

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## **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 Device") purchased through 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 Device"). The Trade-in Programme is offered subject to New Devices being in stock and available from Samsung.com. For a complete list of acceptable Existing Devices to trade, please see Appendix 1 and 2 to these Terms and Conditions. The list of acceptable Existing Devices will vary, depending on which new handset you wish to purchase. The Trade In Programme is only available between 26th August and 31st October 2022. The level of discount which you may receive will vary, dependent on the model of Existing Device you trade in and the condition of your Existing Device. Please see Appendix 1 to these Terms and Conditions for full details of the discounts available where you are trading in an Existing Device in good condition (which meets the Minimum Requirements set out in paragraph 5.2, below). We also accept Existing Devices, which do not meet the Minimum Requirements; the details of discounts available for Existing Devices offered in this condition are set out at Appendix 2. The offer is limited to two purchases of New Devices per customer. Any further orders of New Devices under the Trade-In Programme may be rejected at our sole discretion. We may also refuse to accept any orders placed for New Devices (or cancel any such orders prior to dispatch) 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 2000 Hillswood Drive, Chertsey, Surrey KT16 0RS.

2.2 How to contact us. Visit the [Shop Support](#) section of Samsung.com for a range of contact options.

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 Device, 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 Device 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 Device to us within 7 days of receiving your New Device. Unless you are trading in an Existing Device which you have declared to be broken (where you must follow the requirements set out in clause 5.4), the Existing Device must meet the minimum requirements set out in clause 5.2. Should you fail to provide the Existing Device to us within 7 days of receipt of your New Device you will be required to return your New Device to us, or you will be asked to pay back the upfront discount you received. Failure to provide your New Device 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 Device 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 Device 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 New Device and any other products purchased from our website.

#### **4. PROVISION OF FINANCE**

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

4.2 If you are an existing member of the Samsung Upgrade Programme (with an outstanding balance on your Existing Handset related to the Samsung Upgrade Programme), then you may not take use that Existing Device to take part in the Trade-In Programme. However, where you are joining the Upgrade Programme for the first time, or where you are trading in an Existing Device previously associated with the Samsung Upgrade Programme which you now own outright (with no outstanding balance or finance on the Existing Handset), you may take part in the Trade-In Programme and the Samsung Upgrade Programme at the same time. The Terms and Conditions for the Samsung Upgrade Programme can be found [here](#).

4.3 Where you decide to enter into a credit facility in order to purchase your New Device, our chosen credit provider is Klarna Bank AB. 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 Klarna's website so that your chosen credit provider 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 Klarna: Subject to financial circumstances. You must be at least 18. Credit is provided by Klarna Bank AB, which is authorised and regulated by the Swedish Financial Services Authority, with limited supervision by

the Financial Conduct Authority and Prudential Regulation Authority in the UK. Registered office: Sveavägen 46, 111 34 Stockholm, Sweden. Corporation ID number: 556737-0431. If you already have a Klarna Credit account, this purchase will be added to your balance.

**Pay in 30 days:** The payment period is 30 days from shipment of goods. Full terms and conditions

**Pay in 3 instalments:** A third is payable on the day of purchase. The balance is paid in two equal monthly instalments over the following two months. Open to anyone with a UK registered debit or credit card.

**Spread the Cost:** With the financing service from Klarna you can pay your purchase in flexible or fixed monthly instalments according to the conditions stated in the checkout. The instalment payment is due at the end of each month after submission of a separate monthly invoice by Klarna. Further information regarding spreading the cost including terms and conditions and Standard European Consumer Credit Information you can find [here](#).

The payment methods Pay in 30 days, Pay in 3 instalments, and Spread the Cost are only available in case of a positive credit assessment. For this purpose, during the order process and handling of your purchase, we forward your data for an address and credit check to Klarna. We can only offer you the payment methods available based on the result of the credit check. General information about Klarna and the user terms per country can be found on [klarna.com](https://klarna.com). Your personal data is handled in accordance with applicable data protection law and in accordance with the information in Klarna's privacy statement.

## **5. TRADING IN YOUR EXISTING DEVICE**

5.1 If you decide to take part in the Trade In Programme, you must provide your Existing Device to us. The Existing Devices 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 Device (please see clause 5.4 below) if it is listed in Appendix 2.

5.2 Please note that the option to receive the full value of discount for your Existing Device is only available if your Existing Device meets the requirements set out below ("Minimum Requirements"). Please also note that the value of your Existing Device may vary for purchases of exclusive colour model handsets. All pricing, including any variations, can be found in Appendix 1 of these Terms and Conditions. Please note that if you are trading in a broken or faulty Existing Device the terms of clause 5.4 apply instead of these Minimum Requirements.

