SAMSUNG ELECTRONICS BALTICS TERMS AND CONDITIONS OF SAMSUNG GALAXY TRADE-IN PROMOTION

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

Organiser

 "Samsung Electronics Baltics" SIA, registration No. 40003963909, located at Duntes Street 6, Riga, LV-1013, Latvia (hereinafter - Organiser) together with the sellers of Samsung products (hereinafter - Sellers), for the purpose of promotion of certain Samsung devices, organizes Samsung Galaxy Trade-in promotion (hereinafter -Promotion).

General terms of the Promotion

- 2. The Promotion is in effect during the time period from 2025/01/22 20:00 to 2025/03/31 23:59 (hereinafter Promotion period).
- 3. The territory of Promotion Estonia, Latvia and Lithuania (hereinafter **Promotion territory**)
- 4. Promotion is in effect in the online and offline shops of the Sellers, indicated in
 - samsung.com/lv/atpirkums/
 - samsung.com/lt/grazinimas/
 - samsung.com/ee/tagasiost/

(hereinafter - **Shop**).

Participants

- 5. The Promotion is intended for natural persons and legal entities, who have purchased the goods mentioned in Clause 8 of these Terms.
- 6. Participants under the age of 18 may participate in the Promotion and receive prizes only upon the receipt of a parental consent.
- 7. Legal entity that participates in Promotion should be registered in Promotion territory and with the bank account registered in Promotion territory.

Promotion

- 8. The Promotion goods are Samsung smart devices indicated in Annex I of these Terms (hereinafter- **Promotion good**).
- 9. For purchasing Promotion goods, the buyer (hereinafter **Participant**) is entitled to participate in the Organiser's Promotion in accordance with these Terms. The purchase must occur within the Promotion period, in the Shop, and the products must be advertised with the Trade-in promotion. Products, which are not being advertised to come with the Trade-in offer in the Shop, are not valid for this Promotion.
- 10. The Promotion offer is valid only for those Promotion goods that have been distributed by the Organiser and sold within the Shops. This Promotion does not apply to those Samsung goods that have been distributed by other third parties. The buyer must make sure that his selected goods upon purchase are available and eligible for the

- Promotion in the Shop. The buyer must carefully examine these Terms and Sellers list mentioned in Clause 4 of these Terms to avoid any potential misunderstandings.
- 11. This Promotion is exclusively applicable only to new Promotion goods and is not valid for refurbished products, re-sold or previously used products, products that have been used as demonstration or display items, or otherwise utilized for commercial purposes before.
- 12. If the Participant has any questions regarding the colour, technical parameters, or other details regarding the respective Promotion goods, they must contact Samsung Call centre mentioned in Clause 42 of these Terms or the representatives of a Shop directly.

Trade-in

- 13. The Trade-in foresees re-payment for Participant's old electronic device (hereinafter Old device), in accordance with the product limitation list mentioned in Clause 14 of these Terms (hereinafter– **Old device**), if Participant during the Promotion period purchases the Promotion good at the Shop and chooses one of the fallowing options to trade-in his/hers Old device:
 - 13.1. In physical Seller's shop during the purchase of Promotion good;
 - 13.2. In Seller's online Shop according the particular online shop's terms and conditions;
 - 13.3. By visiting website for trade-in, namely, www.tagasiost.ee in Estonia, www.atpirkums.lv in Latvia or www.senainauja.lt in Lithuania;
- 14. If Participant chooses to trade in his/hers Old device in physical Seller's shop during the purchase old Promotion good, repurchase value is provided to the Participant in the form of discount when the Participant 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 price for the chosen Promotion good is less than the sum of trade in value of Old device, Organizer and Shop is not obliged to pay out the difference, nor shall it be paid by the Partner.
- 15. In case the Participant does not provide his/her Old device for trade-in according to terms of this agreement, the Participant will not be entitled to receive a trade-in value and any additional trade-in benefits if any.
- 16. If Participant chooses to trade in his/hers Old device in Seller's online Shop according the particular online shop's terms and conditions, Participant should carefully introduce him/her-self with the terms and conditions of particular online shop. Organizer is not responsible regarding other Seller's terms and conditions and Participant, in case of claim, should turn to the particular Seller.
- 17. If Participant chooses to trade in his/hers Old device by visiting website for trade-in, namely, www.tagasiost.ee in Estonia, www.atpirkums.lv in Latvia or www.senainauja.lt in Lithuania, the Participant is entitled to participate in the Promotion as described below:
 - 17.1. The amount of the respective trade-in value will be provided to the Participant in the form of repayment (bank transfer) after Participant sends his/hers Old device to the Partner.
 - 17.2. 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**).

