

Terms & Conditions: Vodafone Swap & Go

Program Summary

Swap & Go Program			
	Mobile Phone	Wearable	Tablet PC
Monthly Fee	\$14.99 (inc GST)	\$4.99 (inc GST)	\$14.99 (inc GST)
Swap Fee	\$149.00 (inc GST)	\$99.00 (inc GST)	\$65.00 (inc GST)
Screen Swap Fee	\$45.00 (inc GST)	No	No
Likewise Repair Fee (come to You front screen swap services is subject to availability, including locations and times acceptable to Likewise Repair.)	\$49.00 (inc GST) call out fee (in addition to the Screen Swap Fee)	No	No
Service Requests	Unlimited	Unlimited	Unlimited
AppleCare Services Service and Support direct from Apple	Yes (iPhone Only)	Yes (Apple Watch Only)	Yes (iPad Only)
Non-return Fee	Yes You can find the Non-return Fee for Your Mobile Phone at https://protect.likewise.com/vodafone/non-return-fees	Yes You can find the Non-return Fee for Your Wearable at https://protect.likewise.com/vodafone/non-return-fees	Yes You can find the Non-return Fee for Your Tablet PC at https://protect.likewise.com/vodafone/non-return-fees

Please note that this is a limited summary only and not a full description of the program. The program is subject to terms, conditions, exclusions and limitations that are not listed in the summary.

You need to read the program terms to properly understand the services provided. When You enter into the program You confirm and warrant that You have read or will read the program documents provided to You.

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Terms & Conditions: Vodafone Swap & Go

Swap & Go Program Terms and Conditions.

The Swap & Go Program is provided in accordance with the following definitions, terms, exclusions and conditions.

These Swap & Go Program Terms and Conditions were prepared on 20th December 2022.

Program Issuer Details

The Swap & Go Program is provided by TPG Telecom Ltd ABN 76 096 304 620 (referred to as We, Us, Our or Vodafone).

Vodafone provide the Swap & Go Program services through their agent Likewize Device Protection (Au) Pty Ltd ABN 81 653 447 833 (Likewize). In providing these services Likewize act as agent of Vodafone and not for You.

Eligibility Criteria

To be eligible for enrolment in the Swap & Go Program You:

- must Live in Australia;
- be over 18 years of age;
- be an approved Vodafone postpaid customer;
- have a Mobile Phone, Tablet PC or Wearable that is:
 - registered on the Vodafone Network in Your name in connection with a postpaid plan;
 - no more than 60 days old from the date You receive it from Vodafone at the time of enrolment; and
 - not covered by the AppleCare+ product offered by Apple; and
- must meet any other specific eligibility criteria that We advise You of at the time of enrolment.

Monthly Fee

The Monthly Fee for enrolment in the Swap & Go Program is:

- \$14.99 per Mobile Phone or Tablet PC (inc GST); and/or
- \$4.99 per Wearable (inc GST).

The Monthly Fee will be included on Your Monthly Invoice and provides You with one month's enrolment in the Swap & Go Program unless otherwise agreed. The Monthly Fee is payable in addition to any Swap Fee, Screen Swap Fee, Likewize Repair Fee or Non- return Fee that You may be charged if You make a Service Request under the Swap & Go Program.

The Monthly Fee will be charged on an ongoing basis until You or We cancel Your enrolment in the Swap & Go Program or the Swap & Go Program otherwise ends in accordance with its terms.

Commencement and Renewal

Your enrolment in the Swap & Go Program commences on the date We accept Your request for the enrolment or the Renewal Date shown on Your Monthly Invoice (as applicable), and expires at 11.59pm on the day prior to the next Renewal Date. Each month We will automatically renew Your enrolment for a further month from the Renewal Date shown on Your Monthly Invoice unless We advise otherwise, the Swap & Go Program has otherwise ended or You ask Us not to renew Your enrolment. You can opt out of the automatic renewal process by cancelling Your enrolment at any time by contacting Us.

Optional Program

The Swap & Go Program is not compulsory. You can choose whether You want to enrol in the program or not – it's Your choice. You should carefully consider whether the Swap & Go Program is a suitable product for You by reading these terms and conditions and considering any other arrangements You have in place before making a decision whether to enrol in the Swap & Go Program.

Australian Consumer Law Notice

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law (ACL). You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Your rights under the ACL commence from the original date of purchase of Your Mobile Phone, Tablet PC or Wearable and may run for the life of the product.

Should Your Mobile Phone, Tablet PC or Wearable suffer a failure or fault that is covered by both the Swap & Go Program and the ACL (or any other law), You can choose whether to make a Service Request under the Swap & Go Program or to contact Us to enforce Your rights under the ACL (or any other law) and/or the manufacturer's warranty. Further details are provided in Our 'Servicing faulty devices' policy, a copy of which is available at <https://www.vodafone.com.au/support/device/service>

The Swap & Go Program operates alongside, and in addition to, the rights and remedies that You may be entitled to under the ACL and any other law that applies and does not change those rights or remedies.

In addition to the rights and remedies to which You may be entitled under the ACL, any other law and under the terms of any additional manufacturer's warranty that comes with Your Mobile Phone, Tablet PC or Wearable, by purchasing the Swap & Go

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Vodafone Customer Care: call 1555 (from your Vodafone mobile) or +61 426 320 000 (if you are overseas)

Talk to a Vodafone representative in-store: find your closest store at <https://www.vodafone.com.au/stores>

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Program You will be entitled to certain benefits, including Our additional warranty provided under the Swap & Go Program, as set out in "7. Warranty on Replacement or screen swap services" of this document. In some cases the benefits provided under the Swap & Go Program may overlap with, and may not be greater than, the rights and remedies available to You under the ACL or any other law. Although You are not required to pay for any rights or remedies You have under the ACL or any other law, the amount You pay for the benefits under the Swap & Go Program will not change to the extent that Your rights under the ACL or any other law may overlap with such benefits.

