

## **SAMSUNG INSTANT TRADE-IN PROGRAM**

### **CUSTOMER TERMS AND CONDITIONS FOR PARTICIPATING IN THE SAMSUNG TRADE-IN PROGRAM**

#### **1. GENERAL**

- 1.1 You are entering into these Terms and Conditions with Samsung Electronics New Zealand Limited ("Samsung", "Us" or "We").
- 1.2 Samsung has contracted with The Warranty Group Australasia Pty. Ltd. a company incorporated in Australia and registered in New Zealand with NZ Co No 2367681 of Unit 3, Level 2, 73 Manchester Street, Christchurch 8011, New Zealand ("Assurant") to provide this Samsung Instant Trade-in Program. Assurant will be the entity that buys the Eligible Device from You under, and subject to, these Terms and Conditions.
- 1.3 Capitalised words in these Terms and Conditions have the meanings set out in clause 11.

#### **2. INFORMATION ABOUT THE PROGRAM**

- 2.1 Subject to these Terms and Conditions, you will use the Trade-in portal in Samsung.com ("Portal"). The Portal will give you the opportunity of getting an estimate quote for your Old Device and, where applicable, get a discount off the Purchase Price of New Samsung Device.

#### **3. THESE TERMS AND CONDITIONS**

- 3.1 Please read these Terms and Conditions carefully. Your participation in the Program is subject to Your compliance with these Terms and Conditions. These Terms and Conditions outline Your responsibilities under the Program and provide You with other important information.

#### **4. ELIGIBILITY**

- 4.1 To be eligible to participate in the Program, You must:
  - (a) be a New Zealand resident who is at least 18 years old;
  - (b) be capable of entering into a binding contract;
  - (c) own an Old Device that Qualifies for the Program;
  - (d) be the legal and rightful owner of Your Old Device with no third party having the right to claim any interest, right or ownership of Your Old Device (i.e. not subject to buy now pay later or hire purchase contracts with money still owed on the Old Device);
  - (e) confirm Your Old Device has not been reported lost or stolen;
  - (f) purchase a New Samsung Device Online at the same time that You trade-in Your Old Device to Assurant;
  - (g) not trade-in more than two Old Devices in a single transaction on Online;
  - (h) send Your Old Device to Assurant in accordance with Assurant's or Samsung's instructions, within the specified time frames;
  - (i) provide authority for Us (and Our agents or service providers) to Tokenise your credit card, to enable Us to charge You the Discount Amount or Mis-Grading Device Fee if applicable in accordance with clause 6.2; and
  - (j) have sufficient funds remaining on your Payment Card to enable Us to charge You the amounts set out in clause 6.2, until Assurant receives Your Old Device, completes their final assessment of Your Old Device and the trade-in transaction is completed.

#### **5. TRADING-IN YOUR OLD DEVICE**

- 5.1 To participate in the Program, You will need to:

- (a) accurately answer questions about Your Old Device; and
  - (b) confirm that Your Old Device Qualifies for the Program.
- 5.2 Once You validate Your IMEI and reply to the device assessment questionnaire:
  - (a) You will be advised of the discount that You will receive off the Purchase Price of a New Samsung Device if You purchase Your New Samsung Device Online and trade-in Your Old Device to Assurant; and
  - (b) You will be provided an estimate quote based on the answers you provide related to the condition of your old device that You can use to apply the discount at the point of sale when purchasing Your New Samsung Device Online from Samsung.
- 5.3 You have 24 hours from receiving the estimate quote to accept it by purchasing Your New Samsung Device Online from Samsung, or such other time period as determined by Us or Assurant.
- 5.4 When You accept the estimated quote to purchase a New Samsung Device Online, You agree to Samsung (and its agents and service providers) Tokenising Your Payment Details.
- 5.5 You agree that Samsung may use the Payment Details that have been Tokenised to charge You the Discount Amount or Mis-Grading Device Fee if applicable in accordance with clause 6.2.
- 5.6 You can only use the Trade-In discount once per device. The total trade-in value cannot exceed the Purchase Price of Your New Samsung Device purchased Online with Samsung and the minimum Purchase Price of your New Samsung Device remaining after the trade-in value has been applied (as well as any other discounts) must be at least NZD\$1. Trade-in credits are not otherwise exchangeable, redeemable for cash or able to be used in subsequent transactions.
- 5.7 In using a Trade-in discount to purchase a New Samsung Device, You agree to:
  - (a) post Your Old Device in accordance with the instructions set out in these Terms and Conditions so Assurant can undertake a final assessment of Your Old Device to validate that it Qualifies for the Program; and
  - (b) Us or Assurant undertaking a final assessment of Your Old Device to:
    - i. confirm whether Your Old Device Qualifies for the Program when we receive Your Old Device; and
    - ii. determine whether Your Old Device has been Mis-Graded; and
  - (c) Assurant accepting Your offer without further communication with You after they have completed their final assessment of Your Old Device, at which point You enter into a contract for the sale of Your Old Device to Assurant and ownership of Your Old Device will immediately transfer to Assurant.
- 5.8 Within seven days after the date on which You receive Your New Samsung Device, You must return Your Old Device to Assurant in accordance with the return instructions set out in clause 7 of these Terms and Conditions.

## **6. INFORMATION ABOUT PRICING**

- 6.1 If participating in this Program, You will need to use a valid Payment Card to purchase Your New Samsung Device Online.
- 6.2 You authorise Us to charge Your Payment Card one or more of the following fees:
  - (a) the Device Non-Return Fee and any trade-in boosts or bonus if You don't send Your Old Device within seven days of receiving Your New Samsung Device in accordance with our instructions;
  - (b) the Device Non-Return Fee and any trade-in boosts or bonus if We, or Assurant, suspect or have reasonable grounds to suspect, that you are acting in a manner that is fraudulent, illegal or involved in any criminal activity; or

- (c) the Mis-Grading Device Fee if Assurant determines following an assessment, that you sent a Mis-Graded Device.

