

SAMSUNG UPGRADE PROGRAMME TERMS AND CONDITIONS

1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we you may take part in our Samsung Upgrade Programme ("Upgrade Programme"), which provides you with the option to apply to exchange your existing handset and upgrade to the latest Samsung Galaxy handset for a limited period before and after the release of that handset.
- 1.2 **Why you should read them.** Please read these terms carefully if you would like to take part in the Upgrade Programme. These terms tell you who we are, the conditions of the Upgrade Programme and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Samsung Electronics (UK) Limited, a company registered in England and Wales. Our company registration number is 3086621 and our registered office is at 1000 Hillswood Drive, Chertsey, Surrey KT16 0PS.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 0330 SAMSHOP (726 7467) or by writing to us at support@samsungukshop.com
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. THE UPGRADE PROGRAMME - OVERVIEW

- 3.1 **How to take part in the Upgrade Programme.** On placing your order for a new handset, you may, if you choose to do so by ticking the relevant box on our website, and if you are successful in passing any relevant credit checks by our chosen credit providers (for further details see below), be able to take part in the Upgrade Programme.
- 3.2 The ability to purchase handsets through finance, and to take part in the Upgrade Programme is available to consumers only; it is **not available to business customers**.
- 3.3 **Taking part in the Upgrade Programme** means that you must purchase the handset by purchasing it in monthly instalments, spreading the payments over a period of 24 months. Please note that in order to qualify for this option, you must purchase a handset only – we are not able to offer finance on other items in your basket (such as sim tariffs,

accessories or other products). Any other items in your basket must be paid for at the time of purchase.

- 3.4 **At the end of the first year of your finance agreement, subject to 3.6, you may, if you choose and are eligible to do so, upgrade to the latest Samsung Galaxy handset.** If you choose to do this, and you meet the conditions set out in these terms regarding the new finance agreement and your existing handset, we will settle the outstanding balance on your original finance agreement provided you are not in arrears and are up to date with payments under the agreement. You will be required to enter into a new 24 month finance agreement relating to the purchase of the new (upgraded) handset. We will notify you if the Upgrade Programme is available to you in any given year.
- 3.5 **Other than as specified in these terms and conditions, our standard Terms and Conditions of Sale** (which can be found [here](#)) will govern your purchase of the handset and any other products purchased from our website.
- 3.6 Please note that the ability to upgrade your handset as part of the Upgrade Programme is offered by us on a **discretionary basis, and the offer to upgrade shall be provided for a limited time only after the release of each new flagship handset.** We will notify you of the closing date in which you can enter into the Upgrade Programme each year. We do not guarantee that the Upgrade Programme will be continue to be offered at the time of the release of our next flagship handset, or otherwise in the future.

4. PROVISION OF FINANCE

- 4.1 **If you elect to purchase your handset by means of a monthly payment plan** (which is a requirement of the Upgrade Programme), your application will be directed to our third party consumer finance service provider Pay 4 Later Limited.
- 4.2 **You will need to enter your details via our website so that we or our chosen provider can carry out any relevant credit checks.** For further details on the use of your personal data as part of this process, please see clause 7 below.
- 4.3 **If your application is successful, you will be able to enter into a 24 month finance agreement** on terms to be provided by Close Brothers Limited. This agreement will be in the form of an unsecured personal loan which you are taking out with Close Brothers Limited. Please ensure that you read the terms of the finance agreement carefully before signing. Failure to make repayments under this finance agreement may have a negative impact on your credit rating.
- 4.4 We act as a credit broker and not a lender and can introduce you to Close Brothers Retail Finance. Terms and conditions apply. Finance subject to status. Applicants must be 18 or over and resident in the UK. Finance provided by Close Brothers Retail Finance, a trading style of Close Brothers Limited — a subsidiary of Close Brothers Group plc. Registered office: 10 Crown Place, London, EC2A 4FT. Authorised by the

Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

- 4.5 As mentioned at clause 3.3 above **if, after 12 months, you decide to upgrade to a new handset**, your application is successful, and (if applicable) you meet the requirements regarding your existing handset set out in this agreement, we will, provided you are not in arrears and are up to date with payments under the agreement, Once we have received, inspected and confirmed the eligibility criteria we will settle the outstanding balance on your initial finance agreement with Close Brothers Limited on your behalf and you will not be required to make any further payments under the agreement. You must sign up to a new 24 month finance agreement.
- 4.6 **If you either:** (a) do not decide to take part in the Upgrade Programme, or (b) do not pass the credit checks necessary to sign up for a new 24 month finance agreement then you do not need to take any action, but you will remain liable for making the remainder of the payments under your original finance agreement.