Any Mobile Phone, Tablet PC or Wearable which is the subject of a Service Request or a claim under Our additional Warranty provided under the Swap & Go Program may be replaced by Refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

Any Mobile Phone, Tablet PC or Wearable which is the subject of a Service Request or a claim under Our additional Warranty provided under the Swap & Go Program may result in the loss of data. You should ensure that You back up any data, software, games or applications before You send Your Mobile Phone, Tablet PC or Wearable in for a Service Request or a claim under Our additional warranty provided under the Swap & Go Program.

1 Definition

The following definitions apply when the word starts with a capital letter in this document.

Word	Meaning
Accessories	means accessories or equipment attached to or used with Your Mobile Phone, Tablet PC or Wearable at the time of a Service Request. Accessories include screen protectors, chargers, earphones or earplugs or cases. Accessories do not include a Mobile Phone, Tablet PC or Wearable.
Enrolment Period	means a period of one (1) month from the date We accept Your initial request for enrolment in the Swap & Go Program, or the Renewal Date shown on the Monthly Invoice (as applicable), or such shorter period when the Swap & Go Program starts or ends earlier in accordance with its terms and conditions or at law.
IMEI	means the International Mobile Equipment Identity, a unique 15-digit number assigned to some Mobile Phones, Tablet PCs or Wearables.
Likewise Repair Fee	means the amount You have to pay, in addition to the Screen Swap Fee, for Our screen swap service provider to come to You to provide a front screen swap service for Your Mobile Phone.
Live	means You reside, and have a permanent place of residence, in Australia.
Mobile Phone	means a GSM, 3G, 4G or 5G mobile phone handset: <ul style="list-style-type: none">• purchased new from Vodafone;• which has an IMEI or Serial Number, and mobile number (if applicable), which is registered on the Vodafone Network in Your name, and includes any Replacement of a Mobile Phone. To be eligible for enrolment in the Swap & Go Program, the Mobile Phone must: <ul style="list-style-type: none">• have an IMEI or Serial Number, and mobile number (if applicable), which is registered on the Vodafone Network in Your name in connection with a postpaid plan; and• have an original receipt of purchase and be no more than 60 days old from the date You receive the Mobile Phone from Vodafone, when You first apply for enrolment in the program (excluding any renewal).
Monthly Fee	means the amount You have to pay each month for each Mobile Phone, Tablet PC or Wearable that is covered under the Swap & Go Program.

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Monthly Invoice	means the Vodafone monthly invoice which shows details identifying You, the Monthly Fee, the Mobile Phone, Tablet PC or Wearable (as applicable) enrolled in the Swap & Go Program and the applicable Renewal Date.
Nominated Person	means a spouse, de-facto partner, or other family member, who lives with You at Your place of residence on a permanent basis who You have given permission to use Your Mobile Phone, Tablet PC or Wearable.
Non-return Fee	means the amount You may have to pay Us if You do not return Your Mobile Phone, Tablet PC or Wearable to Us in accordance with the Return Condition or following a claim under the additional warranty provided under the Swap & Go Program. The amount of the Non-return Fee depends on the tier of Mobile Phone, Tablet PC or Wearable that You should have returned. You can find the Non-return Fee for Your Mobile Phone, Tablet PC or Wearable at https://protect.likewise.com/vodafone/non-return-fees
Refurbished	means a mobile phone, tablet PC, wearable, or any part thereof that has been quality tested and restored by the manufacturer or an authorised agent to a fully functioning factory standard condition.
Renewal Date	means the relevant date or direct debit date (as applicable) shown on the Monthly Invoice.
Replacement	means the closest equivalent model available in Australia of the Mobile Phone, Tablet PC or the Wearable procured by Us or on Our behalf that is provided to You if You elect to swap Your Mobile Phone, Tablet PC or Wearable. A Replacement need not be the same colour or model as Your Mobile Phone, Tablet PC or Your Wearable, and may be Refurbished or contain Refurbished parts unless it is a new Replacement. You cannot select the colour of Your Replacement.
Return Condition	means You must return Your Mobile Phone, Tablet PC or Wearable to Us or an Apple Store or Apple Authorised Service Provider (as applicable) Unlocked: <ul style="list-style-type: none"> • within 14 days of receiving a Replacement from Us (unless We agree to an extension of time); or • at the time of collecting a Replacement at an Apple Store or Apple Authorised Service Provider, following a Service Request.
Screen Swap Fee	means the amount You have to pay for each front screen swap service for Your Mobile Phone. If You request a front screen swap service for more than one (1) Mobile Phone a separate Screen Swap Fee applies for each Mobile Phone.
Serial Number	means a unique number provided by the product manufacturer of a Mobile Phone, Tablet PC or Wearable which can be used to identify the Mobile Phone, Tablet PC or Wearable.
Service Request	means a request made by You to: <ul style="list-style-type: none"> • swap Your Mobile Phone, Tablet PC or Wearable (as applicable) for a Replacement; or • arrange a front screen swap service for a Mobile Phone.
Serviced Mobile Phone	means a Mobile Phone that has been the subject of a front screen swap service under the Swap & Go Program.
Swap Fee	means the amount You have to pay for each Service Request to swap a Mobile Phone, Tablet PC or Wearable (as the case may be). If You swap more than one (1) Mobile Phone, Tablet PC or Wearable a separate Swap Fee applies for each item.

