



TRADE-IN PROGRAM (BUSINESS)

CUSTOMER TERMS AND CONDITIONS FOR PARTICIPATING IN THE TRADE-IN PROGRAM (BUSINESS)

1. GENERAL:

- 1.1 You are entering into these Terms and Conditions with Asurion Australia Pty Ltd ABN 18 155 388 275 and Asurion Financial Services Pty Ltd ABN 99 158 359 767 (“Asurion”, “Us”, “We”, “Our”).
- 1.2 TPG Telecom Limited, its employees and contractors (collectively “Vodafone”) may provide elements of the Program as Our agent.
- 1.3 Words with special meaning in these Terms and Conditions are capitalised like this: “Special Word”. Definitions of words with special meanings are found in clause 12.

2. INFORMATION ABOUT THE PROGRAM

Subject to these Terms and Conditions, We will provide You with a Final Trade-In Credit applied against Your existing Vodafone Post Paid Account, with no additional purchases required from Vodafone when You trade-in Your Existing Devices to Us (‘Trade In’). For the avoidance of doubt, Your Final Trade-In Credit may only be applied against the Vodafone billing account specified in your Trade-In pricing request .

3. THESE TERMS AND CONDITIONS:

Please read these Terms and Conditions carefully. Your participation in the Program is subject to Your compliance with these Terms and Conditions. These Terms and Conditions outline Your responsibilities under the Program and provide You with other important information. These Terms and Conditions form the agreement between You (the seller of Your Existing Devices) and Asurion (the buyer of Your Existing Devices) as further set out in clauses 5.5 and 5.6.

4. ELIGIBILITY:

- 4.1 To be eligible to participate in the Program, You must:
 - (a) hold an existing Vodafone Post Paid Account, with at least 10 active post paid mobile services;
 - (b) have a valid Australian Business Number;
 - (c) be seeking to trade-in ten or more Existing Devices that Qualify for the Program;
 - (d) be at least 18 years old;
 - (e) be capable of entering into a binding contract;
 - (f) be the legal and rightful owner of Your Existing Devices which are not subject to any encumbrance, and with no third party having the right to claim any interest, right or ownership of Your Existing Devices;

- (g) confirm Your Existing Devices have not been reported lost or stolen;
 - (h) provide Your full name, date of birth, postal or billing address, Vodafone Post Paid Account billing number, email address, information regarding your business such as your Australian Business Number and mobile phone number;
 - (i) demonstrate You have the requisite authority to enter into this agreement on behalf of Your business and are able to meet the identification requirements set out in clause 4.2 or clause 4.3 below.
- 4.2 You must provide Us with a copy of Your valid driver licence bearing Your full name, Your photograph, Your residential address and Your signature. You must provide this to your Vodafone Account Manager at the point of requesting a Final Grading and before We arrange to collect Your Existing Devices from You.
- 4.3 Where You are unable to provide the identification in clause 4.2 above, Your Vodafone Account Manager can advise You of alternative identification documents that You can provide to satisfy the identification requirements.
- 4.4 Where You are unable to meet the identification requirements set out in clause 4.2 or 4.3 above, You cannot participate in the Program.

5. TRADING-IN YOUR EXISTING DEVICES:

- 5.1 To participate in the Program, You will need to:
- (a) contact Your Vodafone Account Manager to arrange for an initial Trade-In Credit Estimate;
 - (b) send Your Eligible Devices to Asurion to assess for Final Grading.
- 5.2 Once your Eligible Devices have been assessed under the Final Grading, Your Vodafone Account Manager will be advised of the Final Trade-In Credit. The Final Trade-In Credit will include GST but not include any additional or bonus credit with respect to promotional offers that may be available from time to time. Refer to any relevant offer terms and conditions for more information, including eligibility and offer end dates. Your Vodafone Account Manager will contact you to confirm the Final Trade-In Credit.
- 5.3 We will send You pre-paid packaging so that You can return Your Eligible Devices to Us.
- 5.4 You agree that You will prepare Your Existing Devices to be picked up by Asurion as soon as possible and within 14 days of the date on which You receive Your pre-paid packing so We can undertake a final assessment of Your Existing Devices to validate that they Qualify for the Program, confirm that Your Existing Devices have not been Mis-Graded and either confirm your Trade-In Credit Estimate or provide a Revised Trade-In Credit (as defined in clause 5.5 and clause 5.6). If You fail to prepare Your Existing Devices for pick up by Us within 14 days of the date on which You receive Your pre-paid packaging,

Your Devices risk being eligible for a lower Final Trade-In Credit or becoming ineligible for the trade-In Program.

