

Shopee Samsung Online Trade-in Program

Terms & Conditions

1. This SHOPEE SAMSUNG ONLINE TRADE-IN PROGRAM (“**Program**”) is organized by CompAsia and is subject to this terms and condition (“**T&C**”). You acknowledge that you have read and understood this T&C. Your participation in the Programme constitutes your acceptance of this T&C and you agree to be bound by this T&C which may be amended from time to time without any prior notice to you.
2. This Program commences on 08/08/2022 and shall continue until further notified by CompAsia (“**Program Period**”).
3. A reference to “you” and “your” means any customer who seeks to enroll or has enrolled for the Program.

Program Description

1. The Program enables you to trade in your handphones, tablets or smartwatches (“**Trade-in Device**”) at a value determined by CompAsia.
2. You will be prompted with 7 questions to evaluate the condition of your device and an estimated trade in value of your selected brand and model of device will be shown to you. However, the actual final trade in value will be offered to you at the point of collection by our rider/logistic partner after a reassessment on your device. To proceed with the trade in, you hereby agreeing to accept the final value. Should you decline the offer, the order will automatically be cancelled. There will not be any fees charged to you.
3. **CompAsia Sdn. Bhd.** (Company No.: 201201022161) (“**CompAsia**”) is an entity which provides (i) the platform of web and app-based device diagnostic tools, (ii) operates the back end administrative management portals for the Program.
4. **Shopee Mobile Malaysia Sdn. Bhd.** (Company No. 201501009497(1134832-W)) (“**Shopee**”) is a company which provides platform to sell and purchase of devices.

How the Program Works

- Step 1 : You purchase any original brand-new Samsung mobile device (“**New Device**”) at Samsung Store on Shopee App or Shopee website at
- https://shopee.com.my/samsungmalaysia_os
- <https://shopee.com.my/samsungbrandstoremy.os>
- https://shopee.com.my/samsungmobile_os
- https://shopee.com.my/samsung.thehopz_os
- https://shopee.com.my/samsung_senq.os
- <https://shopee.com.my/urbanrepublic.samsung>

- Step 2 : You make a request to trade in your Trade-in Device within one (1) month from the date of your purchase of the New Device (“**Request**”).
- Step 3 : CompAsia’s customer service will contact you within forty-eight (48) hours upon receipt of your Request to Trade-in to schedule for collection of the Trade-in Device. In the case where you require rescheduling, you must contact CompAsia’s customer service one (1) day prior to the scheduled collection date during business days and within CompAsia’s operation hours (Monday to Friday, 9.30pm -5.30pm, excluding public holidays). You are only allowed to reschedule once within seven (7) business days from the initial scheduled collection date. For avoidance of doubt, Business Days shall mean Monday to Friday except for Saturday, Sunday, and gazetted Public Holidays in Malaysia.
- Step 4 : During collection of the Trade-in Device, CompAsia’s appointed representative will reassess your Trade-in Device and shall inform you of the final Trade-in Value.
- Step 5 : If you agree and accept the final Trade-in Value, you shall tender your Trade-in Device to our appointed representative. Before tendering the Trade-in Device, you must:
- i) turn off any password or personal lock security feature; and
 - ii) delete all data from the Trade-in Device, including all confidential and personal data; and
 - iii) log out from any account, including but not limited to your Apple ID / Google Account; and
 - iv) disable factory reset protection and any activation locks by removing Google, iCloud or other personal cloud backup and restore accounts; and
 - v) remove all accessories, covers, cases, locks, SIM cards and memory cards. CompAsia will not return any items that comes together with your Trade-In Device.
- If CompAsia discovers that you intentionally turn on the password or personal lock security feature of your Trade-in Device upon you tendering the Trade-in Device, your Request will immediately be rejected.
- Should the user decline the trade-in amount, the order will automatically be cancelled, and no charges will be imposed.
- Step 6 : CompAsia will transfer the final Trade-in Value to your preferred banking account at the point of you tendering the Trade-in Device to CompAsia’s appointed representative.
- Step 7 : CompAsia’s appointed representative will return to CompAsia’s headquarters with your Trade-in Device.
1. You may trade in only one (1) Trade-in Device under this Program for each New Device you purchase. CompAsia reserves the right to refuse purchase of the Trade-in Device, or to limit the number of purchases at its sole discretion.