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Tablet PC	<p>means a notebook or tablet data communication device:</p> <ul style="list-style-type: none"> • purchased new from Vodafone; • which has an IMEI or Serial Number, and mobile number (if applicable), which is registered on the Vodafone Network in Your name, <p>and includes any Replacement of a Tablet PC.</p> <p>To be eligible for enrolment in the Swap & Go Program, the Tablet PC must:</p> <ul style="list-style-type: none"> • have an IMEI or Serial Number, and mobile number (if applicable), which is registered on the Vodafone Network in Your name in connection with a postpaid plan; and • have an original receipt of purchase and be no more than 60 days old from the date You receive the Tablet PC from Vodafone, <p>when You first apply for enrolment in the program (excluding any renewal).</p>
Unlocked	<p>means all locks and activation codes (including the “Find My” feature and other similar features, pin and pattern locks and account administrator locks related to device enrolment programs and mobile device management features) are turned off from any Mobile Phone, Tablet PC or Wearable when You make a swap or return a device the subject of a claim under the additional warranty provided under the Swap & Go Program.</p>
We, Us, Our, Vodafone	<p>means TPG Telecom Ltd, including when it is acting through its agent Likewize Device Protection (Au) Pty Ltd.</p>
Wearable	<p>means a smartwatch with a touchscreen display, designed to be worn on the wrist:</p> <ul style="list-style-type: none"> • purchased new from Vodafone; • which has an IMEI or Serial Number, and mobile number (if applicable), which is registered on the Vodafone Network in Your name, <p>and includes any Replacement of a Wearable.</p> <p>To be eligible for enrolment in the Swap & Go Program, the Wearable must:</p> <ul style="list-style-type: none"> • have an IMEI or Serial Number, and mobile number (if applicable) which is registered on the Vodafone Network in Your name in connection with a postpaid plan; and • have an original receipt of purchase and be no more than 60 days old from the date You receive the Wearable from Vodafone, <p>when You first apply for enrolment in the program (excluding any renewal).</p>
Vodafone Agreement	<p>means Your ongoing postpaid plan service agreement with Vodafone.</p>
Vodafone Network	<p>means the network that is provided by Vodafone as the telecommunications service provider, over which You can make or receive a phone call or text message, or access the internet.</p>
You/Your	<p>means the person or entity named in the Vodafone Agreement and registered on the Vodafone Network to use the enrolled Mobile Phone, Tablet PC or Wearable (as applicable).</p>

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2 The Swap & Go Program entitlements

Cover for single Mobile Phone, Tablet PC or Wearable

You can choose to cover a single Mobile Phone, Tablet PC or Wearable under the Swap & Go Program.

You can cover a Mobile Phone, Tablet PC or Wearable You use, or (if applicable) a Mobile Phone, Tablet PC or Wearable used by Nominated Person(s).

A Mobile Phone, Tablet PC or Wearable must be:

- attached to Your Vodafone Agreement; and
- enrolled individually,

for the Mobile Phone, Tablet PC or Wearable to be covered under the Swap & Go Program.

If You have more than one (1) Mobile Phone, Tablet PC or Wearable attached to Your Vodafone Agreement then only the Mobile Phone, Tablet PC or Wearable shown as enrolled in the Monthly Invoice will be covered under the Swap & Go Program.

A separate Monthly Fee is payable in relation to each Mobile Phone, Tablet PC or Wearable to be covered under the Swap & Go Program. You must pay the Monthly Fee by the Renewal Date shown on the Monthly Invoice.

Service Requests

Subject to the terms, conditions, exclusions and limitations set out in this document there are no limits to the number of Service Requests you can make.

For a Mobile Phone a Service Request can be either a swap or front screen swap service.

For a Tablet PC or a Wearable a Service Request can only be made for a swap. There is no front screen swap service provided under the Swap & Go Program for a Tablet PC or Wearable.

Service Request Fees

The following fees may apply to a Service Request:

Service Request Fee	Mobile Phone	Wearable	Tablet PC
Swap Fee	\$149.00 (inc GST)	\$99.00 (inc GST)	\$65.00 (inc GST)
Screen Swap Fee	\$45.00 (inc GST)	N/A	N/A
Likewise Repair Fee (come to You front screen swap service is subject to availability, including locations and times acceptable to Likewise Repair)	\$49.00 call out fee (inc GST) (in addition to the Screen Swap Fee)	N/A	N/A
Non-return Fee	You can find the Non-return Fee for Your Mobile Phone at https://protect.likewise.com/vodafone/non-return-fees	You can find the Non-return Fee for Your Wearable at https://protect.likewise.com/vodafone/non-return-fees	You can find the Non-return Fee for Your Tablet PC at https://protect.likewise.com/vodafone/non-return-fees

See "4. Service Request Procedures" for details of how to make a Service Request and how We will collect the Swap Fee, Screen Swap Fee, Likewise Repair Fee and/or Non-return Fee from You (as applicable).

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3 Additional Benefits

The Swap & Go Program also includes the following additional benefits. Please note that this is a limited summary only and not a full description of the additional benefits. The additional benefits are subject to terms, conditions, exclusions and limitations that are not listed in the summary. You need to read, and if acceptable to You, accept the terms applicable to the additional benefit at the time You choose to access an additional benefit.