### **Minimum Requirements**

**Functionality:** The Existing Device 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 '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 have an outstanding credit or finance balance associated with it
- 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 Devices which are provided as part of the Trade In Programme. If the Existing Device 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 Device as set out in clause 5.4), then we, or the third party company we use to inspect the Existing Devices (MTR Group Limited) will contact you and notify you of this within 10 days. If your Existing Device 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 Device 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 Device, 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).

5.4 Should your Existing Device not meet the requirements detailed above, you may still trade in your Existing Device 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 Device, a lower fixed fee shall be payable for the Existing Device, rather than the usual price payable for the Existing Device. The price payable for a broken Existing Device is set out in Appendix 2. Please note that we cannot accept broken Existing Devices where the Existing Device has an outstanding credit or finance balance associated with it, or where the Existing Device 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 Device to us. Please ensure that you back up any photos, files and other data which you have stored on the Existing Device, and remove the sim card and memory cards before providing the Existing Device to us. On receipt of the Existing Device, all data stored on it will be securely wiped. We are not able to recover any data stored on an Existing Device which has been provided to us.

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

## 6. CONSEQUENCES OF NOT TRADING IN YOUR EXISTING DEVICE

6.1 You should ensure that the Existing Device is provided to us within **7 days** of receiving your New Device. If you do not send your Existing Device within this timeframe, then unless you return your

New Device, Samsung will, after **14 days** have elapsed after delivery of your New Device, deduct a sum equal to the discount you receive for trading in your Existing Device from your payment card.

6.2 In the event we are required to take this action, please note that we reserve the right to refuse to take any further orders from you; we will also review any activity in relation to existing orders under your name.

6.3 Please note that should you fail to return the Existing Device to us, and we are unable to recover the money from your payment card, we reserve the right to remotely disable your New Device. If we take this action, it shall take place on or after 15 days after delivery of your New Device.

## **7. YOUR RIGHTS**

7.1 Entering into the Trade In Programme does not prevent you from exercising your rights to cancel your order during the 14-day cooling off-period provided for in our standard Terms and Conditions of Sale.

7.2 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).

7.3 If you exercise your right to cancel and return your product during the 14-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 Device to you, but we cannot guarantee its return. In the event that we are unable to recover your Existing Device, we will provide you with a cash equivalent price for the Existing Device, based on the price currently payable for your Existing Device on the Samsung Recycle website ([www.samsungrecycle.co.uk](http://www.samsungrecycle.co.uk)). Any such cash payment will be made by MTR, on behalf of Samsung.

7.4 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.

## **8. HOW WE MAY USE YOUR PERSONAL INFORMATION**

8.1 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 using one of the contact methods in the [Shop Support](#) section of Samsung.com.

(<https://www.samsung.com/uk/support/contact/#shop-support>)

8.2 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.

8.3 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.

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

## **9. OTHER IMPORTANT TERMS**

9.1 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.

9.2 To be eligible to participate in the Trade-in Programme you must be a UK resident aged 18+ (or have obtained your parent or guardian's consent to the relevant sale for the relevant sum).

9.3 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.

9.4 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.

9.5 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.

List of applicable Existing Devices available to trade in and values associated with such Existing Devices - where the Existing Device meets the Minimum Requirements