5.5 When We collect Your Existing Devices from You in New South Wales, Victoria, Tasmania, Queensland, South Australia or the Australian Capital Territory the following terms and conditions will apply:

- (a) ownership of Your Existing Devices will transfer to Us when We collect Your Existing Devices.
- (b) when We receive Your Existing Devices, We will undertake a final assessment of them to confirm whether Your Existing Devices Qualify for the Program; and
- (c) Once We have undertaken Our final assessment of Your Existing Devices, We will:
 - (i) confirm that Your Trade-in Credit Estimate is Your Final Trade-In Credit amount. Vodafone will apply Your Final Trade-In Credit to Your Vodafone Post Paid Account specified in your Trade-In pricing request after You have paid Your first Vodafone Post Paid Account invoice; or
 - (ii) revise the Trade-In Credit Estimate as a result of any Mis-Grading of Your Existing Devices or as a result of Your Existing Devices Qualifying as Acceptable Damaged Devices (“**Revised Trade-In Credit**”). Vodafone will apply Your Revised Trade-In Credit as Your Final Trade-In Credit to Your Vodafone Post Paid Account specified in your Trade-In pricing request after You accept the Revised Trade-In Credit and have paid Your first Vodafone Post Paid Account invoice.
- (d) If:
 - (i) You do not accept the Revised Trade-In Credit; or
 - (ii) Your Existing Devices are assessed as not Qualifying for the Program (in which case Your Trade-in Credit Estimate will be revised down to zero);

Your Existing Devices will be returned to You and title in Your Existing Devices will transfer back to You. You acknowledge that your Existing Devices may have had a factory reset performed, and any data on the Existing Devices is not able to be restored.

5.6 When We collect Your Existing Devices from You in Western Australia or the Northern Territory the following terms and conditions will apply:

- (a) You offer to transfer ownership of Your Existing Devices to Us in accordance with the Terms and Conditions in this clause 5.6; and

- (b) when We receive Your Existing Devices, We will undertake a final assessment of them to confirm whether Your Existing Devices Qualify for the Program; and
- (c) once We have undertaken Our final assessment of Your Existing Devices, We will:
 - (i) confirm that Your Trade-in Credit Estimate is Your Final Trade-In Credit amount, at which point You enter into a contract with Us for the sale of Your Existing Device to Us and ownership of Your Existing Devices will transfer to Us. Vodafone will apply Your Final Trade-In Credit to Your Vodafone Post Paid Account specified in your Trade-In pricing request once You have paid Your first Vodafone Post Paid Account invoice; or
 - (ii) revise the Trade-In Credit Estimate as a result of any Mis-Grading of Your Existing Devices or as a result of Your Existing Devices Qualifying as Acceptable Damaged Devices (“**Revised Trade-In Credit**”). Upon Your acceptance of the Revised Trade-In Credit amount, You enter into a contract with Us for the sale of Your Existing Device to Us and ownership of Your Existing Devices will transfer to Us. Vodafone will apply Your Revised Trade-In Credit as Your Final Trade-In Credit to Your Vodafone Post Paid Account specified in your Trade-In pricing request after You accept the Revised Trade-In Credit and have paid Your first Vodafone Post Paid Account invoice.
- (d) If:
 - (i) You do not accept the Revised Trade-In Credit; or
 - (ii) Your Existing Devices are assessed as not Qualifying for the Program, (in which case Your Trade-in Credit Estimate will be revised down to zero);

Your Existing Devices will be returned to You. You acknowledge that your Existing Devices may have had a factory reset performed, and any data on the Existing Devices is not able to be restored.

6. **PRIVACY**

By applying to participate, or participating in, the Program You consent to Us collecting, handing, storing and/or disclosing Your Personal Information in accordance with Data Privacy Laws and Our privacy policy, a copy of which is available at <https://corporate.asurion.com.au/eng/privacy-policy/>

7. **YOUR RESPONSIBILITIES:**

Before sending Your Existing Devices to Us:

- (a) We recommend that You back up any files, photos or other data which You have stored on Your Existing Devices.

- (b) For phone and tablet Devices, You must remove the SIM card, memory card, and any accessories (such as cases). SIM cards received by Us will not be returned to You; they will be securely destroyed and You will need to contact Vodafone for a replacement SIM. For smart watch Devices, You must remove any accessories (such as straps). For all Devices, You do not need to return any power adapters, cables, audio accessories (such as earphones), or documentation that may have been packaged with Your Existing Devices.
- (c) You must remove any personal or confidential data from Your Existing Devices. Data remaining on Your Existing Devices will be securely wiped and Your Existing Devices may also be reset to factory settings. We will not be able to recover any data stored on Your Existing Devices.
- (d) You must disable all activation or Device locking features (eg. Find My iPhone, Google account locks and Samsung account locks). These features may prevent Your Existing Devices from being wiped and factory reset until You disable the feature. If You send Us Your Existing Devices and they are locked, Your Vodafone Account Manager will contact You to assist You to unlock Your Existing Devices remotely.

8. LIABILITY

We will not be liable or responsible for any failure to perform, or any delay in the performance of, any of Our obligations under these Terms and Conditions that is caused by events outside Our reasonable control or due to Our compliance with any applicable laws or regulations.

9. LOST OR STOLEN DEVICES

- 9.1 The criteria for Good Working Order Devices and Acceptable Damaged Devices includes, amongst other things, that any of Your Existing Devices are not IMEI blocked. Devices are usually IMEI blocked when they have been reported as lost or stolen, with IMEI blocking preventing You from receiving or making phone calls. We will submit the IMEI number of Your Existing Devices to AMTA to check that it has not been reported as lost or stolen.
- 9.2 If any of Your Existing Devices are IMEI blocked, then You are not entitled to participate in the Program until such time as Your Existing Device/s is not IMEI blocked.