AppleCare Services – a Mobile Phone which is an iPhone, a Tablet PC which is an iPad or a Wearable which is an Apple Watch Only

If You have a Mobile Phone which is an iPhone, a Tablet PC which is an iPad or a Wearable which is an Apple Watch enrolled in the Swap & Go Program You are eligible for the AppleCare Services provided by Apple. AppleCare Services will include unlimited technical support and unlimited repairs or replacements where a Mobile Phone which is an iPhone, a Tablet PC which is an iPad or a Wearable which is an Apple Watch is subject to mechanical or electrical breakdown or malfunction including where the capacity of an integrated rechargeable battery to hold an electrical charge is less than 80% of its original specification.

AppleCare Services are subject to Apple's terms, conditions, exclusions and limitations. You will need to read, and if acceptable to You, accept the terms applicable to AppleCare Services at the time You choose to access the AppleCare Services from Apple.

The additional benefit for AppleCare Services is not available for a Mobile Phone which is not an iPhone, a Tablet PC which is not an iPad or a Wearable that is not an Apple Watch.

4 Service Request Procedures

You cannot make a Service Request in a Vodafone store. Any Service Request must be verified and approved by Us first following the processes outlined below.

Swap Service Request

To make a request to swap Your Mobile Phone, Tablet PC or Wearable contact Us at vodafoneswapandgo@likewize.com or 1800 496 991 or at <https://www.vodafone.com.au/swap-and-go-portal/vodafone>, or (for iPhone, iPad or an Apple Watch only) just visit getsupport.apple.com or call (61) 1-300-321-456 to speak with an AppleCare advisor.

Once We have verified Your eligibility to make a swap We will either send You a Replacement Mobile Phone, Tablet PC or Wearable by post, or (for iPhone, iPad or an Apple Watch only) let You know if You're eligible to go into an Apple Store or Apple Authorised Service Provider to collect Your Replacement. If a Replacement is not available through an Apple Store or Apple Authorised Service Provider You may be asked to, or can, contact Us at vodafoneswapandgo@likewize.com or 1800 496 991 to make alternative arrangements for Your Replacement service.

Depending on the swap process which applies We will either collect the Swap Fee from You at the time Your request is approved or (for iPhone, iPad and Apple Watch only) advise You whether to make this payment to the Apple Store or Apple Authorised Service Provider (as applicable) at the time of the replacement service.

Swap Service Request Return Condition

You must:

- in the case of Replacement at an Apple Store or Apple Authorised Service Provider, hand Your iPhone, iPad or Apple Watch to the Apple Store or Apple Authorised Service Provider (as applicable) Unlocked at the time You collect Your Replacement; or
- in the case of a Replacement sent by post, send Us back Your Mobile Phone, Tablet PC or Wearable Unlocked within 14 days of receipt of Your Replacement (unless We agree to an extension of time) via Our preferred delivery method in the pre-paid satchel We provide You following a Service Request.

If You do not return Your Mobile Phone, Tablet PC or Wearable to Us or an Apple Store or Apple Authorised Service Provider (as applicable) in accordance with the Return Condition We may charge You the applicable Non-return Fee. If the device You return to Us is not the device that We have registered under the Swap & Go Program (e.g. a device with a different IMEI or Serial Number), and is:

- Unlocked and the same make, model and capacity as the device that is registered under the Swap & Go Program, We will keep the device and will not charge the applicable Non-return Fee;
- not Unlocked or not the same make, model and capacity as the device that is registered under the Swap & Go Program, We may charge You the applicable Non-return Fee if You do not return the device that was registered under the Swap & Go Program to Us Unlocked at Your expense within seven (7) days of Us confirming to You that You have not complied with the Return Condition and may be liable to pay the applicable Non-return Fee, and upon successfully charging the Non-return Fee, We will return any device that You have sent Us which was not registered under the Swap & Go Program to You.

Front Screen Swap Service Request

To make a request to replace the front screen on Your Mobile Phone contact Us at:

vodafoneswapandgo@likewize.com or 1800 496 991 or at <https://www.vodafone.com.au/swap-and-go-portal/vodafone> (For any

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Vodafone Customer Care: call 1555 (from your Vodafone mobile) or +61 426 320 000 (if you are overseas)

Talk to a Vodafone representative in-store: find your closest store at <https://www.vodafone.com.au/stores>

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Mobile Phone or if You want a Likewise Repair service); or (for iPhone only) just visit getsupport.apple.com or call (61) 1-300-321-456 to speak with an AppleCare advisor, and once We have verified Your eligibility to have a front screen swap You can choose whether:

- for iPhone only:
 - to take Your iPhone to an Apple Store or Apple Authorised Service Provider and have the front screen replaced in store;
 - You would like Our Likewise Repair service provider (available via vodafoneswapandgo@likewise.com or 1800 496 991 only) to come to You to swap the front screen on the spot at Your selected location (subject to availability and payment of the additional Likewise Repair Fee). If You do not want to pay the additional Likewise Repair Fee please select one of the other front screen swap services that are available or contact Us to discuss alternative options; or
 - Contact Us at vodafoneswapandgo@likewise.com or 1800 496 991 to make alternative arrangements for Your front screen swap.
- for any Mobile Phone other than iPhone:
 - to send or take Your Mobile Phone to one of Our nominated repairers who will then swap the front screen and if required send the Mobile Phone back to You; or
 - You would like Our Likewise Repair service provider to come to You (available via vodafoneswapandgo@likewise.com or 1800 496 991 only) to swap the front screen on the spot at Your selected location (subject to availability and payment of the additional Likewise Repair Fee). If You do not want to pay the additional Likewise Repair Fee please select one of the other front screen swap services that are available or contact Us to discuss alternative options.

