

## TERMS AND CONDITIONS OF SAMSUNG GALAXY TRADE-IN PROMOTION

The following terms and conditions apply to the Promotion (hereinafter – **Terms**).

### Organiser

1. The sellers of Samsung products (hereinafter - **Sellers**) organize Samsung Galaxy Trade-in promotion (hereinafter – **Promotion**).

### General terms of the Promotion

2. The Promotion is in effect in online and offline shops of the Sellers, indicated in [samsung.com/lv/atpirkums/](http://samsung.com/lv/atpirkums/), [samsung.com/lt/grazinimas/](http://samsung.com/lt/grazinimas/), [samsung.com/ee/tagasiost/](http://samsung.com/ee/tagasiost/) (hereinafter – **Shop**).
3. The Promotion is in effect from **2023/03/01 00:00** until **2023/03/31 23:59** (hereinafter – **Promotion period**).
4. The Promotion goods are Samsung smart devices with model No. SM-S911BLIGEUE, SM-S911BZEDEUE, SM-S911BZEGEUE, SM-S911BZGDEUE, SM-S911BZGGEUE, SM-S911BZKDEUE, SM-S911BZKGEUE, SM-S916BLIDEUE, SM-S916BLIGEUE, SM-S916BZEDEUE, SM-S916BZEGEUE, SM-S916BZGDEUE, SM-S916BZGGEUE, SM-S916BZKDEUE, SM-S916BZKGEUE, SM-S918BLIDEUE, SM-S918BLIHEUE, SM-S918BZEDEUE, SM-S918BZEHEUE, SM-S918BZGDEUE, SM-S918BZGHEUE, SM-S918BZGPEUE, SM-S918BZKDEUE, SM-S918BZKHEUE, SM-S911BZKGEUE, SM-S918BZKGEUE, SM-F721BLBGEUE, SM-F721BLVGEUE, SM-F721BLVHEUE, SM-F721BZAGEUE, SM-F721BZAHEUE, SM-F721BZAPEUE, SM-F721BZDGEUE, SM-F721BZDHEUE, SM-F721BZDPEUE, SM-F936BZACEUE, SM-F936BZANEUE, SM-F936BZEBEUE, SM-F936BZECEUE, SM-F936BZKBEUE (hereinafter– **Promotion good**).
5. The offer is valid only for those Promotion goods that are distributed by SIA „Samsung Electronics Baltics“, registration No. 40003963909. This Promotion does not apply to those Samsung goods, that have been distributed by other third parties. The customer at the retailer must make sure that his selected goods are eligible to participate in the Promotion.
6. The Customer shall follow further instructions from the Seller in respect to the Promotion.

### Participation in Promotion online

7. If during the Promotion period the customer purchases the Promotion good at the online Shop and selects an option to trade-in his/her old electronic device, in accordance with the product limitation list mentioned in Clause 24 of these Terms (hereinafter– **Old device**), the customer is entitled to participate in the Promotion as described below.
8. For the purpose of execution of trade-in, the repurchase value of customer's Old device is determined by Foxway OU, registration number: 12703942, address: Killustiku Põik 1, Vahi 60534, Estonia (hereinafter – **Partner**).
9. The amount of the respective trade-in value will be provided to the customer in the form of repayment (bank transfer) after the customer sends his/her Old device to the Partner.
10. In order to receive the repayment after purchase of the Promotion good, the customer shall visit website for trade-in, namely, [www.tagasiost.ee](http://www.tagasiost.ee) in Estonia,

[www.atpirkums.lv](http://www.atpirkums.lv) in Latvia or [www.senainauja.lt](http://www.senainauja.lt) in Lithuania, indicate IMEI code or Serial number (only for products without sim-card) of the purchased Promotion good, information on purchase and perform self-evaluation of the trade-in value of his/her Old device and finish registration on the website within 7 days from the date of purchase of Promotion good. The customer acknowledges that this self-evaluation value is illustrative, approximate and it may fluctuate. The exact trade-in value will be established by the Partner.

11. After self-evaluation is carried out by the customer, he/she shall hand over his/her Old device and signed trade-in agreement to the assigned parcel delivery service for delivery of the Old device and agreement to the Partner within 14 days from the registration on website. The delivery is free of charge. In case the customer does not provide his/her Old device for trade-in or the signed trade-in agreement to the Partner by the indicated term, the customer will not be entitled to receive a repayment.
12. Before the customer hands over his/her Old device to the assigned parcel delivery service, the customer shall remove Old device from all associated customer accounts including but not limited to Google account (for all Android devices), Samsung Account (for Samsung devices), iCloud (for iOS devices), and make full factory reset on the Old device. The customer is recommended to create backup copy to avoid of losing valuable information.
13. Only one Old device can be traded in.
14. The customer will receive repayment in the amount of evaluation value confirmed or updated by the Partner after the evaluation has been performed by the Partner. The repayment will be performed after lapse of statutory withdrawal rights' period (14 days).
15. No repayment will be paid to customer in the event customer uses statutory withdrawal rights in respect of the Promotion goods purchased within this Promotion.
16. The trade-in is performed by the Partner and not Samsung or Sellers. If customer is not satisfied with the trade-in process, he shall turn to Partner directly.
17. The customer shall always check and agree with the terms and conditions that are available on the website for trade-in, namely, [www.tagasiost.ee](http://www.tagasiost.ee) in Estonia, [www.atpirkums.lv](http://www.atpirkums.lv) in Latvia and [www.senainauja.lt](http://www.senainauja.lt) in Lithuania, which will be applicable to the online trade-in transaction, and shall always make sure that all the requirements are fully complied with.