6.3 You agree that if Samsung is, for any reason, unable to charge Your Payment Card for any of the amounts set out in clause 6.2, Samsung will seek repayment of such amounts through debt collection at Your cost (including any fees or additional costs associated with debt collection).

## **7. YOUR RESPONSIBILITIES**

7.1 Before posting Your Old Device to Assurant:

- (a) We recommend that You back up any files, photos or other data which You have stored on Your Old Device.
- (b) You must remove the SIM card, memory card and any personal or confidential data.
- (c) You must remove any corporate MDM (Mobile Device Management), iCloud or Google Account(s) from your device(s).
- (d) You must remove all screen locks.

7.2 When posting Your Old Device to Assurant:

- (a) use the shipping label that is generated from the Assurant portal link provided in the shipping instruction email or as is otherwise provided to you by Assurant;
- (b) before you can generate a shipping label, you will need to upload an image of an approved form of identification, being: Your current passport; or Your current New Zealand or overseas driver's licence (containing Your photo); or Your current New Zealand student photo identification card; and
- (c) drop-off the parcel to any NZ Post Shop, making sure is placed in a sturdy box or adequately wrapped so as to protect the Old Device from damage, within seven days of receiving Your New Samsung Device. Please note that your device will be assessed based on the condition in which it arrives to Assurant's warehouse.

## **8. LIABILITY**

We will not be liable or responsible for any failure to perform, or any delay in the performance of, any of Our obligations under these Terms and Conditions that is caused by events outside Our reasonable control or due to Our compliance with any applicable laws or regulations. Nor shall We or Assurant be liable for any damage to the Old Device in transit to Assurant.

## **9. PRIVACY AND INFORMATION SHARING**

In order to fulfill your trade-in request, Samsung will share your contact information with Assurant and each of Samsung and Assurant's respective third parties and vendors and/or as provided in the Samsung Privacy Policy and the Assurant Privacy Policy. Please see Samsung's Privacy Policy at <https://www.samsung.com/nz/info/privacy/> and Assurant's Privacy Policy at [www.assurant.nz/privacy-policy](http://www.assurant.nz/privacy-policy) for more information.

## **10. MISCELLANEOUS**

10.1 We may preclude You from participating in the Program if at any time We reasonably believe that:

- (a) You are using the Program (whether intentionally or not) in a way that may adversely impact the reputation of Samsung or any of its partners, or Assurant;
- (b) You are using the Program in a manner which is, or is reasonably believed to be fraudulent, illegal or related to any criminal activity or intended to make a commercial gain;

- (c) You have breached these Terms and Conditions; or
- (d) You have provided Us with incorrect, false or incomplete information.

10.2 If a provision of these terms is invalid or unenforceable, it may be severed from these terms and the remaining provisions of these terms and conditions continue in force.

10.3 Other than as specified in these Terms and Conditions, Samsung's Customer Terms and Conditions of Sale (available [here](#)) will govern Your purchase of a New Samsung Device Online and any other products purchased from Samsung Online.

10.4 **Privity – Assurant** : The promises made by You in favour of Samsung or Assurant in these Terms and Conditions are intended by You to create an obligation enforceable by Assurant.

10.5 These Terms and Conditions will be governed by and construed in accordance with the laws of New Zealand.

## 11. DEFINITIONS

11.1 In these Terms and Conditions, the following words have the following meanings:

**"Acceptable Damaged Device"** means an Eligible Device which has an acceptable level of damage as determined by a series of functional tests and device condition assessments performed using the Smart Trade-in App.

**"Device Non-Return Fee"** means a fee which is equal to the Discount Amount.

**"Discount Amount"** means the discount advised to you in accordance with clause 5.2(a).

**"Eligible Device"** means a smartphone of a make and model that is eligible for participation in the Program, as determined by Us.

**"Old Device"** means a device that You own and that you wish to trade-in.

**"Good Working Order Device"** means an Eligible Device which is in good working order as determined by a series of functional tests and device condition assessments performed using the Smart Trade-in App.

**"Mis-Graded"** or **"Mis-Grading"** means that Your Old Device has been incorrectly assessed using the Smart Trade-in App as a result of misrepresentations You have made to Us about Your Old Device based upon the status of the Old Device when it arrives at Assurant.

**"Mis-Graded Device"** means Your Old Device has been Mis-Graded.

**"Mis-Grading Device Fee"** means a fee which is equal to the difference between the following amounts:

- (a) Discount Amount; and
- (b) the fair market value of Your Old Device once grading is confirmed by Assurant.

**"New Samsung Device"** means a new Samsung smartphone that is available for You to purchase Online from Samsung and is an Eligible Device for the purposes of the Program (Eligible Devices for the purpose of the Program will be labelled as such Online).

**“Online”** means the Samsung eStore, which is available at <https://www.samsung.com/nz/>

**“Payment Card”** means a valid New Zealand issued credit or debit card that is accepted as a form of payment at when purchasing a New Samsung Device Online.

**“Program”** means the Samsung Trade-in Program.

**“Purchase Price”** means the price payable for a New Samsung Device as advertised by Samsung Online as at the date You participate in the Program.

**“Qualifies”** means that Your Old Device is an Eligible Device that is an Eligible Device that is either a Good Working Order Device or an Acceptable Damaged Device.

**“Tokenising”** or **“Tokenised”** means the process of securely storing Your Payment Card details

**“You”** and **“Your”** means you, being an individual who meets the eligibility criteria in clause 4 of these Terms and Conditions.