Depending on the front screen swap process You choose We will either collect the Screen Swap Fee and Likewise Repair Fee (if applicable) from You at the time Your request is approved or advise You whether to make this payment to an Apple Store or Apple Authorised Service Provider (as applicable) at the time of the front screen swap service.

If You have made a front screen swap Service Request for Your Mobile Phone and this has not yet been actioned by Us, You can contact Us and choose to make a swap Service Request for the Mobile Phone instead. In this case We will refund the Screen Swap Fee and charge You the applicable Swap Fee. If You have requested a Likewise Repair service We will also refund the Likewise Repair Fee provided that the Likewise Repair service request is cancelled at least 24 hours prior to the applicable appointment time.

If You have made a front screen swap Service Request for Your Mobile Phone and upon inspection of Your Mobile Phone the front screen swap technician determines that the front screen cannot be swapped We will contact You and advise You that We cannot swap Your front screen and give You the option of either having Your Mobile Phone returned to You, or making a swap Service Request for the Mobile Phone instead. We will refund any Screen Swap Fees that have been charged and collect payment of the Swap Fee if You choose this option instead. We will not refund a Likewise Repair Fee in this case where a Likewise Repair technician has attended and determines the front screen cannot be swapped.

5 Exclusions

The following exclusions apply to the Swap & Go Program.

- (a) You will not be entitled to the benefits under the Swap & Go Program unless You Live in Australia.
- (b) We will not swap the back screen or any other screen of a Mobile Phone, other than the front screen, as part of any screen swap service. However, for a Mobile Phone which is Samsung branded, the front screen swap service will also include a replacement of the battery of the Mobile Phone.
- (c) Other than the front screen swap services for Mobile Phones outlined in these terms and conditions, We do not provide any repair services under the Swap & Go Program for Your Mobile Phone, Tablet PC or Wearable.
- (d) We will not provide any Service Requests at, or deliver any Replacement to, a location outside of Australia.
- (e) We will not provide any benefits in relation to any Accessories.
- (f) We will not provide any additional Accessories with a Replacement.
- (g) We will not return any Accessories to You that are sent to Us with a returned Mobile Phone, Tablet PC or Wearable. You should keep any Accessories that You want to retain when You send Us Your Mobile Phone, Tablet PC or Wearable.
- (h) We will not restore any data, software, games or applications stored on Your Mobile Phone, Your Tablet PC or Your Wearable memory card, any other storage device, or media used with the Mobile Phone, Tablet PC or Wearable. You should ensure that You back up any data, software, games or applications that You want to install on Your Replacement before sending Your Mobile Phone, Your Tablet PC or Your Wearable to Us.
- (i) We will not return any SIM cards with a Replacement. You should ensure You remove any SIM cards from the Mobile Phone, Tablet PC or Wearable before sending it to Us.
- (j) We will not provide any benefit for loss of use or consequential loss of any nature whatsoever.

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- (k) We will not provide any benefit in relation to a Service Request for Your Mobile Phone, Your Tablet PC or Your Wearable while it is lost, misplaced, stolen or otherwise cannot be located.
- (l) We will not provide any benefit in relation to a Service Request which is fraudulent, false or misleading in any respect.
- (m) Where We have sent You a Replacement or You have collected a Replacement from Apple or an Apple authorised service provider (as applicable) following a Service Request, We will not provide any benefit for a Service Request for Your Mobile Phone, Tablet PC or Wearable swapped for a Replacement.
- (n) We will not provide any benefit in relation to a Service Request that is submitted to Us after the Swap & Go Program has come to an end or has been cancelled. See “8. When the Swap & Go Program will end?” and “9. Cancellation” for further details.

6 Other Conditions

Notifying Us of changes

You must notify Us if You change Your address or email address.

You must also notify Us as soon as reasonably practicable if:

- You will no longer Live in Australia;
- there is a substitution of the enrolled Mobile Phone, Tablet PC or Wearable;
- there is a change in ownership of the enrolled Mobile Phone, Tablet PC or Wearable; or
- Your Vodafone Agreement ends.

You are not covered in such cases unless We expressly confirm otherwise to You in writing. You have the right to request cancellation of the Swap & Go Program at any time - see “9. Cancellation” for more details.

Ownership of the Mobile Phone, Tablet PC or Wearable following a swap Service Request (except for a front screen swap) and Accessories

Likewise will own:

- any Mobile Phone, Tablet PC or Wearable We have replaced where We send You a Replacement following Your Service Request to swap a Mobile Phone, Tablet PC or Wearable;
- a device You return to Likewise which is not the device that is registered under the Swap & Go Program (e.g. a device with a different IMEI or Serial Number) and is Unlocked and the same make, model and capacity as the device that is registered under the Swap & Go Program;
- a device You return to Likewise which is not the Replacement or the Serviced Mobile Phone the subject of a warranty claim under the Swap & Go Program (e.g., a device with a different IMEI or Serial Number) and is Unlocked and the same make, model and capacity as the Replacement or the Serviced Mobile Phone the subject of a warranty;
- any parts it has swapped where Likewise swaps the front screen on Your Mobile Phone following a Service Request to Us to swap the front screen on the Your Mobile Phone.