#### **Participation in Promotion offline**

18. If during the Promotion period the customer purchases the Promotion good at the Shop, where the Seller instructs the customers for the trade-in to be performed in-store in order to participate in the Promotion, and selects an option to trade-in his/her Old device, the customer is entitled to participate in the Promotion as described below.
19. Repurchase value is provided to the customer in the form of discount when the customer buys the Promotion good and hands over his/her Old device to the Shop at the time of purchase of the Promotion good. In case the customer does not provide his/her Old device to trade-in to the Shop, the customer will not be entitled to receive a trade-in value.
20. Before the customer hands over his/her Old device to the Shop's personnel, the customer shall remove Old device from all associated customer accounts including

but not limited to Google account (for all Android devices), Samsung Account (Samsung devices), iCloud (for iOS devices), and make full factory reset on the Old device. The customer is recommended to create backup copy to avoid losing valuable information.

21. Only one Old device can be traded in.
22. In case the price for the chosen Promotion good is less than the sum of trade in value of Old device, Shop is not obliged to pay out the difference, nor shall it be paid by the Partner.

### **Evaluation of Old devices**

23. It is expected that the Old device, which the customer provides for trade in, will be in used condition. Old device must not be in disassembled form. Old device must be in one piece as originally assembled by manufacturer. Old device and all of its parts must be original - no fake Old devices or Old devices with third party replacement parts will be accepted.
24. The list of Old devices, that are valid for the Promotion, is accepted by the Partner. To make sure if your Old device is valid for the Promotion, please refer to the device evaluation tool available at [www.atpirkums.lv](http://www.atpirkums.lv) in Latvia, [www.senainauja.lt](http://www.senainauja.lt) in Lithuania, [www.tagasiost.ee](http://www.tagasiost.ee) in Estonia. If the Old device model is available in the device list during search, the Old device is considered as valid for the Promotion, provided that it complies with the requirements laid down in Clause 23 of these Terms. If the Old device model is not found by using the search tool, then the device is not valid for the Promotion.
25. Within this Promotion the minimum value that can be received for Old device is 100€ and maximum value for Old device in best condition is 700€. The Old device value depends on the device's condition, model and market fluctuations.
26. If the customer participates in this Promotion online, the Partner will evaluate the Old device and will either confirm the value created during customer's self-evaluation value or update value based on actual device condition.
27. The final Old device evaluation value will be determined solely by the Partner. The Sellers do not guarantee any outcome for an evaluation in any manner or under any circumstances. The Sellers are not responsible for the Partners evaluations, therefore, if the customers have any questions in regards to the evaluation procedures, they are advised to contact the Partner directly.
28. If the customer participates in this Promotion offline, the Seller's personnel will evaluate the Old device in strict compliance with the instructions of the Partner and will apply the discount to the price of the Promotion Good accordingly.
29. Upon participation in the Promotion the customer must acknowledge that the evaluation of the Old device is fully dependent on the Partner and when handing over the Old device to the Partner (online or offline) that customer waives any rights to object to the final value of the Old device and present any claims against the Partner, the Seller and/or SIA „Samsung Electronics Baltics”.

### **General terms**

30. The Promotion is intended only for customers in retail sales and is not related to goods acquired with a purpose of further sale.
31. General terms of sale and delivery of the Shop apply, except where the Seller or these Terms expressly provide otherwise.

32. The customer shall not be entitled to repayment or discount, if it is found that the customer disregarded these Terms, or the customer has unfairly affected course of this Promotion.
33. The Sellers reserve the right to change or terminate the Terms at any given time without a prior notice, provided that the changes are made reasonably and in accordance with the applicable requirements of the regulatory enactments.
34. The Sellers are not responsible for the suspension of the Promotion due to force majeure, international and national sanctions or other circumstances which the Sellers cannot control.
35. The customer agrees that the Sellers are not liable for any injuries, loses or damages incurred in connection with the Promotion, so far as permitted by the applicable regulatory enactments.
36. If the customer has complied with the Terms of Promotion, however, the Partner refuses to provide the repurchase value payment for the Old device, the customer shall turn with a claim to the Partner. The Sellers and/or SIA „Samsung Electronics Baltics” are not responsible for restrictions or amendments effected by the Partner in relation to the Promotion.
37. The execution of the Promotion is regulated by the regulatory enactments of the Republic of Latvia. Any disputes relating to the Promotion shall be settled in the courts of the Latvian Republic.
38. Complaints about the Promotion can be submitted until **2023/05/31**, calling or writing to the call centre:

**Estonia: 800-7267, [info@samsung.ee](mailto:info@samsung.ee)**

**Latvia: 8000-7267, [info@samsung.lv](mailto:info@samsung.lv)**

**Lithuania: 8800-77777, [info@samsung.lt](mailto:info@samsung.lt)**