Make	Model	Storage	S2 Ultra 128GB	S2 Ultra 256GB	S2 Ultra 512GB	S2 Ultra 1TB	Z Fold3 256GB	Z Fold3 512GB	Z Flip4 128GB	Z Flip4 256GB	Z Flip4 512GB	Z Fold4 256GB	Z Fold4 512GB	Z Fold4 1TB	Z Fold4 1TB
OnePlus	7 - GM1900 1670	128GB 14	E155	E155	E155	E155	E180	E180	E180	E250	E250	E250	E250	E250	E250
OnePlus	7 - GM1900 1670	256GB 973	E155	E155	E155	E155	E180	E180	E250	E250	E250	E250	E250	E250	E250
OnePlus	7 Pro - GM1900 1652	128GB 14	E165	E165	E165	E165	E180	E180	E250	E250	E250	E250	E250	E250	E250
OnePlus	7 Pro - GM1900 1652	256GB 973	E165	E165	E165	E165	E180	E180	E250	E250	E250	E250	E250	E250	E250
OnePlus	7T 1768	128GB 14	E175	E175	E175	E175	E300	E300	E300	E300	E300	E300	E300	E300	E300
OnePlus	7T Pro 1769	256GB 973	E210	E210	E210	E210	E310	E310	E310	E310	E310	E310	E310	E310	E310
OnePlus	8 - IN2013 1953	128GB 14	E250	E250	E250	E250	E400	E400	E400	E400	E400	E400	E400	E400	E400
OnePlus	8 - IN2013 1953	256GB 973	E250	E250	E250	E250	E400	E400	E400	E400	E400	E400	E400	E400	E400
OnePlus	8 Pro - IN2013 1954	128GB 14	E290	E290	E290	E290	E440	E440	E440	E440	E440	E440	E440	E440	E440
OnePlus	8 Pro - IN2013 1954	256GB 973	E290	E290	E290	E290	E440	E440	E440	E440	E440	E440	E440	E440	E440
OnePlus	8T 2533	128GB 14	E240	E240	E240	E240	E390	E390	E390	E390	E390	E390	E390	E390	E390
OnePlus	8T 2533	256GB 973	E240	E240	E240	E240	E390	E390	E390	E390	E390	E390	E390	E390	E390
OnePlus	9 2134	256GB 973	E280	E280	E280	E280	E430	E430	E430	E430	E430	E430	E430	E430	E430
OnePlus	9 2134	128GB 14	E270	E270	E270	E270	E420	E420	E420	E420	E420	E420	E420	E420	E420
OnePlus	9 Pro 2535	128GB 14	E300	E300	E300	E300	E450	E450	E450	E450	E450	E450	E450	E450	E450
OnePlus	9 Pro 2535	256GB 973	E300	E300	E300	E300	E450	E450	E450	E450	E450	E450	E450	E450	E450
OnePlus	9 Pro 2535	128GB 14	E290	E290	E290	E290	E440	E440	E440	E440	E440	E440	E440	E440	E440
Oppo	Find X2 1879	128GB 14	E145	E145	E145	E145	E170	E170	E250	E250	E250	E250	E250	E250	E250
Oppo	Find X2 Lite 2029	128GB 14	E110	E110	E110	E110	E160	E160	E250	E250	E250	E250	E250	E250	E250
Oppo	Find X2 Neo 2514	256GB 973	E110	E110	E110	E110	E160	E160	E250	E250	E250	E250	E250	E250	E250
Oppo	Find X2 Pro 1880	128GB 1391	E145	E145	E145	E145	E170	E170	E250	E250	E250	E250	E250	E250	E250
Oppo	Find X2 Pro 1880	256GB 973	E145	E145	E145	E145	E170	E170	E250	E250	E250	E250	E250	E250	E250
Samsung	Galaxy S10 - G973F 1604	128GB 1391	E260	E260	E260	E260	E260	E260	E260	E260	E260	E260	E260	E260	E260
Samsung	Galaxy S10 - G973F 1604	256GB 973	E260	E260	E260	E260	E260	E260	E260	E260	E260	E260	E260	E260	E260
Samsung	Galaxy S10 - G977B 1604	128GB 14	E260	E260	E260	E260	E260	E260	E260	E260	E260	E260	E260	E260	E260
Samsung	Galaxy S10 - G977B 1604	256GB 973	E260	E260	E260	E260	E260	E260	E260	E260	E260	E260	E260	E260	E260
Samsung	Galaxy S10 Lite - G770F5 1210	128GB 14	E230	E230	E230	E230	E230	E230	E250	E250	E250	E250	E250	E250	E250
Samsung	Galaxy S10 Lite - G770F5 1210	256GB 973	E230	E230	E230	E230	E230	E230	E250	E250	E250	E250	E250	E250	E250
Samsung	Galaxy S10 Lite - G770F5 1210	128GB 1391	E230	E230	E230	E230	E230	E230	E250	E250	E250	E250	E250	E250	E250
Samsung	Galaxy S10 Lite - G770F5 1210	256GB 973	E230	E230	E230	E230	E230	E230	E250	E250	E250	E250	E250	E250	E250
Samsung	Galaxy S10 Plus - G975F 1606	1TB 1492	E270	E270	E270	E270	E270	E270	E270	E270	E270	E270	E270	E270	E270
Samsung	Galaxy S10 Plus - G975F 1606	512GB 1391	E260	E260	E260	E260	E260	E260	E260	E260	E260	E260	E260	E260	E260
Samsung	Galaxy S10 Plus - G975F 1606	128GB 14	E260	E260	E260	E260	E260	E260	E260	E260	E260	E260	E260	E260	E260
Samsung	Galaxy S10 Plus - G975F 1606	256GB 973	E260	E260	E260	E260	E260	E260	E260	E260	E260	E260	E260	E260	E260
Samsung	Galaxy S10 Plus - G977B 1606	128GB 14	E260	E260	E260	E260	E260	E260	E260	E260	E260	E260	E260	E260	E260
Samsung	Galaxy S10 Plus - G977B 1606	256GB 973	E260	E260	E260	E260	E260	E260	E260	E260	E260	E260	E260	E260	E260
Samsung	Galaxy S10 Ultra 5G - G988B 1816	128GB 14	E330	E330	E330	E330	E180	E180	E250	E250	E250	E250	E250	E250	E250
Samsung	Galaxy S10 Ultra 5G - G988B 1816	256GB 973	E330	E330	E330	E330	E180	E180	E250	E250	E250	E250	E250	E250	E250
Samsung	Galaxy S20 FE 5G - G781B 2491	128GB 14	E290	E290	E290	E290	E390	E390	E390	E390	E390	E390	E390	E390	E390
Samsung	Galaxy S20 FE 5G - G781B 2491	256GB 973	E290	E290	E290	E290	E390	E390	E390	E390	E390	E390	E390	E390	E390
Samsung	Galaxy S20 Ultra 5G - G988B 1816	128GB 14	E330	E330	E330	E330	E430	E430	E430	E430	E430	E430	E430	E430	E430
