



TERMS AND CONDITIONS OF USE ("TERMS OF USE") FOR PARTICIPATION IN THE SAMSUNG TRADE-IN PROGRAM ("PROGRAM")

For galaxyupgrade.ca only

1. **INTENDED AUDIENCE USE:** The purpose of this Program is to provide to you with the trade-in value of your used device when you purchase a new Samsung device. Samsung Electronics Canada Inc. ("Samsung") provides the trade-in quotation tool ("Tool") to you, a Consumer ("Consumer", "you" or "your") in connection with the Program. Your use of the Tool and your participation in the Program is subject to these Terms of Use, as they may be amended from time to time.

The purpose of the Tool is to evaluate the Trade-In Value (as defined herein) of your used device and any promotional credit eligibility (as defined herein).

If you have any questions about the Program or these Terms of Use please contact us at 1-855-254-4747 or info.seca@samsung.com

The Tool available on galaxyupgrade.ca ("Site") and all the information, communications, software, scripting, photos, text, video, graphics, music, sounds, images and other materials and services found on the Site (collectively "Content"), is owned by Samsung and is intended for the lawful use of your participation. You acknowledge that Samsung reserves the right in its sole discretion to refuse or terminate access to the Tool by you at any time. This Tool and its entire contents, features and functionality are owned and managed by Samsung, however, Samsung's third-party provider, Assurant Services Canada Inc. ("Assurant"), is responsible for providing shipping labels, inspection of all devices, assessing and issuing payment of the final Trade-In Value.

Definitions

Trade-In Value: Trade-In Value is the value as assessed by the Tool based upon the manufacturer, model, and condition of the device as stated by you.

Promotional Credits: Promotional Credits are any additional Credits offered to participants of the Program above the Trade-In Value as assessed by the Tool.

2. **ACCEPTANCE OF TERMS:** You acknowledge and agree that neither Samsung nor its third-party provider, Assurant, shall have any legal, equitable or other liability of any kind to you as it relates to your voluntary participation in this Program.

Further, you acknowledge you have read and agree to be bound by these Terms of Use and to comply with all applicable laws and regulations, including without limitation Canada export and re-export control laws and regulations regarding the transmission of technical data exported from Canada. By your participation in the Program and your continued use of the Tool, you agree to each of the terms and conditions set forth. You further agree to comply with all local laws, regulations and rules regarding online conduct and acceptable Content. You represent you have the legal authority to accept these Terms of Use on behalf of yourself or any party you represent. If you do not agree to these terms, you will be prohibited from using the Tool or participating in the Program.

3. **SCOPE AND EFFECTIVE DATE OF TERMS OF USE:** These Terms of Use apply to your use of the Tool offered on the Site and your participation in the Program.

4. ENTIRE AGREEMENT, SEVERABILITY, APPLICABLE LAW AND LIMITATION OF ACTIONS FOR USE OF THE TOOL:

The Terms of Use govern your use of the Tool and constitutes the entire agreement between you and Samsung superseding any prior agreements (if any) between you and Samsung relating to your use of this Tool. If any provision of these Terms of Use is held to be invalid by any law, rule, order or regulation of any government or by the final determination of any local, provincial or federal court, such invalidity shall not affect the enforceability of any other provision of the Terms of Use. The failure of Samsung to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. By accessing the Tool and your use of the Site, you agree that the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflicts of laws principles, will apply to and govern all matters relating to the use of the Tool, and you agree that any litigation shall be subject to the non-exclusive jurisdiction of the provincial or federal courts in the Province of Ontario. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Tool, or these Terms of Use, must be filed within one (1) year after such claim or cause of action arose or be forever barred. The Section titles in these Terms of Use are for convenience only and have no legal or contractual effect.

5. LIMITATION OF LIABILITY: Any and all transactions processed on the Site offering the Tool are exclusively the responsibility of Samsung and the user. Samsung will not be liable for any damages of any kind arising out of or relating to the use or the inability to use the Tool, its content or links, including but not limited to damages caused by or related to errors, omissions, interruptions, defects, delay in operation or transmission, computer virus, line failure, lost profits and all other direct, indirect, special, incidental, exemplary or consequential damages even if Samsung have been advised of the possibility of such damages. Notwithstanding the foregoing, except as may otherwise be provided by applicable law, your exclusive remedy and the total liability of Samsung to you for all losses, damages, and causes of action, including but not limited to those based on contract, tort, or otherwise, arising out of your use of the Tool, its content or links, shall not exceed the amount you paid to access the Tool.