2. When placing the Request, you are deemed as the registered and legal owner of the Trade-in Device. CompAsia will verify the IMEI/Serial number provided and if found to be invalid, CompAsia will reject the Trade-in Device and the Request will be cancelled.
3. Title in and any rights to the Trade-in Device shall be transferred to CompAsia once the Trade-in Value has been successfully transferred to you. You hereby assign to CompAsia all associated rights and benefits of any warranty in the Trade-in Device.

Eligibility

To participate in the Program and at the time of the trade-in, you must: -

- i) be a citizen with a valid blue MyKad or a permanent resident of Malaysia;
- ii) be the registered owner of the Trade-In Device;
- iii) be an individual of age 18 and above;
- iv) ensure that your Trade-in Device meet the criteria set out in Appendix A.

Erasure of Data

1. The erasure of the data stored in your Trade-in Device as specified above will be performed by CompAsia in its best endeavours and you will not be able to hold CompAsia liable for any failure, in action or omission of any part of data erasure.
2. You agree and acknowledge that by tendering your Trade-in Device to CompAsia, you agree to release us from any claims, losses or damages that may arise with respect to it, including any claims related to the ownership of the Trade-in Device and any data stored in it. Any residual data stored in your Trade-in Device (whether in the form of personal details, SMS, photos, games, songs, or other data not specifically defined herein) will be erased by the Company and we will not be responsible for any losses incurred by you due to the removal or loss of any such data.

Liability

1. Shopee is merely a platform of communication between CompAsia, Shopee, Samsung and customers. Shopee and Samsung shall not be liable for any loss or damage whatsoever suffered, (including, but not limited to indirect or consequential loss) or for personal injury sustained by the Customer, as a result of participating in the Program.
2. In no event will CompAsia or CompAsia's affiliates be liable to you or anyone else for any direct, indirect, special, exemplary, or consequential damages, or any damage arising out of or in connection with your participation in the Program.

Evaluation of the Trade-in Device

1. The evaluation and pricing of the Trade-in Device is fully underwritten by CompAsia and may vary according to time ("**Trade-in Value**"). Shopee and Samsung shall not be liable for any issues related to the trade-in quotation and deduction matters.
2. Quoted Trade-in Value is subject to change and CompAsia is not obliged to notify you of such change.

3. The final Trade-in Value shall be final and binding and no further correspondence or attempt to dispute such evaluation will be entertained.

Payment of the Trade-in Value

1. The Trade-in Value will be deposited into the banking account which shall be provided by you.
2. Any additional value or reward will be given out in a form of ShopeePay e-wallet which will be credited into your ShopeePay_e-wallet after the completion of the New Device order following Shopee Mall 15-Days return policy period if applicable. You will need to activate ShopeePay to receive the applicable additional value or reward. Refer to ShopeePay Terms of Service here: <https://shopee.com.my/docs/6899>
3. You are required to ensure all information provided including bank account details are accurate. CompAsia shall not be held responsible for any false or misinformation provided by you.

Cancellation of Request

1. In occurrence where you cancel your New Device purchase order or return your New Device in accordance to Shopee Mall 15-Days return policy if applicable, any rewards/promotions together with the trade-in will be automatically forfeited.
2. You may cancel your trade-in order request by contacting our customer service agent at +6018-669 2697.