5. UPGRADING - RETURNING YOUR EXISTING HANDSET

- 5.1 If you decide to take part in the Upgrade Programme in any year, you must, in order to be eligible for us to settle the balance on your existing finance agreement, return the existing Samsung handset which you purchased from us (the "Existing Handset") to us. We are only able to accept the original flagship Samsung handset which you purchased from us 12 months ago, not any other handset which you may have. **Provided that you follow the rules set out in this clause 5 of the terms and conditions**, on receipt of your handset (in acceptable condition), we will, provided you are not in arrears and are up to date with payments under the agreement, settle the outstanding balance on the existing finance agreement which you have in place with our chosen provider. If you do not wish to return your Existing Handset, you are of course free to purchase a new handset from Samsung, and can choose to pay for it by finance or buy it outright. However, you will remain responsible for making repayments under your existing finance agreement.
- 5.2 At the time when you make the upgrade through our website, you must provide details about the condition of your Existing Handset. Please note that **the option to return your Existing Handset is only available if your Existing Handset is in good condition, and meets the requirements set out below ("Minimum Requirements")**. **We recommend that you purchase a protective cover for handset to ensure that it remains in good condition.**

Minimum Requirements

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

- It must power up
- It must charge when connected to an approved Samsung charger
- The screen must not be cracked and must be in full working order

- All keys and buttons on the Existing Handset must be in full working order
- The wi-fi functionality on the Existing Handset must be fully operational
- The SIM reader in the Existing Handset must work
- Any memory card within the Existing Handset must work
- The speaker and microphone within the Existing Handset must be fully operational
- The Existing Handset must not have suffered any damage from liquid ingress

Cosmetic Grading

The Existing Handset must be received in condition where there are a maximum of 1 or 2 very minor scratches or scuffs. If there are more than 1 or 2 scratches and scuffs, it is likely that you will need to pay a surcharge in order to take part in the Upgrade Programme. If the Existing Handset has heavy scratches, scuffs or dents, or has sustained heavy cosmetic damage, you will not be eligible to take part in the Upgrade Programme. For further details, please see clause 5.3 below.

- 5.3 Please note that we inspect all Existing Handsets which are returned as part of the Upgrade Programme. If the Existing Handset which you are proposing to return **does not meet the Minimum Requirements**, then we will contact you and notify you either that: (a) because of the condition of your Existing Handset, you must pay a surcharge (which may be up to £150) in order for us to bring your Existing Handset in line with the Minimum Requirements, and we will then settle the outstanding balance on your finance agreement, or (b) if your Existing Handset is beyond economic repair, that you are not eligible for us to settle the outstanding balance on the existing finance agreement which you have in place with our chosen provider. If option (a) applies, and you are not willing to pay the surcharge, or if option (b) applies, we will return your Existing Handset to you within 7 working days. **You will remain responsible for making any repayments under your existing finance agreement, and, unless you elect to return your new handset under the 14 day cooling off-period, any repayments under the finance agreement you took out with the new handset.**
- 5.4 If you wish to take part in the Upgrade Programme but do not wish to return your Existing Handset you will remain responsible for making any repayments under your existing finance agreement as well as any finance agreement you take out for the new handset.
- 5.5 If you have any concerns about the inspection of your Existing Handset, or wish to discuss the result of this inspection, please call us on 0330 SAMSHOP (726 7467).
- 5.6 You will be provided with prepaid return packaging materials to allow for the safe return of your Existing Handset to us. **You must ensure that the handset is returned to us within 10 days of you applying to upgrade your handset.** Failure to return your Existing Handset within this time period will mean that we will no longer be able to settle the outstanding balance on your existing finance agreement. **You must then continue to keep up repayments under your existing finance agreement, as well as any repayments under the finance agreement you took out for the new handset.**

- 5.7 Please ensure that you **back up any photos, files and other data** which you have stored on the Existing Handset, and **remove the sim card** before returning 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.
- 5.8 To the extent possible, we ask that you include the box and any original accessories which were included within the box when you return the Existing Handset to us.
- 5.9 At the point at which you have returned your Existing Handset to us, and we have carried out a successful inspection of the Existing Handset (ensuring that it meets the Minimum Requirements) we will, provided you are not in arrears and are up to date with payments under the agreement, settle the outstanding balance on your existing finance agreement. At this point, ownership in the handset will pass from you to us (or a third party nominated by us).

6. YOUR RIGHTS

- 6.1 Purchasing your product by means of a monthly instalment plan 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 Should you exercise your right to cancel and return your product during the 28 day cooling off period, or if we have agreed to pay you a refund because the product we have provided you with is defective, we will cancel your finance agreement with Close Brothers Limited on your behalf. Please can you contact us at the following e-mail address support@samsungkshop.com so that we can carry out this process .
- 6.4 Taking part in the Upgrade Programme does not affect any other statutory rights you may have, including your rights under the Consumer Rights Act 2015 and Consumer Contracts 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 our the terms of our privacy policy, which can be found here:
http://www.samsung.com/uk/estore/static/link_terms_and_conditions_of_sale.html

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

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

7.3 **In order to apply for/ enter into a finance agreement, we will pass your personal information to certain third party companies in order for them to facilitate and provide this finance product to you: at present the companies which we use for this purpose are: Pay 4 Later Limited and Close Brothers Limited.** In order to extend credit to you, these organisations may pass your personal information to credit reference agencies and they may keep a record of any search that they do. These organisations may also send marketing communications to you, unless you notify them that you do not wish them to do this (in accordance with the terms of their privacy policies). In the course of applying for a finance product, you will be redirected to the websites of these organisations. Pay 4 Later Limited and Close Brothers Limited will process your personal data in accordance with their privacy policies, which can be found on their websites.

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

8. OTHER IMPORTANT TERMS

8.1 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

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

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

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