To the extent permitted by applicable law, neither Samsung nor Samsung's third-party provider, Assurant, will be liable to you for any damages resulting or relating directly or indirectly from your participation in the Program, including, but not limited to, damage, loss or theft of the used device during shipping, or damages due to loss of data.

You must package the used device carefully before shipping to avoid damage in transit. You are responsible for any damage during transit.

Note: Please send us your trade-in device only. Any packaging, whether original or new, and any accessories that you choose to send with your device will be disposed of and cannot be returned to you.

6. RESTRICTIONS ON USE OF CONTENT: © Copyright 2021 Samsung Electronics Canada Inc. All Rights Reserved.

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7. ELIGIBILITY TO PARTICIPATE IN PROGRAM:

- 7.1 Prohibited Conduct. If you choose to participate in this Program, or a promotion or other Samsung sponsored activity on the Site ("Web Site Activity"), you agree to comply with any rules or regulations governing such Web Site Activity. Additionally, as a condition of your continued participation in the Web Site Activity, you agree not to: (1) upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (2) harm minors in any way; (3) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; (4) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Web Site Activity; (5) upload, post, email, transmit or otherwise make available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (6) upload, post, email, transmit or otherwise make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; (7) upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; (8) upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (9) interfere with or disrupt the service or servers or networks connected to the service, or disobey any requirements, procedures, policies or regulations of networks connected to the service; (10) "stalk" or otherwise harass another person or entity; or (11) collect or store personal data about other users. You agree that violation of any of the foregoing, which shall be determined in Samsung's sole discretion, will result in your immediate disqualification from participation in the Web Site Activity, and may result in additional legal actions being taken by Samsung.
- 7.2 Program Requirements. In order to participate in the Program, you must have an eligible used device to trade-in and purchase a new Samsung device. You can identify if the used device is eligible by utilizing the drop-down menus to pick the make, model, and carrier for the used device. If you cannot find the make or model and believe this is in error, you can notify us via the Site's Customer Support page. You may trade-in one used device for each new device you purchase. The Program is open only to legal residents of Canada. You must be the age of majority or older in the province or territory in which you reside in order to participate. The Program is not valid for stolen property or property that does not belong to the Consumer. Ineligible devices will have no redemption value and will be returned to you. The Site is for the exclusive use by consumers and is strictly prohibited for use by wireless dealers or corporate accounts.

Samsung and/or its third-party provider, Assurant, as the case may be, have the right to reject any trade-ins or promotional trade-in submissions where (1) the used device is submitted by anyone other than the user of the used device; (2) there is an invalid proof of purchase; (3) does not meet the condition requirements as stated in Section 11: Condition and Valuation of Used Device; or (4) there appears to be fraudulent intentions. Without a valid proof of purchase, you will not be paid the promotional trade-in amount.

A valid proof of purchase is an original invoice with the vendor (store), Consumer name, date of purchase, model, and IMEI number printed on it.

8. HOW IT WORKS: The Tool will generate a Trade-In Value for your used device based upon the manufacturer, model and condition of the used device as stated by you. If applicable, the Tool may also present available Promotional Credits based upon your used device and new Samsung device that you purchased. You acknowledge that: (1) you understand you are selling the used device in consideration for a credit in the amount of the Trade-In Value (and, if applicable, the Promotional Credits); (2) by accepting the Trade-In Value (and, if applicable, the Promotional Credits), you are transferring full ownership rights of the used device to Samsung's third-party provider, Assurant; (3) you understand the used device will not be returned to you; (4) you are responsible for removal of all personal information before relinquishment of your used device; (5) you have been advised of any return policy regarding the purchase of a new handset or accessory; and (6) you are responsible for deactivating the used device and ensuring you retire any outstanding balance. The Program is a limited time offer and may expire or be terminated at any time without notice.

Note: Please send us your trade-in device only. Any packaging, whether original or new, and any accessories that you choose to send with your device will be disposed of and cannot be returned to you.

Upon acceptance to participate in the Program, a confirmation email will be sent to you which will include a prepaid shipping label and instructions for shipping your used device to Assurant. The used device must be shipped no later than 21 days after you receive the confirmation email. Used devices shipped after 21 days are subject to an adjusted trade-in value. Used devices received after 45 days will be returned to you and the transaction will be considered null and void.