Apple will own:

- any Mobile Phone which is an iPhone, a Tablet PC which is an iPad or a Wearable which is an Apple Watch it has swapped where You hand it in at an Apple Store or Apple Authorised Service Provider (as applicable) to collect Your Replacement following a Service Request to Apple to swap an iPhone, iPad or Apple Watch;
- any parts it has swapped where Apple or Apple authorised service provider (as applicable) swaps the front screen on Your iPhone following a Service Request to Apple to swap the front screen on Your iPhone.

You agree that all rights, title and ownership of that swap Mobile Phone, Tablet PC or Wearable as well as any Accessories You send to Us together with such devices will pass to Likewise or Apple (as applicable) and that You will have no further rights or interest in that Mobile Phone, Tablet PC or Wearable in respect of which the swap Service Request was made or any Accessories You send to Us. Once You send to Us the Mobile Phone, Tablet PC or Wearable it may be blocked so it cannot be used on any networks.

We or Likewise may have obligations under law to verify the ownership of the secondhand goods we receive. You will be notified of any ownership verification requirements that You are required to comply with when You make any swap Service Request. We or Likewise may also have obligations under law to verify the identity of the person(s) that We receive secondhand goods from. You will be notified of any identity verification requirements that You are required to comply with when You make any swap Service Request. This may, for example, require that You provide Us or Likewise with proof of identity issued by a government that shows Your full name, photograph, current address and Your signature. If Your proof of identity does not contain Your photograph, an additional proof of identity issued by a government may need to be provided which together with the first proof of identity shows Your full name, current address and Your signature. Your signature must also match the signature in Your proof of identity provided to Us or Likewise. If necessary proof of ownership and identity documents cannot be provided, We or Likewise may not be able to proceed with Your swap Service Request.

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Assist Us with Your Service Request

You or anyone acting on Your behalf must provide Us with any reasonable additional information, assistance or cooperation that We may request in support of Your Service Request. We may request additional information in support of Your Service Request such as proof of ownership, proof of purchase date and identity or a statutory declaration. If the requested information is not supplied, We may not be able to proceed with Your Service Request (in whole or in part).

Electronic delivery of Swap & Go Program documents

You agree that any documents and any notices in relation to the Swap & Go Program will be provided to You electronically unless You tell Us otherwise. It is important that You advise Us of any changes to Your email or phone number to ensure You get these important documents. If however You wish to receive Your documents and other notices in hard copy, please tell Us.

7 Warranty on Replacement or screen swap services

Australian Consumer Law

This limited warranty is provided in addition to the rights and remedies to which You may be entitled under the Australian Consumer Law (ACL). See the Australian Consumer Law Notice on page 4 for further details.

Limited Warranty

Where Your Mobile Phone, Tablet PC or Wearable is swapped for a Replacement, or We provide You with a front screen swap service for Your Mobile Phone (Serviced Mobile Phone), We will provide You with a limited warranty on the Replacement or the front screen restoration services provided on the Serviced Mobile Phone (as applicable).

What is included in the warranty?

We warrant the Replacement against defects in materials and workmanship, when used in accordance with the manufacturer's general operating instructions, for the greater of:

- twelve (12) months from the date You receive the Replacement; or
- twenty-four (24) months from the date of Your purchase of the Mobile Phone, Tablet PC or Wearable (as applicable) from Vodafone.

We warrant the Serviced Mobile Phone against defects in materials and workmanship, when used in accordance with the manufacturer's general operating instructions, for ninety (90) days from the date You receive the Serviced Mobile Phone from Us.

What is not included in the warranty?

This warranty does not extend to:

- damage to the Serviced Mobile Phone that is not related to the front screen swap services provided by Us;
- damage caused to the Replacement or the Serviced Mobile Phone by accident, abuse, earthquake, fire, liquid contact, misuse, or other external cause or event;
- damage caused by You or a third party that has not been directly engaged by Us or the Swap & Go team repairing, servicing, or otherwise opening / tampering with the Replacement or the Serviced Mobile Phone;
- the Replacement or the Serviced Mobile Phone if it has been repaired or modified in any way after We or the Swap & Go team deliver it to You;
- defects caused by normal wear and tear or ageing of the Replacement or the Serviced Mobile Phone;
- any software supplied on the Replacement or the Serviced Mobile Phone;
- the packaging, Accessories and additional hardware supplied (if any) with Your Replacement or Your Serviced Mobile Phone;
- consumable parts of the Replacement or the Serviced Mobile Phone such as screen guards or protective coatings that are designed to diminish over time, unless such defect is caused due to a defect in materials or workmanship;
- cosmetic damage to the Replacement or the Serviced Mobile Phone such as scratches, dents and broken plastic, unless such defect is caused due to a defect in materials or workmanship;
- damage that is caused to the Replacement or the Serviced Mobile Phone by use of Accessories or additional hardware with Your Replacement or Your Serviced Mobile Phone;
- a Replacement or Serviced Mobile Phone in respect of which the IMEI or other Serial Numbers have been defaced or removed;
- a Replacement or the Serviced Mobile Phone which is jail broken; or
- a device in respect of which cannot be verified as the Replacement or Serviced Mobile Phone that You received from Us or the Swap & Go team.

We exclude all warranties and conditions which are not set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth), or expressly provided to You in this warranty or otherwise in this document.

