Terms and Conditions of Use (“Terms and Conditions of Use”) for Participation in the Samsung Trade-In Program on Samsung.com/ca ("Program")

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 in Canada ("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 and Conditions 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 Trade-In Credits eligibility (as defined herein).

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

The Tool available on samsung.com/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 in the Program. 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 determining the final trade-in value, and, if applicable, determining any Non-Return Charge, Device Condition Charge or Rejection of Adjusted Value Charge (as defined below in Section 11)

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

Please Note: In the event that the Trade-In Value and Promotional Trade-In Credits (if applicable) exceed the purchase price of your new Samsung device, you will not be eligible to participate in this Trade-In Program and the system will display an error message.

2. ACCEPTANCE OF TERMS: You acknowledge and agree that to the fullest extent permitted by applicable law, 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 and Conditions 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 and Conditions 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 AND CONDITIONS OF USE: These Terms and Conditions 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 and Conditions 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 and Conditions 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 and Conditions of Use. The failure of Samsung to exercise or enforce any right or provision of the Terms and Conditions of Use shall not constitute a waiver of such right or provision.

For participants that are not individuals resident in the province of Quebec, 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 and Conditions 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 and Conditions 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. To the fullest extent permitted by applicable law, 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 fullest 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.

6. RESTRICTIONS ON USE OF CONTENT: © Copyright 2021 Samsung Electronics Canada Inc. All Rights Reserved. The unauthorized copying, displaying or other use of any Content from this site may be a violation of the law. You acknowledge having been advised by Samsung. that the Content is protected in Canada and internationally by a variety of laws, including but not limited to, copyright laws and treaty provisions, trademark laws, patent laws and other proprietary rights law (collectively, "Rights"). In addition to Samsung's rights in individual elements of the Content, Samsung, or its licensors, own a copyright in

the selection, coordination and arrangement of the Content. You are hereby granted permission to access the Content from the Site in whole or in part, solely for the purposes of using the Tool and related services found on the Site. This permission terminates automatically if you breach any of these Terms and Conditions of Use. Neither title nor intellectual property rights are transferred to you, but remain with Samsung, who owns full and complete title. You may not resell, decompile, reverse engineer, disassemble, or otherwise convert any software that may be included as part of the Content to a perceivable form. Samsung does not grant you any permission to use the Content other than the permission expressly stated in these Terms and Conditions of Use. All other use of Content from the Site, including, but not limited to uploading, downloading, modification, publication, transmission, participation in the transfer or sale of, copying, reproduction, republishing, creation of derivative works from, distribution, performance, display, incorporation into another web site, reproducing the Site (whether by linking, framing or any other method), or in any other way exploiting any of the Content, in whole or in part, or downloading and using software repeatedly for uses other than those expressly permitted may not be made without Samsung's prior express written consent.

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 be an individual consumer in Canada, and have an eligible used device to trade-in and purchase a new Samsung Galaxy mobile or computing device. You can identify if the used device is eligible by: (i) for Samsung or IOS devices, entering the IMEI number of the used device; or (ii) for all other used devices, utilizing the drop-down menus to pick the make, model, and carrier for the used device; or (iii) visiting the galaxyupgrade website (www.galaxyupgrade.ca) and entering your used device details. 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 eligible 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 individual 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 owner of the used device; (2) the used device does not meet the condition requirements as stated in Section 12: Condition and Valuation of Used Device, or the eligibility requirements described in this section 7.2; or (3) there appears to be fraudulent intentions, or any other violation of these Terms and Conditions of Use.

8. HOW IT WORKS: The Tool will generate an estimated Trade-In Value for your used device based upon the manufacturer, model and condition of the used device as stated by you. You will receive a credit from Samsung equal to the Trade-In Value to use toward the purchase of a new Samsung Galaxy mobile or computing device as offered from time to time by Samsung. The credit will be applied at time of purchase of your new Galaxy mobile or computing device. Credit has no cash value, is single use only, cannot be carried over, and is non-refundable. If applicable, the Tool may also present available Promotional Trade-In 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 towards your purchase of a new Samsung device in the amount of the Trade-In Value (and, if applicable, the Promotional Trade-In Credits); (2) by accepting the Trade-In Value (and, if applicable, the Promotional Trade-In 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 and any other data on the used device 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, cannot be returned to you, and will not alter the Trade-In Value.

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 using the prepaid shipping label no later than 21 days after you receive the confirmation email.

All trade-in transactions may be subject to a Non-Return Charge, Device Condition Charge, or Rejection of Adjusted Value Charge, as outlined in Section 11 and Section 12 of these Terms.