9. DEACTIVATION OF SERVICE: Neither Samsung nor its vendors, third parties, agents or representatives are responsible for previous or subsequent airtime charges accrued to your device prior to or following participation in the Program. Should any airtime charges occur, it is your responsibility to resolve any payments issues.

10. VALID ESN OR IMEI NUMBERS: All used devices must have a valid Electronic Serial Number (ESN), International Mobile Equipment Identity (IMEI) number, or Mobile Equipment Identifier (MEID).

11. CONDITION AND VALUATION OF USED DEVICE: To receive a credit for the full Trade-In Value of your used device, you must accurately state the condition of the used device and have a valid proof of purchase for the new Samsung device purchased. An inspection will be performed by Samsung's third party, Assurant, upon receipt of your used device. All accounts must be removed or turned off, this includes, but is not limited to, Find My iPhone for iOS devices, Find My Mobile and Reactivation Lock for Samsung Galaxy devices, Samsung Knox, Samsung Account, Google Account, and BlackBerry Anti-Theft Protection.

If the used device's condition differs materially from that which you described, including, but not limited to, the used device does not power up, is not fully functional, or has screen or mechanical damage, Assurant reserves the right to unilaterally re-price your used device and offer you an adjusted trade-in value. You will have 14 days to accept or decline the adjusted trade-in value. If you accept, the transaction will be considered complete and payment of the credit will be issued. If you decline, your used device will be returned to you at no cost and the transaction will be considered void. **You must respond within 14 days** or the adjusted trade-in value will be deemed **accepted** by you and the transaction will be considered complete.

Ineligible used devices will have no trade-in value and will be returned to you. All decisions on the condition and eligibility (or ineligibility) of the used device and the amount of the trade-in value to be paid to the Consumer, if any, are in the sole discretion of Samsung and/or Assurant and are final.

12. PAYMENT: In order to receive payment of the credit for the Trade-In Value or adjusted trade-in value along with any Promotional Credit (if applicable), Assurant must first receive your used device and proof of purchase of your new Samsung device (if applicable).

Payment of the credit for the Trade-In Value or adjusted trade-in value along with any Promotional Credit, (if applicable), will be issued in the form of a cheque delivered to you by standard mail via Canada Post. Payments that are mailed and returned will be forfeited.

13. RIGHT, TITLE AND INTEREST IN THE USED DEVICE: You must verify that you own the right, title, and interest in the used device traded-in as part of the Program.

14. RETURN OF USED DEVICE OR CONTENT THEREIN: Once you trade-in your used device, the transaction is final and cannot be cancelled, and the used device will not be returned to you unless you declined an adjusted trade-in value as outlined in section 11. CONDITION AND VALUATION OF USED DEVICE above. There will be no substitutes or replacements provided.

15. REMOVAL OF PERSONAL DATA FROM THE USED DEVICE: You are required to remove any personal data from your used device. You are responsible for any personal data loss for devices in transit. Assurant will wipe each device once it is received at its facility.

16. ACCURACY AND REVISIONS TO CONTENT: Samsung may modify, suspend, withdraw or discontinue, temporarily or permanently, the Content, in whole or in part, at any time without notice. You agree that Samsung shall not be

liable to you or to any third party for any modification, suspension, withdrawal or discontinuance of the Content. These Terms of Use may be revised at any time by updating this posting. By using the Site, you agree to be bound by any such revisions and you agree to periodically visit this page to determine the then current Terms of Use to which you are bound.

17. **TERMINATION OF ACCESS TO THE TOOL:** You agree that Samsung in its sole discretion, may terminate or restrict your use or access to the Tool for any reason, including, without limitation, that Samsung believes you have violated or acted inconsistently with the letter or spirit of these Terms of Use, the terms, conditions, or rules of a sweepstakes, contest, or other promotion contained within the Site.
18. **PRIVACY AND INFORMATION SHARING:** In order to fulfill your trade-in request, Samsung will share your contact information with Assurant and its third parties and vendors. Please see Samsung's Privacy Policy at <https://www.samsung.com/ca/info/privacy/> for more information and Assurant's Privacy Policy at www.assurant.ca/privacy-policy.
19. **FOR ADDITIONAL INFORMATION:** If you have any questions about the terms of the Program, these Terms of Use and Tool that the FAQs page cannot answer, please contact us at 1-855-254-4747, Live Chat or info.seca@samsung.com.