- 17.3. The Participant should 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/hers Old device, and finish registration on the website within 7 days from the date of purchase of Promotion good.
- 17.4. 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.
- 17.5. After self-evaluation is carried out by the customer, he/she shall hand over his/her Old device to the assigned parcel delivery service for delivery of the Old device 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 to the Partner by the indicated term, the customer will not be entitled to receive a repayment.
- 17.6. Participant should send only the device registered for Trade-in. Partner does not held material responsibility for packaging, original boxes or accessories sent together with the Old device. All packaging, original boxes or accessories sent together with the Old device will not be returned and will be destroyed immediately.
- 17.7. The Participant 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).
- 17.8. No repayment will be paid to Participant in the event Participant uses statutory withdrawal rights in respect of the Promotion goods purchased within this Promotion. If Participant has not taken a final decision respect of the Promotion goods, Participant should not send the Old phone to Partner for Trade-in.
- 17.9. The trade-in is performed by the Partner and not by Samsung or Sellers. If Participant is not satisfied with the trade-in process, he/she shall turn to Partner directly.
- 18. Before the Participant hands over his/hers Old device, the Participant 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 Participant is recommended to create backup copy to avoid of losing valuable information.
- 19. Only one Old device can be traded in.

Evaluation of Old devices

- 20. It is expected that the Old device, which the Participant 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.
- 21. To make sure if your Old device is valid for the Promotion, please refer to the device evaluation tool available at www.atpirkums.lv in Latvia, www.senainauja.lt in Lithuania, 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 18 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.
- 22. The Old device value depends on the device's condition, model and market fluctuations.
- 23. If the Participant 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.
- 24. The final Old device evaluation value will be determined solely by the Partner. The Sellers do not guarantee Sellers any outcome for an evaluation in any manner or under any circumstances. The or Organizer is not responsible for the Partners evaluations, therefore, if the Participant have any questions in regards to the evaluation procedures, they are advised to contact the Partner directly.
- 25. If the Participant 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.
- 26. Upon participation in the Promotion the Participant must acknowledge that the evaluation of the Old device is fully dependent on the Partner.

Personal data

- 27. The Organiser will use the Participants personal data for the purposes of execution of the Trade-in promotion and compliance with accountancy laws.
- 28. The decision to provide personal data in order to participate in the Promotion is voluntary. However, if the Participant does not provide the required information, they will not be able to receive repayment.
- 29. Personal data of the Participants are processed on the following legal basis: point (a) of Article 6(1) of the General Data Protection Regulation (consent) (hereinafter **GDPR**); point (c) of Article 6(1) of the GDPR (compliance with legal obligation); point (f) of Article 6(1) of the GDPR (legitimate interest to promote Samsung brand and products).
- 30. Where personal data of Participants is processed on the basis of their consent, they are entitled to withdraw their consent at any time. It will not affect the lawfulness of processing based on consent before its withdrawal.
- 31. Personal data will be shared only with third-party service providers and/or group companies of the Organiser who provide services to the Organiser, such as campaign organisation, maintaining and other similar services. These third parties will have access to personal data for the purpose of providing services to the Organiser and/or executing this Promotion.
- 32. Participants' personal data will be stored only as long as necessary for the execution of the Promotion. If a legal action is initiated, the personal data may be stored until the end of such action. If the regulatory enactments require mandatory storage of personal data, the Organiser will follow the respective rules.
- 33. The Organiser acts as a data joint-controller together with Shop and Partner. To request access, corrections, erasure, restriction of processing, object to processing of Participants personal data, use right to data portability, or raise other concerns about handling of their personal data, Participants may make a request to the European data protection officer through GDPR support page, the link of which is available in Privacy Policy available at https://www.samsung.com/lt/ (in Latvian), https://www.samsung.com/lt/ (in Lithuanian) https://www.samsung.com/ee/ (in