Conditions of the warranty

To be entitled to claim under the warranty, the following conditions must be met:

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Vodafone Customer Care: call 1555 (from your Vodafone mobile) or +61 426 320 000 (if you are overseas)

Talk to a Vodafone representative in-store: find your closest store at <https://www.vodafone.com.au/stores>

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- the IMEI or Serial Number of the device You are making a claim under the warranty for must be the same as the IMEI or Serial Number of the Replacement or the Serviced Mobile Phone that You received from Us;
- the returned device must be returned in good physical condition (not physically broken or damaged, unless and except to the extent that the damage is caused by a defect in materials or workmanship the subject of the warranty claim).

What We will do if Your Replacement or the Serviced Mobile Phone is faulty or defective

Once the Swap & Go team verify that You have satisfied the conditions that entitle You to make a claim in respect of:

- Your Replacement under the warranty, You are eligible for another Replacement; or
- Your Serviced Mobile Phone under the warranty, You are eligible for further a front screen swap, or if the Swap & Go team determine that will not rectify the fault or defect, another Replacement.

When the Swap & Go team provide You with a Replacement ownership of Your returned Replacement or Serviced Mobile Phone will be immediately transferred to Likewise.

What You must do to be entitled to claim the warranty

You cannot make a claim under this limited warranty in a Vodafone store. Any claim must be verified and approved by the Swap & Go team first following the processes outlined below.

To make a claim under the warranty, You must, when You discover the fault or defect in workmanship or materials with Your Replacement or Your Serviced Mobile Phone:

- contact the Swap & Go team by phone on 1800 496 991 or by e-mail at vodafoneswapandgo@likewise.com to request a Return Authorisation (RA);
- supply the Swap & Go team with the IMEI or Serial Number of Your Replacement or Your Serviced Mobile Phone. You can retrieve the IMEI of Your Replacement or Your serviced Mobile Phone by dialing *#06# on Your Replacement or Your Serviced Mobile Phone. Alternatively, for Your Replacement, it will be displayed on the packaging the Replacement was delivered in. It will also be available for You to view on the Vodafone Swap & Go portal;
- remove all Accessories on Your Replacement or Your Serviced Mobile Phone (for example, covers, cases and screen guards);
- perform a factory reset of Your Replacement or Your Serviced Mobile Phone; and
- remove any data, software, games or applications from Your Replacement or Your Serviced Mobile Phone, including making sure it is Unlocked. If it is not Unlocked, the Swap & Go team will not be able to validate Your Replacement or Your Serviced Mobile Phone and process Your claim under the warranty. In this case the Replacement or Your Serviced Mobile Phone will be returned to You at Your cost.

The Swap & Go team will issue to You a RA based on the information in Your request.

If You make a claim under the warranty within thirty (30) days of receiving the Replacement or Serviced Mobile Phone, once a RA has been issued:

- You will be sent another Replacement as well as an e-parcel to Your registered email address and instructions on how to return Your Replacement or Your Serviced Mobile Phone;
- You will then have 14 days to return the Replacement or the Serviced Mobile Phone to the Swap & Go team Unlocked for assessment;
- if You do not return the Replacement or the Serviced Mobile Phone the subject of a warranty claim to the Swap & Go team Unlocked within fourteen (14) days, We may charge You the applicable Non-return Fee.
- if the device You return to the Swap & Go team is not the Replacement or the Serviced Mobile Phone the subject of the warranty claim (e.g. a device with a different IMEI or Serial Number) and is:
 - Unlocked and the same make, model and capacity as the Replacement or the Serviced Mobile Phone the subject of a warranty claim, Likewise will keep the device and We will not charge You the applicable Non-return Fee;
 - not Unlocked or not the same make, model and capacity as the Replacement or the Serviced Mobile Phone the subject of a warranty claim, We may charge You the applicable Non-return Fee if You do not return the Replacement or the Serviced Mobile Phone the subject of a warranty claim to the Swap & Go team Unlocked at Your expense within seven (7) days of the Swap & Go team confirming to You that You may be liable to pay the applicable Non-return Fee, and upon successfully charging the Non-return Fee, return the device that was not the Replacement or the Serviced Mobile Phone the subject of a warranty claim to You.

If You make a claim under the warranty after thirty (30) days of receiving the Replacement or Serviced Mobile Phone, once a RA has been issued:

- You will be sent an e-parcel to the Your registered email address and instructions on how to return Your Replacement or Your Serviced Mobile Phone;
- You will then have fourteen (14) days to return the Replacement or the Serviced Mobile Phone the subject of a warranty claim to the Swap & Go team for assessment; and
- if the Swap & Go team determine that the Replacement or the Serviced Mobile Phone the subject of a warranty claim which is returned to the Swap & Go team is not eligible for a claim under the warranty, the Swap & Go team will return the Replacement or the Serviced Mobile Phone to You. You will be responsible for the reasonable costs of return of the

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Talk to a Vodafone representative in-store: find your closest store at <https://www.vodafone.com.au/stores>

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Replacement or the Serviced Mobile Phone to You.

Your responsibilities when making a claim under the warranty

You should regularly backup Your Replacement or Your Serviced Mobile Phone to avoid losing the information stored on it in the event of a defect. You will need to backup any information that You have stored on Your Replacement or Your Serviced Mobile Phone and would like to keep before making a claim under the warranty. If Your claim is accepted by Us, whether or not You have removed all data or performed a factory reset of Your Replacement or Your Serviced Mobile Phone, Your Replacement or Your Serviced Mobile Phone will be data wiped and will not be returned to You.

