# Samsung Fold 5 £100 Trade in Offer '24

## **About these Terms**

1. These terms and conditions (**"Terms**") govern the terms on which customers who purchase a Samsung Fold 5 on any service plan directly from Three (**"New Device**") are eligible to receive an additional £100 (**"Reward**") on top of the standard trade-in value of their old device (**"Promotion**").

## Promoter

2. The Promotion is run and operated by Hutchison 3G UK Limited (trading as Three), a company registered in England and Wales with company number 03885486 whose registered office is at Green Park, 450 Longwater Avenue, Reading, Berkshire RG2 6GF ("**Three**", "**Our**", "**We**" or "**Us**"). Devices traded-in under the Promotion are recycled by Our trade-in partner, Ingram Micro Services Limited, a company registered in England and Wales with company number 03591124 whose registered office is at Communications House, Vulcan Road North, Norwich, Norfolk ("**Trade-In Partner**").

## **Promotion period**

 The Promotion will commence at 09:00 on 14<sup>th</sup> of May 2024 and the New Device must be purchased no later than 23:59 on 25<sup>th</sup> June 2024 (the "Promotion Period"). Trade-in claims must be submitted within 14 days of purchasing the New Device ("Trade-In Deadline").

Whilst Three has taken steps to anticipate demand for the Promotion, Three reserves the right to end the Promotion at any time in the event demand is unexpectedly high.

## **Eligibility for the Promotion**

- 4. The Promotion is available to any Three customer who purchases (including upgrades to) a New Device online, via the Three direct website (<u>three.co.uk</u>) (not via an affiliate partner), in any Three store or via the Three customer contact centre within the Promotion Period. Purchases made via any third party (e.g. via any third party website or affiliate partner) shall not be eligible.
- 5. To be eligible to claim the Reward, customers must trade-in any device currently listed by Three by the Trade-In Deadline which meets the conditions set out in the Three Recycle Terms & Conditions (found at <u>http://recycle.three.co.uk/terms</u>) ("Trade-In Conditions"). For this Promotion only, this can include any device listed in a working condition ("Eligible Device").

#### How to claim

- 6. You will need to have received your New Device before claiming your Reward.
- 7. <u>For online trade-ins:</u>
  - a) Once you have your New Device, go to <u>https://recycle.three.co.uk/</u> and follow the trade-in instructions, using the IMEI number of your New Device as the promo code. You must purchase your New Device by 23:59 on 25<sup>th</sup> of June 2024 and claim your Reward by the Trade-In Deadline.
  - b) Once you have submitted your claim, you will then need to send your old Eligible Device to the Trade-In Partner to claim your Reward and trade-in value. Further details on sending your Eligible Device are set out in the Trade-In Conditions.
  - c) On receipt, Our Trade-In Partner will assess your Eligible Device and determine the trade-in value of your Eligible Device as set out in the Trade-In Conditions.

#### 8. For in-store trade-ins:

- a) Once you have your New Device, you can trade-in an Eligible Device in any Three store. You must purchase your New Device by 23:59 on 25<sup>th</sup> of June 2024 and claim your Reward by the Trade-In Deadline.
- b) One of Our retail agents in-store will assess your Eligible Device and determine the trade-in value of your Eligible Device as set out in the Trade-In Conditions.
- 9. The Trade-In Partner will pay the Reward to you at the same time as the trade-in value for your Eligible Device (as determined by, and in accordance with, the Trade-In Conditions).

#### General

- 10. Refunds for any New Device you purchase are subject to the contract you take out with Three for that New Device.
- 11. Under no circumstances will Three (or its parent, subsidiaries and affiliated companies) be liable (unless such liability cannot be lawfully excluded) for any losses, damages, costs or expenses arising from or in any way connected with any errors, defects, interruptions, malfunctions or delays in this Promotion (or any aspects of them), and Three excludes liability, to the fullest extent permitted by law, for any loss or damage caused arising out of or connected to this Promotion.
- 12. Three reserves the right, acting reasonably and in accordance with all relevant legislation and codes of practice, to vary the terms of the Promotion

(including, without limitation, to cancel, modify or supersede the Promotion) by changing these Terms. No correspondence will be entered into by Three.

- 13. Information that participants supply when entering the Promotion will be used only in accordance with these Terms, Three's Privacy and Security policy, and Three's Privacy Notice contained in Section 13 of the Terms and Conditions governing the use of Three Services. See <u>https://www.three.co.uk/terms-conditions</u>.
- 14. If any provision of these Terms is held by any competent authority to be invalid or unenforceable, in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question will not be affected.
- 15. In the event of any conflict or inconsistency between these Terms and the Trade-In Conditions, these Terms shall prevail.
- 16. These Terms and any contract entered into between Three and you will be governed by English law.