10. MISCELLANEOUS

- 10.1 Each time you request a trade-in, you must trade-in a minimum of ten (10) Existing Devices.
- 10.2 Your available credit limit (as determined by Vodafone) may determine which products, services, and Devices You can purchase from Vodafone. Trade-in credits cannot be used to offset or cover the difference between your available credit limit and the purchase price of any new Devices (i.e. as a prepayment), if a Device is more expensive than what Your available credit limit allows. Speak to a Vodafone Account Manager to establish what products, services, and Devices are available to You.
- 10.3 If You have any trade-in credit balance on Your Vodafone Post Paid Account when Your Services are cancelled, Vodafone will first set-off any outstanding amounts owing

against the trade-in credit. You should contact Your Account Manager to request a refund of any remaining trade-in credit balance.

10.4 We may preclude You from participating in the Program if at any time We reasonably believe that:

- (a) You are using the Program (whether intentionally or not) in a way that may adversely impact the reputation of Asurion or Vodafone;
- (b) You are using the Program in a manner which is, or is reasonably believed to be fraudulent, illegal or related to any criminal activity or intended to make a commercial gain;
- (c) You have breached these Terms and Conditions; or
- (d) You have provided Us with incorrect, false or incomplete information.

10.5 *Severability*. If a provision of these terms is invalid or unenforceable, it may be severed from these terms and the remaining provisions of these terms continue in force.

10.6 These Terms and Conditions will be governed by and construed in accordance with the laws of New South Wales.

11. ENQUIRIES

If you have any queries, complaints or feedback regarding the Program, please contact Your Vodafone Account Manager who will liaise with Asurion regarding your queries, complaints or feedback.

12. DEFINITIONS:

In these Terms and Conditions, the following words have the following meanings:

Acceptable Damaged Devices means Eligible Devices which have an acceptable level of damage as determined by Asurion after a series of functional tests and Device condition assessments have been performed.

AMTA means Australian Mobile Telecommunications Association.

Data Privacy Laws means Commonwealth, State and/or Territory legislation in relation to the collection, use, storage, transfer, security or disclosure of any Personal Information, including the *Privacy Act 1988* (Cth) that applies to Us.

Device/s means a mobile phone, tablet or wearable device.

Eligible Devices means a smart phone, tablet, or smart watch of a make and model that is eligible for participation in the Program, as determined by Us and Vodafone.

Existing Devices means Devices that You own.

Final Grading means the confirmed condition of a Device or Devices as determined by Asurion via a series of functional tests and device condition assessments.

Final Trade-In Credit means (as applicable):

- (a) The Trade-In Credit Estimate as confirmed by Us pursuant to clause 5.5(c)(i) or 5.6(c)(i) or

- (b) Once accepted by You, the Revised Trade-In Credit confirmed by Us pursuant to clause 5.5(c)(ii) or 5.6(c)(ii).

Good Working Order Devices means Eligible Devices which are in good working order as determined by Asurion after a series of functional tests and device condition assessments have been performed.

IMEI means international mobile equipment identity.

Ineligible Devices means Existing Devices that:

- (a) are not Eligible Devices;
- (b) are not Good Working Order Devices or Acceptable Damaged Devices;
- (c) do not have all activation and device locking features disabled (e.g., Find My iPhone, Google account locks and Samsung account locks);
- (d) are AMTA blocked;
- (e) are beyond economic repair (including liquid damage);
- (f) contain non genuine parts;
- (g) have missing parts;
- (h) have an operating system bypass (e.g. jailbroken);
- (i) cannot power on;
- (j) We are not satisfied are owned by You.

Mis-Graded or Mis-Grading means that Your Existing Devices or their condition have been misrepresented.

Mis-Graded Devices means Your Existing Devices have been Mis-Graded.

Personal Information means information or an opinion about an identified individual or an individual who is reasonably identifiable: (a) whether the information or opinion is true or not; and (b) whether the information or opinion is recorded in a material form or not.

Program means the program offered by Asurion and marketed and promoted by Vodafone which allows You to trade-in Your Existing Devices in exchange for receiving a billing credit applied to Your Vodafone Post Paid Account, subject to these Terms and Conditions.

Qualify/ies/ing means that Your Existing Devices are Eligible Devices that are either Good Working Order Devices or Acceptable Damaged Devices and are not Ineligible Devices.

Trade-In Credit Estimate means the credit amount We estimate You could receive for trading-in your Existing Devices based on Your representation of the condition of Your Existing Devices and prior to Us undertaking the Final Grading of your Existing Devices.

Vodafone Post Paid Account means Your account with Vodafone for the provision of mobile or mobile broadband services where:

- (a) the charges payable in respect of the plan are made on a monthly basis; and
- (b) only after the services the subject of the charges have been provided to You.

Vodafone Account Manager means a person from Vodafone who represents Vodafone.

You and Your means you, being a business customer who meets the eligibility criteria in clause 4.1 of these Terms and Conditions.