

## SAMSUNG ELECTRONICS NEW ZEALAND LIMITED

### ONLINE STORE TRADE UP PROGRAM TERMS AND CONDITIONS

#### 1 GENERAL

- 1.1 By proceeding with your purchase and by participating in the Samsung Trade Up (the “**Program**”), you accept and agree to enter into these terms and conditions (the “**Terms and Conditions**”) with Samsung Electronics New Zealand Limited (“**Samsung**”, “**we**”, “**us**”, or “**our**”).
- 1.2 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.

#### 2 TRADE UP PROGRAM

- 2.1 Subject to these Terms and Conditions, you will use the Trade Up tool and associated links in Samsung.com, which will contain instructions that provide you with the opportunity to receive a Trade Up Instant discount (“**Trade Up Discount**”) for trading your old television (“**Existing Appliance**”) to facilitate the purchase of a new Samsung Television product (“**Purchased Product**”).
- 2.2 The Trade Up Discount you receive for trading your Existing Appliance is solely to facilitate the purchase of the Purchased Product in the one (1) transaction. The Trade Up Discount is not a valuation and is not considered a Trade Up value for the Existing Appliance.
- 2.3 Existing Appliance(s) have zero value and are not returnable. If you return the Purchased Product for a refund (for any reason) you will not receive any amount, value, credit, or payment for:
  - (a) the participating Existing Appliance; or
  - (b) the Trade Up Discount amount.
- 2.4 You may only Trade one (1) Existing Appliance for each Purchased Product, and you will receive only one (1) Trade Up Discount per checkout transaction on samsung.com
- 2.5 You agree by participating in this Program, you will fully dismount and uninstall, including disconnecting and wiping all data, as applicable, from your Existing Appliance and ensure it is ready for collection at the same time we (or an agency appointed by us) deliver your Purchased Product. Samsung is not responsible for any data (including personal data) or loss of data (including personal data) in your Existing Appliance.
- 2.6 On delivery of your Purchased Product, we (or an agency appointed by us) will collect your Existing Appliance. If your old TV appliance is not available for collection, Samsung reserves the right to
  - (a) deliver your Purchased Product without collection of your Existing Product. A new collection date will not be rearranged.
  - (b) apply a chargeback to you equal to the amount of the Trade-Up Discount you received at the time of purchasing your Purchased Product.

2.7 In the event Samsung agrees to rearrange a new collection date to collect your Existing Appliance, Samsung reserve the right to charge you a collection fee. For the avoidance of doubt and pursuant to clause 2.6, Samsung is under no obligation to rearrange a new collection date, if your Existing Appliance is not ready for collection at the time of the delivery of your Purchased Product. For the terms and conditions governing the delivery of your Purchased Product, please refer to Samsung's [Customer Terms and Conditions of Sale](#).

2.8 You acknowledge that your participating Existing Appliance may be collected, managed, and disposed of by an agency appointed by us.

### **3 ELIGIBILITY**

3.1 To be eligible to participate in the Program, you must:

- (a) be residing in New Zealand;
- (b) be capable of entering into a binding contract;
- (c) own the participating Existing Appliance;
- (d) be the legal and rightful owner of the participating Existing Appliance with no third party having the right to claim any interest, right or ownership of your Existing Appliance;

### **4 PARTICIPATING IN THE PROGRAM**

4.1 Samsung 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;
- (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 breach these Terms and Conditions or Samsung's [Customer Terms and Conditions of Sale](#); or
- (d) you have provided us with incorrect, false or incomplete information.

4.2 Other than as specified in these Terms and Conditions, Samsung's [Customers Terms and Conditions of Sale](#) will govern your purchase of the Purchased Product and any other products purchased from samsung.com. These Terms and Conditions will be governed by and construed in accordance with the laws of New Zealand.

4.3 We reserve the right to refuse the delivery of your Purchased Product if you fail to comply with these Terms and Conditions. For the avoidance of doubt, nothing in these Terms and Conditions shall be construed as limiting or otherwise preventing you from exercising your consumer rights.

### **5 LIABILITY**

5.1 Samsung 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 any agency appointed by us for the Program) be liable for any

damage to the participating Existing Appliance during the collection, management, and disposal of the Existing Appliance.

## **6 PRIVACY AND INFORMATION SHARING**

- 6.1 In order to collect and manage the participating Existing Appliance, Samsung will share your contact information with its business partners and service providers, for the purposes of collecting, managing, and disposing of (as applicable) the Existing Appliance. Please see Samsung's Privacy Policy at <https://www.samsung.com/nz/info/privacy/> for more information.