Samsung	Galaxy S20 Ultra 5G - G988B 1816	256GB 973	E330	E330	E330	E330	E430	E430	E430	E430	E430	E430	E430	E430	E430
Samsung	Galaxy S20 Ultra 5G - G988B 1816	128GB 14	E340	E340	E340	E340	E440	E440	E440	E440	E440	E440	E440	E440	E440
Samsung	Galaxy S20 Ultra 5G - G988B 1816	256GB 973	E340	E340	E340	E340	E440	E440	E440	E440	E440	E440	E440	E440	E440
Samsung	Galaxy S20 Ultra 5G - G988B 1816	128GB 14	E330	E330	E330	E330	E430	E430	E430	E430	E430	E430	E430	E430	E430
Samsung	Galaxy S20 Ultra 5G - G988B 1816	256GB 973	E330	E330	E330	E330	E430	E430	E430	E430	E430	E430	E430	E430	E430
Samsung	Galaxy S21 5G - G991B 2524	128GB 14	E360	E360	E360	E360	E460	E460	E460	E460	E460	E460	E460	E460	E460
Samsung	Galaxy S21 5G - G991B 2524	256GB 973	E360	E360	E360	E360	E460	E460	E460	E460	E460	E460	E460	E460	E460
Samsung	Galaxy S21 5G - G991B 2524	128GB 14	E380	E380	E380	E380	E480	E480	E480	E480	E480	E480	E480	E480	E480
Samsung	Galaxy S21 5G - G991B 2524	256GB 973	E380	E380	E380	E380	E480	E480	E480	E480	E480	E480	E480	E480	E480
Samsung	Galaxy S21 Ultra 5G - G998B 2525	128GB 14	E420	E420	E420	E420	E520	E520	E490	E490	E490	E520	E520	E520	E520
Samsung	Galaxy S21 Ultra 5G - G998B 2525	256GB 973	E420	E420	E420	E420	E520	E520	E490	E490	E490	E520	E520	E520	E520
Samsung	Galaxy S21 Ultra 5G - G998B 2525	128GB 14	E430	E430	E430	E430	E530	E530	E490	E490	E490	E530	E530	E530	E530
Samsung	Galaxy S21 Ultra 5G - G998B 2525	256GB 973	E430	E430	E430	E430	E530	E530	E490	E490	E490	E530	E530	E530	E530
Samsung	Galaxy S21 Ultra 5G - G998B 2525	128GB 1391	E500	E500	E500	E500	E600	E600	E490	E490	E490	E600	E600	E600	E600
Samsung	Galaxy S21 Ultra 5G - G998B 2525	256GB 973	E490	E490	E490	E490	E590	E590	E490	E490	E490	E590	E590	E590	E590
Samsung	Galaxy S21 Ultra 5G - G998B 2525	128GB 14	E480	E480	E480	E480	E580	E580	E490	E490	E490	E580	E580	E580	E580
Samsung	Galaxy S22 5G	128GB	E1000	E1000	E1000	E1000	E1000	E1000	E490	E490	E490	E580	E580	E580	E580
Samsung	Galaxy S22 5G	256GB	E1000	E1000	E1000	E1000	E1000	E1000	E490	E490	E490	E580	E580	E580	E580
Samsung	Galaxy S22 Ultra 5G	128GB	E1000	E1000	E1000	E1000	E1000	E1000	E490	E490	E490	E580	E580	E580	E580
Samsung	Galaxy S22 Ultra 5G	256GB	E1000	E1000	E1000	E1000	E1000	E1000	E490	E490	E490	E580	E580	E580	E580
Samsung	Galaxy S22 Ultra 5G	512GB	E1000	E1000	E1000	E1000	E1000	E1000	E490	E490	E490	E580	E580	E580	E580
Samsung	Galaxy S22 Ultra 5G	1TB	E1000	E1000	E1000	E1000	E1000	E1000	E490	E490	E490	E580	E580	E580	E580
Samsung	Galaxy S22 5G	128GB	E1000	E1000	E1000	E1000	E1000	E1000	E490	E490	E490	E580	E580	E580	E580
Samsung	Galaxy S22 5G	256GB	E1000	E1000	E1000	E1000	E1000	E1000	E490	E490	E490	E580	E580	E580	E580
Samsung	Galaxy S22 5G	512GB	E1000	E1000	E1000	E1000	E1000	E1000	E490	E490	E490	E580	E580	E580	E580
Samsung	Galaxy S22 5G	1TB	E1000	E1000	E1000	E1000	E1000	E1000	E490	E490	E490	E580	E580	E580	E580
Samsung	Galaxy S22 5G	256GB	E1000	E1000	E1000	E1000	E1000	E1000	E490	E490	E490	E580	E580	E580	E580
Samsung	Galaxy S22 5G	512GB	E1000	E1000	E1000	E1000	E1000	E1000	E490	E490	E490	E580	E580	E580	E580
Samsung	Galaxy S22 5G	1TB	E1000	E1000	E1000	E1000	E1000	E1000	E490	E490	E490	E580	E580	E580	E580
Samsung	Galaxy S22 5G	256GB	E1000	E1000	E1000	E1000	E1000	E1000	E490	E490	E490	E580	E580	E580	E580
Samsung	Galaxy S22 5G	512GB	E1000	E1000	E1000	E1000	E1000	E1000	E490	E490	E490	E580	E580	E580	E580
Samsung	Galaxy S22 5G	1TB	E1000	E1000	E1000	E1000	E1000	E1000	E490	E490	E490	E580	E580	E580	E580
Samsung	Galaxy S22 5G	256GB	E1000	E1000	E1000	E1000	E1000	E1000	E490	E490	E490	E580	E580	E580	E580
Samsung	Galaxy S22 5G	512GB	E1000	E1000	E1000	E1000	E1000	E1000	E490	E490	E490	E580	E580	E580	E580
Samsung	Galaxy S22 5G	1TB	E1000	E1000	E1000	E1000	E1000	E1000	E490	E490	E490	E580	E580	E580	E580
Samsung	Galaxy S22 5G	256GB	E1000	E1000	E1000	E1000	E1000	E1000	E490	E490	E490	E580	E580	E580	E580
Samsung	Galaxy S22 5G	512GB	E1000	E1000	E1000	E1000	E1000	E1000	E490	E490	E490	E580	E580	E580	E580
Samsung	Galaxy S22 5G	1TB	E1000	E1000	E1000	E1000	E1000	E1000	E490	E490	E490	E580	E580	E580	E580
Samsung	Galaxy S22 5G	256GB	E1000	E1000	E1000	E1000	E1000	E1000	E490	E490	E490	E580	E580	E580	E580
Samsung	Galaxy S22 5G	512GB	E1000	E1000	E1000	E1000	E1000	E1000	E490	E490	E490	E580	E580	E580	E580
Samsung	Galaxy S22 5G	1TB	E1000	E1000	E1000	E1000	E1000	E1000	E490	E490	E490	E580	E580	E580	E580
Samsung	Galaxy S22 5G	256GB	E1000	E1000	E1000	E1000	E1000	E1000	E490	E490	E490	E580	E580	E580	E580
Samsung	Galaxy S22 5G	512GB	E1000	E1000	E1000	E1000	E1000	E1000	E490	E490	E490	E580	E580	E580	E580
Samsung</															