Contact details

You can contact the Swap & Go team in relation to this Limited Warranty by phone on 1800 496 991 or by e-mail at vodafoneswapandgo@likewize.com.

8 When the Swap & Go Program will end?

For any Mobile Phone, Tablet PC or Wearable the Swap & Go Program will automatically end with no notice to You at the earlier of the time:

- the Mobile Phone, Tablet PC or Wearable is no longer being used on the Vodafone Network;
- You purchase an AppleCare+ product from Apple which covers your Mobile Phone, Tablet PC or Wearable;
- You no longer Live in Australia;
- You sell or pass Your right, title or interest in the Mobile Phone, Tablet PC or the Wearable to another person; or
- Your Vodafone Agreement for the Mobile Phone, Tablet PC or Wearable is cancelled.

The Swap & Go Program will otherwise end in accordance with its terms or law (for example, if it is not renewed, or is cancelled by You or Us). We will provide You with the applicable notice of this in writing where We are required to do so by law. See “10. Refunds of Monthly Fee” to see if You may be entitled to a refund of any Monthly Fee.

9 Cancellation

You may at any time cancel Your enrolment in the Swap & Go Program. To cancel, please contact Vodafone on 1555 from a Vodafone mobile or 1300 650 410 from any other phone.

We may cancel the Swap & Go Program at any time by providing You with 30 days prior notice in writing of the cancellation.

10 Refunds of Monthly Fee

If:

- You or We cancel the Swap & Go Program;
- You notify Us that You no longer Live in Australia;
- You notify Us that an enrolled Mobile Phone, Tablet PC or Wearable is no longer being used on the Vodafone Network; or
- You sell or pass Your right, title or interest in an enrolled Mobile Phone, Tablet PC or Wearable to another person,

We will pay You a pro rata refund of the Monthly Fee already paid by You for the remaining Enrolment Period for the Mobile Phone, Tablet PC or Wearable.

11 Complaints and Dispute Resolution

If You have any complaints regarding a Service Request, or any aspect of the services of the Swap & Go team or Vodafone in relation to the Swap & Go Program, please contact Vodafone on 1300 650 410.

12 Changes to the Swap & Go Terms and Conditions

We may need to change the Swap & Go Program terms and conditions from time to time if certain changes occur, or where required and permitted by law.

If We need to do this We will provide You with at least 30 days prior written notice of the changes to the terms and conditions before they take effect. Any change in terms and conditions will only apply from the next Renewal Date after the relevant notice has been given to You.

If You do not want to accept the revised terms and conditions You can call Us to cancel Your enrolment in the Swap & Go Program.

You will otherwise be deemed to have accepted the revised terms and conditions from the Renewal Date that they come into effect on.

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Terms & Conditions: Vodafone Swap & Go

Privacy

In this section, “We”, “Our” and “Us” includes Likewize, Vodafone and their related entities.

We deal with Your personal information in accordance with the Privacy Act 1988 (Cth) and each of Our respective privacy policies as listed below. We collect personal information to provide, offer and administer Our various products and services, or otherwise as permitted by law. Such purposes include responding to Your enquiries, providing You with assistance You request of Us, maintaining and administering Our products and services, providing You with marketing information regarding other products and services (of Ours or a third party); quality assurance and training purposes; performing administrative operations and any other purpose identified at the time of collecting Your information.

If You provide personal information to Us about another person, We rely on You to have made or make them aware that You will, or may, provide their information to Us and the types of third parties We may provide it to, the relevant purposes We and any of the third parties will use it for and how they can access it. If You have not done, or will not do, either of these things, You must tell Us before You provide their relevant personal information.

We may collect Your personal information so that We or Our related entities or other third parties with whom We have a relationship can develop or offer You products and services which We believe may be of interest to You, but will not do so if You tell Us not to by contacting Us. Collection can take place by websites, email, telephone or in writing. Unless it is unreasonable or impracticable for Us to do so, We collect Your personal information directly from You. There may, however, be occasions where We collect Your personal information from someone else.

If You do not consent to Us collecting and using all or some of the personal information We request, We may not be able to provide You with Our products or services such as processing Your application for the Swap & Go Program or Your Service Request.

We may at times also disclose Your personal information to Our related companies or third parties who provide services on Our behalf; however, We will never sell, rent or trade Your personal information. This may include Our professional advisors, representatives, distributors or referrers, mailing houses and marketing companies, credit providers, external IT service providers, other intermediaries, providers and advisers. In the case of Service Requests it may be disclosed to persons involved in the replacement processes. Your personal information may also be disclosed to dispute resolution providers, government bodies, regulators, law enforcement agencies and any other parties where required by law.

It may happen that We disclose personal information to related companies or service providers located in countries other than Australia. These details are listed in each of Our respective privacy policies and can change from time to time. You consent to the use and disclosure of Your personal information as set out in this section. Your consent applies unless You tell Us otherwise by contacting Us. You can read more about how We collect, use and disclose Your personal information or Our complaints process about a breach of the Australian Privacy Principles in Our respective privacy policies which are available on Our website or You can request a copy. If You wish to gain access to Your personal information (including correcting or updating it), have a complaint about a breach of Your privacy or have any other query relating to privacy, please contact Us (Our contact details are provided below).

Vodafone

- vodafone.com.au/aboutvodafone/legal/privacypolicy
- 1300 650 410

Likewize

- <http://likewize.com/swapandgo/privacy>
- 1800 496 991