Estonian). Participants may also raise complaints about the handling of their personal data to data protection supervisory authority.

General terms

- 34. The Promotion is intended only for end-customer in retail sales and is not related to goods acquired with a purpose of further sale.
- 35. General terms of sale and delivery of the Shop apply, except where the Seller or these Terms expressly provide otherwise.
- 36. The Participant shall not be entitled to repayment or discount or any other benefits, if it is found that the customer disregarded these Terms, or the customer has unfairly affected course of this or other Organizer's Promotion.
- 37. 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.
- 38. 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.
- 39. 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.
- 40. 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.
- 41. 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.
- 42. Complaints about the Promotion can be submitted until **2025/06/30**, calling or writing to the call centre:

Estonia: 800-7267, info@samsung.ee
Latvia: 8000-7267, info@samsung.lv

Lithuania: 8800-77777, info@samsung.lt

Annex 1 – Promotion goods

Promotion is available for the following goods:

Promotional goods	Internal memory	Model number
GALAXY S25	128GB	SM-S931BDBDEUE
GALAXY S25	256GB	SM-S931BDBGEUE
GALAXY S25	128GB	SM-S931BLBDEUE
GALAXY S25	256GB	SM-S931BLBGEUE
GALAXY S25	128GB	SM-S931BLGDEUE
GALAXY S25	256GB	SM-S931BLGGEUE
GALAXY S25	128GB	SM-S931BZKDEUE
GALAXY S25	256GB	SM-S931BZKGEUE
GALAXY S25	128GB	SM-S931BZSDEEE
GALAXY S25	128GB	SM-S931BZSDEUE
GALAXY S25	256GB	SM-S931BZSGEEE
GALAXY S25	256GB	SM-S931BZSGEUE
GALAXY S25+	256GB	SM-S936BDBDEUE
GALAXY S25+	512GB	SM-S936BDBGEUE
GALAXY S25+	256GB	SM-S936BLBDEUE
GALAXY S25+	512GB	SM-S936BLBGEUE
GALAXY S25+	256GB	SM-S936BZKDEUE
GALAXY S25+	512GB	SM-S936BZKGEUE
GALAXY S25+	256GB	SM-S936BZSDEUE
GALAXY S25+	512GB	SM-S936BZSGEUE
GALAXY S25 ULTRA	256GB	SM-S938BZBDEUE
GALAXY S25 ULTRA	512GB	SM-S938BZBGEUE
GALAXY S25 ULTRA	1TB	SM-S938BZBHEUE
GALAXY S25 ULTRA	256GB	SM-S938BZDDEUE
GALAXY S25 ULTRA	512GB	SM-S938BZDGEUE
GALAXY S25 ULTRA	1TB	SM-S938BZDHEUE
GALAXY S25 ULTRA	256GB	SM-S938BAKDEUE
GALAXY S25 ULTRA	512GB	SM-S938BAKGEUE
GALAXY S25 ULTRA	1TB	SM-S938BAKHEUE

GALAXY S25 ULTRA	256GB	SM-S938BZKDEEE
GALAXY S25 ULTRA	256GB	SM-S938BZKDEUE
GALAXY S25 ULTRA	512GB	SM-S938BZKGEEE
GALAXY S25 ULTRA	512GB	SM-S938BZKGEUE
GALAXY S25 ULTRA	256GB	SM-S938BZTDEUE
GALAXY S25 ULTRA	512GB	SM-S938BZTGEUE