## Appendix 2

List of applicable Existing Devices available to trade in and values associated with such Existing Devices - where the Existing Device does not meet the Minimum Requirements

Make	Model	Storage	A53	S22/ S22+	S22 Ultra	S21 FE	S20 FE 5G	Z Flip3	Z Fold3	Z Flip4	Z Fold4
N/A	Any phone in any condition	N/A	£100	£150	£100	£150	£150	£150	£100	£250	£250

## **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 Device") purchased through Samsung.com/uk, either purchased outright or through a credit facility, in exchange for trading in your existing device (the "Existing Device"). The Trade-in Programme is offered subject to New Devices being in stock and available from Samsung.com. For a complete list of acceptable Existing Devices to trade, please see Appendices 1 and 2 to these Terms and Conditions. The list of acceptable Existing Devices will vary, depending on which new handset you wish to purchase. The Trade In Programme is only available between 26th August and 31st October 2022. The level of discount which you may receive will vary, dependent on the model of Existing Device you trade in and the condition of your Existing Device. Please see Appendix 1 to these Terms and Conditions for full details of the discounts available where you are trading in an Existing Device in good condition (which meets the Minimum Requirements set out in paragraph 5.2, below). We also accept Existing Devices which do not meet the Minimum Requirements; the details of discounts available for Existing Devices offered in this condition are set out at Appendix 2. The offer is limited to two purchases of New Devices per customer. Any further orders of New Devices under the Trade-In Programme may be rejected at our sole discretion. We may also refuse to accept any orders placed for New Devices (or cancel any such orders prior to dispatch) 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 2000 Hillswood Drive, Chertsey, Surrey KT16 0RS.

2.2 How to contact us. How to contact us. Visit the [Shop Support](#) section of Samsung.com for a range of contact options.