Privacy Notice

1. By participating in the Program, you indicate that you have read, understood, consent to and authorise CompAsia to collect, record, store, use, process your name, National Registration Identification Card Number (NRIC No.) and other personal particulars ("**Personal Data**") in accordance with Shopee's Privacy Policy available at <https://shopee.com.my/docs/6906> or CompAsia's privacy policy (as may be applicable) for the purpose of running the Program, including but not limited to announcing and publishing Personal Data and/or photos of the participant at Shopee's or/and CompAsia's website for advertising and publicity purposes.
2. By providing CompAsia your mobile number, you grant CompAsia and its affiliates permission to contact you through voice calls, text messages, pre-recorded voice and/or automatic telephone for the purpose of processing order, providing information, offers, updates, announcements, or advertisements.
3. By participating in the Program, you agree and authorise your banks to share and disclose your Personal Data to CompAsia for the purpose to run this Program including and not limited to the payment of Trade-in Value.
4. By participating in the Program, you also consent and authorise CompAsia using a third-party service including but not limited to any financial institution to process your Personal Data. All such third parties are contractually obliged, not to use your Personal Data in any other than way that stated herein.
5. Under the laws of Malaysia, your rights include:
 - i) the rights to withdraw consent for the use of Personal Data at any time by contacting CompAsia at the contact details mentioned below by providing CompAsia your name and email address for removal of the said Personal Data;

- ii) the rights to obtain a copy of the Personal Data which CompAsia hold; and
 - iii) the rights to correct inaccurate Personal Data.
1. CompAsia will take reasonable precautions to keep your Personal Data secure and requires third party processors to do the same. However, CompAsia may disclose your Personal Data if required by law, search warrant, subpoena, or court order.
 2. Any matter to the Personal Data relating to this Program shall be governed by and dealt with in the Personal Data Protection Act 2010 and any other relevant laws in Malaysia.
- **General Terms and Conditions**
 1. This T&C is governed by the laws of Malaysia and disputes directly or indirectly arising from this T&C and/or this Program shall be referred to the exclusive jurisdiction of the courts of Malaysia.
 2. All the logos, texts, graphics, button icons, images, digital downloads, data compilations and software are the exclusive property of CompAsia. All the logos, texts, graphics, button icons, images, digital downloads, data compilations and software are the exclusive property of CompAsia.

4.

APPENDIX A

Grading Standard

The following Trade-in Device will not be eligible for trade-in:

- Does not turn on/ not functioning;
- Buttons/slots/sensors (including fingerprint & face ID) do not work.
- All accounts (including iCloud/Google/Passcode/Pattern unlocked) cannot be logged out from Trade-in Device.
- You are not the registered owner of the Trade-in Device.
- Trade-In Device is bought and still contracted under any installment or financing plan.
- Bought and still leased to any party.

Tier 1 - YES in Good Condition
POWER: Able to Power ON + Hold Power
SCREEN - No cracks or colored lines on the screen, discolorization or colored hues
All Buttons / Slots / Sensors (include fingerprint & Face ID) in working condition
Front & Back Camera in working condition (Not applicable for watches)
Trade-in Device Physical back and front condition - Small Dent and Minor Scratches
Account Status - able to unlock iCloud/Google/ Passcode/Pattern on the Trade-in Device
Not stolen
Tier 2 - NO not in Good Condition
POWER- Able to Power ON + Hold Power
SCREEN - Crack Screen, colored lines on the screen, discolorization or colored hues
All Buttons / Slots / Sensors (include fingerprint & Face ID) in working condition

Front & Back Camera working not in working condition (Not applicable for watches)
Trade-in Device Physical back and front condition - Major Dent, Heavy Scratches, Bend, Crack
Account Status - able to unlock iCloud/Google/ Passcode/Pattern on Trade-in Device
Not stolen

Discrepancies in Trade-in Device Condition

Upon verification of the Trade-in Device by CompAsia’s Customer Service or Logistic Team, if the Trade-in Device is deemed to have discrepancies in the declaration of Trade-in Device, the Customer will be requoted with a fresh and new Trade-in Value. Customer may choose to accept or decline offer.

Example:

The Customer declares Trade-in Device’s front and back camera as working & functional. The projected Trade-in Value was RM1,547. The Customer’s Trade-in Device is then verified by CompAsia representative during point of collection, but front camera is not functioning. A new quotation on the Trade-in Value will be given to the customer. Customer may choose to accept Trade-in Value or cancel the Request.