Note: In the event you choose to avail yourself of one of the financing option by Flexiti as your method of payment to purchase your new Galaxy mobile or computing device, Samsung will hold the Trade-In Value of your used device, as applicable, and any Promotional Trade-In Credits, as applicable, on your Flexiti card to account for the Non-Return Charge, Device Condition Charge, or Rejection of Adjusted Value Charge on the trade-in transaction, as outlined in Section 11 and Section 12 of these Terms ("Blocked Flexiti Amount"). Samsung will cancel hold of your Blocked Flexiti Amount on your Flexiti card: (i) fully, if the trade-in transaction is not subject to a Non-Return Charge, Device Condition Charge, or Rejection of Adjusted Value Charge; or (ii) partially, if the trade-in transaction is subjected to a Non-Return Charge, Device Condition Charge, or Rejection of Adjusted Value Charge, and your partially cancelled Blocked Flexiti Amount will be equivalent to Blocked Flexiti Amount less any Non-Return Charge, Device Condition Charge, or Rejection of Adjusted Value Charge.

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. **NON-RETURN CHARGE, DEVICE CONDITION CHARGE, REJECTION OF ADJUSTED VALUE CHARGE : You may be subject to charges as follows:**

- **Device Condition Charge: At the sole discretion of Samsung and/or Assurant you may be offered an adjusted trade-in value if (i) the condition of your used device differs materially from that which you described, (ii) your used device is shipped after 21 days of your receipt of the confirmation email, or (iii) your used device is an international (non-Canadian) device that was initially sold outside of Canada as listed on https://www.samsung.com/ca/trade-in/#faqs (as such list may change from time to time). For clarity, no other international devices will be eligible to be traded-in, or will be offered an adjusted trade-in value, under this Program. If you accept an adjusted trade-in value, or do not respond to the email within the prescribed period of 14 days, Samsung will charge you the difference between the adjusted trade-in value and the Trade-In Value that was applied to the purchase of your new Samsung product, plus applicable taxes ("Device Condition Charge").**
- **Rejection of Adjusted Value Charge: If the condition of your used device differs materially from that which you described, or your used device is shipped after 21 days of your receipt of the confirmation email, at the sole discretion of Samsung and/or Assurant you may be offered an adjusted trade-in value. If you do not accept the adjusted trade-in value, your used device may be returned to you and Samsung will charge you the full amount of the Trade-In Value, and any applicable Promotional Trade-In Credits, that was applied to the purchase of your new Samsung product, plus applicable taxes ("Rejection of Adjusted Value Charge").**
- **Non-Return Charge: If you fail to ship your used device to Assurant, Samsung will charge you the full amount of the Trade-In Value, and any applicable Promotional Trade-In Credits, that was applied to the purchase of your new Samsung product, plus applicable taxes ("Non-Return Charge").**

The maximum amount of the Device Condition Charge, Rejection of Adjusted Value Charge, or Non-Return Charge is the full amount of the Trade-in Value, and any applicable Promotional Trade-in Credits, you initially received on your purchase of a new Samsung device. All amounts are in Canadian dollars.

By participating in the Program, You authorize Samsung to process the above charges, as applicable, to your original payment method that you used to purchase your new Samsung product. If you do not have sufficient credit available on your original payment method, or if your original payment method is no longer valid, Samsung will notify you and you agree to provide an alternative payment method for the Non-Return Charge, Device Condition Charge or Rejection of Adjusted Value Charge, as the case may be.

If the Non-Return Charge, Device Condition Charge or Rejection of Adjusted Value Charge, as the case may be, cannot be processed on your original payment method, and you do not provide an alternate payment method, Samsung reserves the right to refer the matter to a collections agency and/or credit reporting agency, and to retain any trade-in device until payment is made in full.

12. 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. An inspection will be performed by Samsung's third party service provider, 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, Samsung will process the Device Condition Charge as set out in Section 11 and the transaction will be considered complete. If you decline, Samsung will process the Rejection of Adjusted Value Charge as set out in Section 11, and once it has been paid, your used device will be returned to you at no cost, and the transaction will be considered complete. **You must respond within 14 days** or the adjusted trade-in value will be deemed **accepted** without further notice.

Ineligible used devices will have no trade-in value and will be returned to you and Samsung will process the applicable charge as set out in Section 11.

All decisions on the condition and eligibility (or ineligibility) of the used device and the determination of the trade-in value, if any, are in the sole discretion of Samsung and/or Assurant and are final.

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 Sections 11 and 12. There will be no substitutes or replacements provided.

If you return your new Samsung device in accordance with the Samsung return policy and you have already shipped your used device to Assurant, the used device will not be returned to you and you will be issued a cheque for the final trade-in value within 30 days, unless you declined an adjusted trade-in value as outlined in Sections 11 and 12. You will not be eligible for any Promotional Trade-In Credits.

15. REMOVAL OF PERSONAL DATA FROM THE USED DEVICE: You are required to remove any personal data and other information from your used device. You are responsible for any personal data and other information 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 and Conditions 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 and Conditions 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 and

Conditions 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 and Conditions 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.