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 Device, 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 Device 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 Device to us within 7 days of receiving your New Device. The Existing Device must meet the minimum requirements set out in clause 5.2. Should you fail to provide the Existing Device to us within 7 days of receipt of your New Device you will be required to return your New Device to us. Failure to return your New Device 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 Device and any other products purchased from our website.

#### **4 PROVISION OF FINANCE**

4.1 If you opt to pay for your New Device 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 Device, our chosen credit provider is Klarna Bank AB. The terms set out at clauses 4.3, 4.4 and 4.5 below will apply to you.

4.3 You will need to enter your details via Klarna's website so that your chosen credit provider 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 Klarna: Subject to financial circumstances. You must be at least 18. Credit is provided by Klarna Bank AB, which is authorised and regulated by the Swedish Financial Services Authority, with limited supervision by the Financial Conduct Authority and Prudential Regulation Authority in the UK. Registered office: Sveavägen 46, 111 34 Stockholm, Sweden. Corporation ID number: 556737-0431. If you already have a Klarna Credit account, this purchase will be added to your balance.

Pay in 30 days: The payment period is 30 days from shipment of goods. [Full terms and conditions](#)

3 Easy Payments: A third is payable on the day of purchase. The balance is paid in two equal monthly instalments over the following two months. Open to anyone with a UK registered debit or credit card.

Spread the Cost: With the financing service from Klarna you can pay your purchase in flexible or fixed monthly instalments according to the conditions stated in the checkout. The instalment payment is due at the end of each month after submission of a separate monthly invoice by Klarna. Further information regarding spreading the cost including terms and conditions and Standard European Consumer Credit Information you can find [here](#).

The payment methods Pay in 30 days, 3 Easy Payments and Spread the Cost are only available in case of a positive credit assessment. For this purpose, during the order process and handling of your

purchase, we forward your data for an address and credit check to Klarna. We can only offer you the payment methods available based on the result of the credit check. General information about Klarna and the user terms per country can be found on [klarna.com](https://klarna.com). Your personal data is handled in accordance with applicable data protection law and in accordance with the information in Klarna's privacy statement.

## **5. TRADING IN YOUR EXISTING DEVICE**

5.1 If you decide to take part in the Trade In Programme, you must provide your Existing Device to us. The Existing Devices 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 Device (please see clause 5.4 below) if it is listed in Appendix 2.

5.2 Please note that the option to receive the full value of discount for your Existing Device is only available if your Existing Device meets the requirements set out below ("Minimum Requirements"). Please also note that the value of your Existing Device may vary for purchases of exclusive colour model handsets. All pricing, including any variations, can be found in Appendix 1 of these Terms and Conditions. Please note that if you are trading in a broken or faulty Existing Device the terms of clause 5.4 apply instead of these Minimum Requirements.

### **Minimum Requirements**

Functionality: The Existing Device 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 '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 have an outstanding credit or finance balance associated with it
- 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 Devices which are provided as part of the Trade In Programme. If the Existing Device 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 Device as set out in

clause 5.4), then we, or the third party company we use to inspect the Existing Devices (MTR Group Limited) will contact you and notify you of this within 10 days. If your Existing Device 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 Device 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 Device, 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).

5.4 Should your Existing Device not meet the requirements detailed above, you may still trade in your Existing Device by declaring it to be broken (by ticking the box stating that your device is a “Broken Tablet” or has a “Cracked Screen”) during the trade-in process on our website. Where you are trading in a broken Existing Device, a lower fixed fee shall be payable for the Existing Device, rather than the usual price payable for the Existing Device. The price payable for a broken Existing Device is set out in Appendix 2. Please note that we cannot accept broken Existing Devices where the Existing Device has an outstanding credit or finance balance associated with it, or where the Existing Device 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 Device to us. Please ensure that you back up any photos, files and other data which you have stored on the Existing Device, and remove the sim card and memory cards before providing the Existing Device to us. On receipt of the Existing Device, all data stored on it will be securely wiped. We are not able to recover any data stored on an Existing Device which has been provided to us.

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

## **6. CONSEQUENCES OF NOT TRADING IN YOUR EXISTING DEVICE**

6.1 You should ensure that the Existing Device is provided to us within **7 days** of receiving your New Device. If you do not send your Existing Device within this timeframe, then unless you return your New Device, Samsung will, after **14 days** have elapsed after delivery of your New Device, deduct a sum equal to the discount you receive for trading in your Existing Device from your payment card.

6.2 In the event we are required to take this action, please note that we reserve the right to refuse to take any further orders from you; we will also review any activity in relation to existing orders under your name.

6.3 Please note that should you fail to return the Existing Device to us, and we are unable to recover the money from your payment card, we reserve the right to remotely disable your New Device. If we take this action, it shall take place on or after 15 days after delivery of your New Device.

## **7 YOUR RIGHTS**

7.1 Entering into the Trade In Programme does not prevent you from exercising your rights to cancel your order during the 14-day cooling off-period provided for in our standard Terms and Conditions of Sale.

