

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 a new Samsung Galaxy Fold, S10e, S10, S10+, S10 5G, Note10, Note10+, Note10+ 5G, Note9, S9, A90 5G, A80, A70 or A50 handset ("New Handset") purchased through the Samsung Shop Online (shop.samsung.com/uk/) either purchased outright or through a credit facility, or through the Samsung Upgrade Programme, in exchange for trading in your existing device (the "Existing Handset"). For a complete list of acceptable Existing Handsets please see Appendix 1 to these Terms and Conditions. The list of acceptable Existing Handsets will vary, depending on which new handset you wish to purchase. The Trade In Programme is only available between **16th November 2019** and **7th January 2020**. The level of discount which you may receive will vary, dependent on the model of Existing Handset you trade in and the condition of your Existing Handset. Please see Appendix 2 to these Terms and Conditions for full details of the discounts available. The offer is limited to two purchases of New Handsets per customer. Any further orders of New Handsets under the trade in programme may be rejected at our sole discretion. We may also refuse to accept any orders placed for New Handsets using this Trade In Programme where we have reasonable grounds to suspect fraud.

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

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** We are Samsung Electronics (UK) Limited, a company registered in England and Wales. Our company registration number is 3086621 and our registered office is at 1000 Hillswood Drive, Chertsey, Surrey KT16 0PS.

2.2 **How to contact us.** You can contact us by telephoning our customer service team at 0330 SAMSHOP (726 7467) or by writing to us at support@samsunguk.zendesk.com

2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. THE TRADE IN PROGRAMME - OVERVIEW

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

opted to purchase your handset through a credit facility or through the Samsung Upgrade Programme), be able to take part in the Trade In Programme.

- 3.3 The offer to take part in the Trade In Programme is available to consumers only; it is **not available to business customers**.
- 3.4 Your participation in the Trade In Programme is subject to you providing the Existing Handset to us within 7 days of receiving your New Handset. The Existing Handset must meet the minimum requirements set out in clause 5.2. Should you fail to provide the Existing Handset to us within 7 days of receipt of your New Handset you will be required to return your New Handset to us, or you will be asked to pay back the upfront discount you received. Failure to provide your New Handset or payment, to Samsung will result in legal proceedings being taken against you to recover the device.
- 3.5 Please note that existing Upgrade Programme members who are part way through the term of their Upgrade Programme membership may not trade an Existing Handset which was purchased through the Upgrade Programme to take part in the Trade In Programme. It is a requirement of the Upgrade Programme membership that you return your original Existing Handset at the point when you upgrade.
- 3.6 **Other than as specified in these terms and conditions, our standard Terms and Conditions of Sale** (which can be found [here](#)) will govern your purchase of the handset and any other products purchased from our website.

4. PROVISION OF FINANCE/UPGRADE PROGRAMME

- 4.1 If you opt to pay for your new handset either through finance, or by entering into the Samsung Upgrade Programme, we act as a credit broker and not a lender and will introduce you to your chosen credit provider.
- 4.2 If you are taking part in the Trade In Programme in order to receive a discount on the amounts payable to us under the Samsung Upgrade Programme, the Terms and Conditions for the Samsung Upgrade Programme (which can be found [here](#)) will also apply. Our chosen credit provider for the Samsung Upgrade Programme is Klarna Bank AB.
- 4.3 Where you decide to enter into a credit facility (other than through the Samsung Upgrade Programme) in order to purchase your handset, our chosen credit provider is PayPal. **The terms set out at clauses 4.4, 4.5 and 4.6 below will apply to you.**
- 4.4 You will need to enter your details via PayPal's website so that PayPal can carry out any relevant credit checks.
- 4.5 If your application is successful, you will be able to enter into a credit facility on terms to be provided by your chosen credit provider. Please ensure that you read the terms of the credit facility carefully before signing. Failure to make repayments under this credit facility may have a negative impact on your credit rating and you may incur interest and charges.

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

5. TRADING IN YOUR EXISTING HANDSET

- 5.1 If you decide to take part in the Trade In Programme, you must provide your Existing Handset to us. The Existing Handsets set out in Appendix 1 to these Terms and Conditions are acceptable for the purposes of the Trade In Programme.
- 5.2 Please note that **the option to receive the full value of discount for your Existing Handset is only available if your Existing Handset meets the requirements set out below (“Minimum Requirements”)**:

Minimum Requirements

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

- It must power on/up and hold charge
 - It must be fully functional and must have no software or hardware faults
 - It must only have normal wear and tear - there must be no damage or blemishes to screen/LCD and the casing around the device including the camera lens must not be cracked. No level of liquid damage is acceptable.
 - It must have a fully functioning display and have no cracked screen
 - It must not be blacklisted - each device must be eligible to pass all lost/stolen registers
 - It must be factory reset and have no software locks - the device must have any personal account locks removed and the device must be reset to remove personal data, all devices must have their iCloud or Google accounts removed or custom MDM accounts removed.
 - It must not be PIN locked and must not have an have ‘Activation Lock’ or ‘iCloud Lock’ activated
 - It must include its battery within the casing and must not have any missing parts
 - It must not be crushed, bent in half or liquid-damaged
 - It must not be “jail-broken” or “Knox warranty void” and the firmware must not have been altered
 - It must be original and meet the manufacturer’s original EU specifications (and is not personalised with any custom engraving). For example, the entire colour of the device must match the original manufacturer’s specification.
- 5.3 Please note that we inspect all Existing Handsets which are provided as part of the Trade In Programme. If the Existing Handset which you are proposing to provide to us **does not meet the Minimum Requirements**, then we, or the third party company we use to inspect the

Existing Handsets (MTR Group Limited) will contact you and notify you of this within 10 days. If your Existing Handset does not meet the Minimum Requirements, a surcharge of up to **£100** will be payable to MTR Group Limited. MTR will contact you advising how much surcharge is due (depending on the extent your Existing Handset does not meet the minimum requirements) and how to make payment in these circumstances. If you have any concerns about the inspection of your Existing Handset, or wish to discuss the result of this inspection, please contact MTR on 0333 207 9676 or helpdesk@samsungrecycle.co.uk.

- 5.4 You will be provided with prepaid return packaging materials to allow for the safe provision of your Existing Handset to us. You should ensure that the handset is provided to us within 7 days of receiving your New Handset. **If you do not send your trade-in device within the specified timeframe, then unless you return your new device, Samsung will deduct a sum equal to the discount you receive for trading in your existing device from your payment card.** Please ensure that you back up any photos, files and other data which you have stored on the Existing Handset, and remove the sim card and memory cards before providing the Existing Handset to us. On receipt of the Existing Handset, all data stored on it will be securely wiped. We are not able to recover any data stored on an Existing Handset which has been provided to us.
- 5.5 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 Entering into the Trade In Programme does not prevent you from exercising your rights to cancel your order during the 28 day cooling off-period provided for in our standard Terms and Conditions of Sale.
- 6.2 Full information about your rights to return a defective product in line with our Returns Policy can be found in our standard Terms and Conditions of Sale http://www.samsung.com/uk/estore/static/link_terms_and_conditions_of_sale.html .
- 6.3 If you exercise your right to cancel and return your product during the 28 day cooling off period, or if we have agreed to pay you a refund because the product we have provided you with is defective, we will endeavour to return your Existing Handset to you, but we cannot guarantee its return. In the event that we are unable to recover your Existing Handset, we will provide you with a cash equivalent price for the Existing Handset, based on the price currently payable for your Existing Handset on the Samsung Recycle website (www.samsungrecycle.co.uk). Any such cash payment will be made by MTR, on behalf of Samsung.

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

7. HOW WE MAY USE YOUR PERSONAL INFORMATION

7.1 **How we will use your personal information.** We will use the personal information you provide to us in accordance with the terms of our privacy policy, which can be found here: <http://www.samsung.com/uk/info/privacy>

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

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

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

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

8. OTHER IMPORTANT TERMS

8.1 **Other than MTR Group Limited, in relation to clause 5.3 above, nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

8.2 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

8.3 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

8.4 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

Appendix 1

List of applicable Existing Devices

<u>Make</u>	<u>Model</u>
Samsung	Galaxy Note10 4G
Samsung	Galaxy Note10 Plus 4G
Apple	iPhone XS Max
Apple	iPhone XS
Apple	iPhone XS Max
Apple	iPhone XS
Apple	iPhone XS Max
Samsung	Galaxy S10 Plus
Apple	iPhone XS
Samsung	Galaxy S10 Plus
Samsung	Galaxy S10
Samsung	Galaxy S10 Plus
Apple	iPhone X
Apple	iPhone XR
Samsung	Galaxy S10
Apple	iPhone X
Apple	iPhone XR
Apple	iPhone XR
Samsung	Galaxy S10E
Samsung	Galaxy Note9
Samsung	Galaxy Note9
Apple	iPhone 8 Plus
Apple	iPhone 8 Plus
Apple	iPhone 8
Samsung	Galaxy S9 Plus
Samsung	Galaxy S9 Plus
Samsung	Galaxy S9 Plus Hybrid SIM
Samsung	Galaxy S9 Plus Hybrid SIM
Apple	iPhone 8
Samsung	Galaxy S9
Samsung	Galaxy S9 Hybrid SIM
Apple	iPhone 7 Plus
Apple	iPhone 7 Plus
Samsung	Galaxy S8 Plus
Samsung	Galaxy S8 Plus Dual SIM
Apple	iPhone 7 Plus
Samsung	Galaxy Note8
Samsung	Galaxy Note8 Dual SIM
Samsung	Galaxy S8
Samsung	Galaxy S8 Dual SIM
Apple	Any other Apple
Misc	Any other Android

