

Samsung Channel Partner Portal – Deal Registration Terms & Conditions

1. Eligibility

1.1. Only Channel Partners with a valid, Samsung Partner Portal Account (“Partner Portal Account”) may register deals via the Samsung Channel Partner Portal (“Portal”).

1.2. Submission of a deal registration constitutes acceptance of these Terms and Conditions.

2. Deal Registration and Approval Process

2.1. To be eligible for pricing support consideration, the Partner must submit complete and accurate deal information, including but not limited to customer details, project scope, anticipated timelines, and relevant Samsung products.

2.2. Deal registration does not confer exclusivity, guarantee approval, or entitle the Partner to any specific commercial terms.

2.3. Samsung shall review the registration and, at its sole discretion, approve or reject the deal.

2.4. Samsung will use reasonable endeavours to provide preliminary pricing support or a response within two (2) business days of receipt of a fully completed deal registration.

3. Pricing Support

3.1. Any pricing support, discounts, or special commercial terms provided by Samsung pursuant to a deal registration are conditional, non-transferable, and apply exclusively to the registered deal.

3.2. Final pricing is subject to Samsung’s internal approval processes, inventory availability, and may be withdrawn or amended at any time at Samsung’s sole discretion.

3.3. The pricing support associated with an approved deal registration shall remain valid for a period of ninety (90) calendar days from the date of approval unless otherwise stated in writing by Samsung.

3.4. Requests for extensions must be submitted in writing prior to expiry and may be granted at Samsung’s sole discretion.

4. Partner Obligations

4.1. The Partner must actively manage the opportunity and engage with the customer throughout the sales cycle.

4.2. The Partner warrants that all information provided is true, complete, and not misleading.

4.3. Any misrepresentation, omission, or breach of these Terms may result in immediate withdrawal of deal registration or pricing support.

4.4. The Partner shall maintain confidentiality over any information provided by Samsung and shall not disclose such information except as necessary to progress the deal.

5. Samsung's Rights

5.1. Samsung reserves the right to:

- (a) Reject any deal registration without obligation to provide reasons;
- (b) Verify the deal information directly with the end customer;
- (c) Engage the customer directly where necessary to protect Samsung's commercial interests;
- (d) Modify, suspend, or withdraw pricing support at any time.

5.2. Deal registration does not prohibit Samsung from supplying products or supporting competing offers in the market.

6. Compliance and Governance

6.1. The Partner shall comply with all applicable laws, regulations, and Samsung's Partner Code of Conduct.

6.2. Deal registration does not amend or supersede any terms of the Partner Agreement.

7. Confidentiality

7.1. All deal registration information and related communications shall be treated as confidential by both parties.

7.2. Neither party shall disclose such information to third parties without prior written consent, except as required by law.

6. Privacy

6.1 Each party will comply with the Privacy Act 1993 regarding but not limited to any collection, retention, use and disclosure of any personal information, required for the purposes of the Portal. This does not amend or supersede any terms of the Samsung Data Processing Agreement.

6.2 Samsung may collect, use, and disclose any data entered into or recorded by the Portal for the purposes outlined in Samsung's Privacy Policy (available as samsung.com/nz), and any collect, use, and disclosure of any personal information is subject to the Privacy Policy.

7. Intellectual Property

7.1 Nothing in these Terms and Conditions confers, assign, or transfers to you any right of ownership in any of Samsung's intellectual property.

8. Liability

8.1 The Portal is provided on an 'as is' and 'as available' basis without any representation made and Samsung makes no warranties of any kind, whether express or implied, in relation to the Portal. Samsung makes no warranty that the Portal will meet your requirements or will be uninterrupted, timely or error-free or that the Portal or the service that it is built on is free of viruses or bugs. To the extent permitted by the laws of New Zealand, Samsung will not be liable for any damages or losses that result from your use of the Portal, including losses that fall into the following categories:

- (a) loss of income or revenue;
- (b) loss of business;
- (c) loss of profits;
- (d) loss of anticipated savings;
- (e) loss of data; or
- (f) waste of management or office time.

8.2 To the fullest extent permitted by New Zealand law, Samsung excludes any and all representations, warranties, any terms express or implied (including by common law or statute or otherwise) and the application or availability of any statutory rights (including any implied representations, warranties, terms or conditions, or any statutory guarantees). This is not intended to exclude, or restrict, or modify any rights under the Consumer Guarantees Act 1993 or any other applicable legislation which may not be excluded, restricted or modified. Subject to any statutory rights, Samsung expressly disclaims liability for any direct, indirect, incidental, punitive, or consequential damages of any kind whatsoever with respect to any content in the Portal.

9. General

9.1. Samsung reserves the right to amend these Terms and Conditions at any time. Updates will be made available in the Portal.

9.2. These Terms and Conditions shall be governed by and construed in accordance with the laws of **New Zealand**, and the parties submit to the exclusive jurisdiction of the New Zealand courts