7.2 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)

7.3 If you exercise your right to cancel and return your product during the 14-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 Device to you, but we cannot guarantee its return. In the event that we are unable to recover your Existing Device, we will provide you with a cash equivalent price for the Existing Device, based on the price currently payable for your Existing Device on the Samsung Recycle website ([www.samsungrecycle.co.uk](http://www.samsungrecycle.co.uk)). Any such cash payment will be made by MTR, on behalf of Samsung.

7.4 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.

## **8 HOW WE MAY USE YOUR PERSONAL INFORMATION**

8.1 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 using one of the contact methods in the [Shop Support](#) section of Samsung.com.

(<https://www.samsung.com/uk/support/contact/#shop-support>)

8.2 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.

8.3 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.

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

## **9. OTHER IMPORTANT TERMS**

9.1 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.

9.2 To be eligible to participate in the Trade-in Programme you must be a UK resident aged 18+ (or have obtained your parent or guardian's consent to the relevant sale for the relevant sum).

9.3 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.

9.4 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.

9.5 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 available to trade in and values associated with such Existing Devices - where the Existing Device meets the Minimum Requirements

N/A – All tablets are on guaranteed value trade-in for this promotional period. See Appendix 2 for all applicable trade-in values.

### **Appendix 2**

List of applicable Existing Devices available to trade in and values associated with such Existing Devices - where the Existing Device does not meet the Minimum Requirements

<b>Make</b>	<b>Model</b>	<b>Storage</b>	<b>Tab S8</b>	<b>Tab S7+ FE</b>	<b>Tab A8</b>	<b>Tab S6 Lite</b>
N/A	Any tablet in any condition	N/A	£150	£60	£50	£60



## **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 any Samsung Galaxy Watch ("New Device") purchased through Samsung.com, either purchased outright or through a credit facility, in exchange for trading in your existing device (the "Existing Device"). The Trade-in Programme is offered subject to New Devices being in stock and available from Samsung.com. For a complete list of acceptable Existing Devices to trade, please see Appendices 1 and 2 to these Terms and Conditions. The list of acceptable Existing Devices will vary, depending on which new handset you wish to purchase. The Trade In Programme is only available between 26th August and 31st October 2022. The level of discount which you may receive will vary, dependent on the model of Existing Device you trade in and the condition of your Existing Device. Please see Appendix 1 to these Terms and Conditions for full details of the discounts available where you are trading in an Existing Device in good condition (which meets the Minimum Requirements set out in paragraph 5.2, below). We also accept Existing Devices which do not meet the Minimum Requirements; the details of discounts available for Existing Devices offered in this condition are set out at Appendix 2. The offer is limited to two purchases of New Devices per customer. Any further orders of New Devices under the Trade-In Programme may be rejected at our sole discretion. We may also refuse to accept any orders placed for New Devices (or cancel any such orders prior to dispatch) 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 2000 Hillswood Drive, Chertsey, Surrey KT16 0RS.

2.2 How to contact us. How to contact us. Visit the [Shop Support](#) section of Samsung.com for a range of contact options.

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 Device, 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 Device 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 Device to us within 7 days of receiving your New Device. We will accept any Existing Device, 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 2, the Existing Device must meet the minimum requirements set out in clause 5.2. Should you fail to provide the Existing Device to us within 7 days of receipt of your New Device you will be required to return your New Device to us. Failure to return your New Device 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 Device and any other products purchased from our website.

#### **4 PROVISION OF FINANCE**

4.1 If you opt to pay for your New Device 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 Device, our chosen credit provider is Klarna Bank AB. The terms set out at clauses 4.3, 4.4 and 4.5 below will apply to you.

4.3 You will need to enter your details via Klarna's website so that your chosen credit provider 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 Klarna: Subject to financial circumstances. You must be at least 18. Credit is provided by Klarna Bank AB, which is authorised and regulated by the Swedish Financial Services Authority, with limited supervision by the Financial Conduct Authority and Prudential Regulation Authority in the UK. Registered office: Sveavägen 46, 111 34 Stockholm, Sweden. Corporation ID number: 556737-0431. If you already have a Klarna Credit account, this purchase will be added to your balance.

Pay in 30 days: The payment period is 30 days from shipment of goods. [Full terms and conditions](#)

3 Easy Payments: A third is payable on the day of purchase. The balance is paid in two equal monthly instalments over the following two months. Open to anyone with a UK registered debit or credit card.

Spread the Cost: With the financing service from Klarna you can pay your purchase in flexible or fixed monthly instalments according to the conditions stated in the checkout. The instalment payment is due at the end of each month after submission of a separate monthly invoice by Klarna. Further information regarding spreading the cost including terms and conditions and Standard European Consumer Credit Information you can find [here](#).

