

Samsung Enhanced Partnership Programme (EPP) Terms and Conditions

The Samsung Enhanced Partnership Programme (“**Programme**”) is a benefit programme provided by Samsung Electronics New Zealand Limited (“**SENZ**”) to selected partners (“**Partner Organisations**”) by which selected individuals referred to by the Partner Organisation (“**Users**”) are provided access to Samsung products (“**Products**”) at special pricing.

Access to the Programme is provided to Users on the following terms and conditions and Users agree to the following:

1. Access to the Programme and the benefits provided to Users is a special benefit not available to members of the general public. Access is provided at the sole discretion of SENZ and is subject to change at any time without notice.
2. Users agree to comply with these terms and conditions (“**Programme Terms and Conditions**”), clauses 1-9 and 11-24 of the SENZ’s general terms and conditions of sale (“**General Sale Terms**”) and the Samsung Enhanced Partnership Programme Returns Policy (“**Programme Returns Policy**”), (together the “**Terms and Conditions**”). SENZ may change the Terms and Conditions at any time without notice. In the event of any conflict between the Programme Terms and Conditions or the Programme Returns Policy and the General Sale Terms, the Programme Terms and Conditions or the Programme Returns Policy (as applicable) will take precedence.
3. A purchase under the Programme is not a contract between SENZ and a User until the order for the Product is dispatched, regardless of whether payment has been made by the User.
4. Users may purchase Products from the Programme for their own use, as well as on behalf of their immediate family members and friends.
5. Users agree not to purchase a Product to resell it to a third party. On-selling of Products will be strictly monitored by SENZ and SENZ will exercise its rights set out in clauses 8 and 9 if on-selling occurs. IMEIs of mobile Products are recorded and SENZ reserves the right to track and trace any IMEIs sold through the Programme for the purposes of monitoring compliance with these Terms and Conditions.
6. Offers, benefits or promotions offered by SENZ separately from the Programme are not available to Users in conjunction with a Programme purchase.
7. Users may be subject to purchasing quotas for Products and are entitled to various pricing benefits, as notified to Users from time to time. Programme quota limits apply for calendar year periods and will refresh at the beginning of each calendar year.
8. If a User has breached or is alleged to have breached any of the Terms and Conditions, SENZ in its absolute discretion may withdraw or suspend a User’s access to the Programme without notice.
9. If a User commits a Material Breach of the Programme (as defined below), in addition to the its rights under clause 8 above, SENZ has absolute discretion to:
 - a) cancel any or all orders placed by the User; and
 - b) cancel any or all orders placed by other Users who were referred by the same Partner Organisation (even if such other Users have not breached the Terms and Conditions themselves); and
 - c) in the case of resale of a Product 12 months of purchase, claim from the User the difference between the Product’s recommended retail price (as at the date of purchase by the User) and the discounted price that the User paid for the Product under the Programme.

10. The following actions by a User are each a “**Material Breach**” of the Terms and Conditions:

- a) disclosing any prices or discounts offered under the Programme to any retailer of the Products;
- b) requesting any retailer of the Products to match the price of a particular Product as offered under the Programme;
- c) publishing in any medium (including on social media) or otherwise disclosing to any person (other than a family member or friend on whose behalf the Programme user is purchasing a Product), any prices or discounts offered to the User under the Programme;
- d) purchasing a Product to resell to a third party; and
- e) reselling a Product to a third party within twelve (12) months of purchase under the Programme.

11. If SENZ cancels any orders under clause 9(a) or (b), SENZ will refund any monies paid to SENZ for such orders upon cancellation.

12. If the:

- a) User is no longer an employee of, or associated or affiliated with, the Partner Organisation; or
- b) term for which the Programme was offered to the User ends; or
- c) Partner Organisation that referred the User, cancels their account of the User; or
- d) relationship between SENZ and the Partner Organisation that referred the Partner terminates or expires,

SENZ may in its absolute discretion cancel the User’s access to the Programme without notice.

13. For the purposes of clause 10(b), Users agree that SENZ may obtain information from third parties advising SENZ of instances of requests of price-matching by Users. Users agree that such third parties are permitted to disclose this information to SENZ and any such disclosure is not a breach of any of the User’s rights under the Privacy Act 2020 or otherwise.

14. Users agree that SENZ may disclose any details relating to breaches of these Terms and Conditions to the Partner Organisation that referred the User. Users agree that any such disclosure is not a breach of any of the User’s rights under the Privacy Act 2020 or otherwise.

15. Nothing in these Terms and Conditions is intended to exclude, restrict or modify a User's rights under the Consumer Guarantees Act 1993. These Terms and Conditions must be read subject to those statutory provisions and will not affect any statutory rights that a claimant may have in relation to the return of a Product.