The payment methods Pay in 30 days, 3 Easy Payments and Spread the Cost are only available in case of a positive credit assessment. For this purpose, during the order process and handling of your purchase, we forward your data for an address and credit check to Klarna. We can only offer you the payment methods available based on the result of the credit check. General information about Klarna and the user terms per country can be found on [klarna.com](https://klarna.com). Your personal data is handled in accordance with applicable data protection law and in accordance with the information in Klarna's privacy statement.

## **5. TRADING IN YOUR EXISTING DEVICE**

5.1 If you decide to take part in the Trade In Programme, you must provide your Existing Device to us. The Existing Devices 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 Device (please see clause 5.4 below) if it is listed in Appendix 2.

5.2 Please note that the option to receive the full value of discount for your Existing Device is only available if your Existing Device meets the requirements set out below ("Minimum Requirements"). Please also note that the value of your Existing Device may vary for purchases of exclusive colour model handsets. All pricing, including any variations, can be found in Appendix 1 of these Terms and Conditions. Please note that if you are trading in a broken or faulty Existing Device the terms of clause 5.4 apply instead of these Minimum Requirements.

### **Minimum Requirements**

Functionality: The Existing Device 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 '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 have an outstanding credit or finance balance associated with it
- 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 Devices which are provided as part of the Trade In Programme. If the Existing Device 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 Device as set out in clause 5.4), then we, or the third party company we use to inspect the Existing Devices (MTR Group Limited) will contact you and notify you of this within 10 days. If your Existing Device 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 Device 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 Device, 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).

5.4 Should your Existing Device not meet the requirements detailed above, you may still trade in your Existing Device by declaring it to be broken (by ticking the box stating that your device is a “Broken Watch” or has a “Cracked Screen”) during the trade-in process on our website. Where you are trading in a broken Existing Device, a lower fixed fee shall be payable for the Existing Device, rather than the usual price payable for the Existing Device. The price payable for a broken Existing Device is set out in Appendix 2. Please note that we cannot accept broken Existing Devices where the Existing Device has an outstanding credit or finance balance associated with it, or where the Existing Device 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 Device to us. Please ensure that you back up any photos, files and other data which you have stored on the Existing Device, and remove the sim card and memory cards before providing the Existing Device to us. On receipt of the Existing Device, all data stored on it will be securely wiped. We are not able to recover any data stored on an Existing Device which has been provided to us.

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

## 6. CONSEQUENCES OF NOT TRADING IN YOUR EXISTING DEVICE

6.1 You should ensure that the Existing Device is provided to us within **7 days** of receiving your New Device. If you do not send your Existing Device within this timeframe, then unless you return your New Device, Samsung will, after **14 days** have elapsed after delivery of your New Device, deduct a sum equal to the discount you receive for trading in your Existing Device from your payment card.

6.2 In the event we are required to take this action, please note that we reserve the right to refuse to take any further orders from you; we will also review any activity in relation to existing orders under your name.

6.3 Please note that should you fail to return the Existing Device to us, and we are unable to recover the money from your payment card, we reserve the right to remotely disable your New Device. If we take this action, it shall take place on or after 15 days after delivery of your New Device.

## 7. YOUR RIGHTS

7.1 Entering into the Trade In Programme does not prevent you from exercising your rights to cancel your order during the 14-day cooling off-period provided for in our standard Terms and Conditions of Sale.

7.2 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).

7.3 If you exercise your right to cancel and return your product during the 14-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 Device to you, but we cannot guarantee its return. In the event that we are unable to recover your Existing Device, we will provide you with a cash equivalent price for the Existing Device, based on the price currently payable for your Existing Device on the Samsung Recycle website ([www.samsungrecycle.co.uk](http://www.samsungrecycle.co.uk)). Any such cash payment will be made by MTR, on behalf of Samsung.

7.4 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.

## **8. HOW WE MAY USE YOUR PERSONAL INFORMATION**

8.1 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 using one of the contact methods in the [Shop Support](#) section of Samsung.com.

(<https://www.samsung.com/uk/support/contact/#shop-support>)

8.2 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.

8.3 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.

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

## **9. OTHER IMPORTANT TERMS**

9.1 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.

9.2 To be eligible to participate in the Trade-in Programme you must be a UK resident aged 18+ (or have obtained your parent or guardian's consent to the relevant sale for the relevant sum).

9.3 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.

9.4 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.

9.5 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 available to trade in and values associated with such Existing Devices - where the Existing Device meets the Minimum Requirements

Make	Model	Storage	Watch4	Watch4 Classic	Watch5	Watch5 Bespoke	Watch5 Pro
N/A	Any working smartwatch	N/A	£50	£75	£50	£50	£100

### Appendix 2

List of applicable Existing Devices available to trade in and values associated with such Existing Devices - where the Existing Device does not meet the Minimum Requirements

N/A – All watches must meet the minimum requirements set out in paragraph 5.2 of these terms and conditions to be accepted. See Appendix 1 for all applicable trade-in values.