

Target Market Determination

Swap & Go Program

This Target Market Determination (**TMD**) describes the type of customers that the Swap & Go Program (**Program**) has been designed for, the conditions under which the Program may be distributed and how this document will be reviewed for ongoing appropriateness.

This document is not a substitute for the terms and conditions of the Program. When making a decision about the Program, customers must refer to the terms and conditions of the Program, which can be found on the Vodafone website.

Issuer	TPG Telecom Limited (ACN 096 304 620) (Vodafone)											
Product	Swap & Go Program											
Date of TMD	20 December 2022											
Target Market	<p>The Program has been designed for customers with the objectives, needs and financial situation set out in the table below. The key attributes of the Program that make it appropriate for customers in this target market are set out in the second column in the table below.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: #e1eef6;">Customer needs and objectives</th> <th style="background-color: #e1eef6;">Program attributes</th> </tr> </thead> <tbody> <tr> <td>Want the option to swap their mobile phone, tablet or smart watch (Device) for a replacement Device</td> <td>Ability to request a replacement Device (subject to payment of a swap fee)</td> </tr> <tr> <td>Want the option to swap their mobile phone screen</td> <td>Ability to request front screen swaps for an enrolled mobile phone (subject to payment of a screen swap fee)</td> </tr> <tr> <td>Want the option of a service provider coming to the customer's premises to swap their mobile phone screen</td> <td>Ability to request a Likewize Repair service provider to restore the front screen of an enrolled mobile phone on the spot at the customer's selected location (subject to availability and payment of Likewize Repair fee in addition to the screen swap fee)</td> </tr> <tr> <td>Want support and service from Apple for a mobile phone which is an iPhone, a tablet which is an iPad or a smart watch which is an Apple Watch</td> <td>Access to AppleCare Services provided by Apple, including unlimited technical support and unlimited repairs or replacements where an Apple device 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.</td> </tr> </tbody> </table>		Customer needs and objectives	Program attributes	Want the option to swap their mobile phone, tablet or smart watch (Device) for a replacement Device	Ability to request a replacement Device (subject to payment of a swap fee)	Want the option to swap their mobile phone screen	Ability to request front screen swaps for an enrolled mobile phone (subject to payment of a screen swap fee)	Want the option of a service provider coming to the customer's premises to swap their mobile phone screen	Ability to request a Likewize Repair service provider to restore the front screen of an enrolled mobile phone on the spot at the customer's selected location (subject to availability and payment of Likewize Repair fee in addition to the screen swap fee)	Want support and service from Apple for a mobile phone which is an iPhone, a tablet which is an iPad or a smart watch which is an Apple Watch	Access to AppleCare Services provided by Apple, including unlimited technical support and unlimited repairs or replacements where an Apple device 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.
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	<p>Customer financial situation</p> <p>Are able to pay the monthly subscription fee for the Program and the additional swap fee or screen swap fee for each request to replace a Device or restore the screen of a mobile phone</p> <p>The Program is not suitable for customers with the following needs, objectives and situation:</p> <table border="1"> <thead> <tr> <th data-bbox="432 506 927 555">Customer needs and objectives</th> <th data-bbox="927 506 1426 555">Why the Program is not suitable</th> </tr> </thead> <tbody> <tr> <td data-bbox="432 555 927 864">Want or need insurance cover against loss or theft of their Device</td> <td data-bbox="927 555 1426 864">The Program is not an insurance policy and does not pay a benefit in relation to a device while it is lost, misplaced, stolen or otherwise cannot be located. The only benefits provided under the Program are the Device swap, screen swap and Likewise Repair services noted above</td> </tr> <tr> <th data-bbox="432 864 927 913">Customer situation</th> <th data-bbox="927 864 1426 913">Why the Program is not suitable</th> </tr> <tr> <td data-bbox="432 913 927 1115">Has an existing AppleCare+ product offered by Apple for a mobile phone which is an iPhone, a tablet which is an iPad or a smart watch which is an Appel Watch</td> <td data-bbox="927 913 1426 1115">The AppleCare+ products provide customers with similar benefits to those that are available under the Program</td> </tr> </tbody> </table>	Customer needs and objectives	Why the Program is not suitable	Want or need insurance cover against loss or theft of their Device	The Program is not an insurance policy and does not pay a benefit in relation to a device while it is lost, misplaced, stolen or otherwise cannot be located. The only benefits provided under the Program are the Device swap, screen swap and Likewise Repair services noted above	Customer situation	Why the Program is not suitable	Has an existing AppleCare+ product offered by Apple for a mobile phone which is an iPhone, a tablet which is an iPad or a smart watch which is an Appel Watch	The AppleCare+ products provide customers with similar benefits to those that are available under the Program
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<p>Eligibility criteria</p>	<p>To enrol in the Program, customers must satisfy the following eligibility criteria:</p> <ul style="list-style-type: none"> • live, and have a permanent place of residence, in Australia; • be over 18 years of age; • be an approved Vodafone postpaid customer; • have a Device that is: <ul style="list-style-type: none"> ○ registered on the Vodafone Network in the customer's name in connection with a postpaid plan; and ○ no more than 60 days old from the date the customer received it from Vodafone at the time of enrolment; and • any other specific eligibility criteria advised to the customer at the time of enrolment. 								
<p>Distribution Conditions</p>	<p><i>Distribution channels</i></p> <p>The Program is designed to be distributed through the following channels:</p> <ul style="list-style-type: none"> • in Vodafone stores; • over the phone through the Vodafone sales team or Vodafone customer care team; • online through the Vodafone website; and • through authorised third party dealers and partners. <p><i>Distribution conditions and restrictions</i></p> <p>Vodafone applies the following conditions and restrictions to the distribution of the Program so that it is likely that customers who enrol in the Program are in the target market:</p>								

	<ul style="list-style-type: none"> the Program may only be distributed if a customer meets the eligibility criteria; Vodafone staff that distribute the Program are appropriately trained to understand the key product attributes and target market for the Program; and authorised third party dealers and partners authorised to distribute the Program must comply with their distribution agreement with Vodafone which outlines the process and procedures that must be followed when distributing the Program. 									
Distribution Information Reporting Requirements	<p>The following information must be provided to Vodafone by authorised distributors who engage in retail product distribution conduct in relation to the Program:</p> <table border="1" data-bbox="432 696 1425 1861"> <thead> <tr> <th data-bbox="432 696 683 786">Type of information</th> <th data-bbox="683 696 1066 786">Description</th> <th data-bbox="1066 696 1425 786">Timeframe for reporting</th> </tr> </thead> <tbody> <tr> <td data-bbox="432 786 683 1245">Complaints in relation to the Program</td> <td data-bbox="683 786 1066 1245"> <ul style="list-style-type: none"> Number of complaints received during the reporting period in relation to the Program; Full details of those complaints (unless the details have previously been provided as agreed through a complaint reporting system made available to dealers by Vodafone). </td> <td data-bbox="1066 786 1425 1245">Quarterly in respect of each calendar quarter ending at the end of March, June, September and December, with reporting to be provided within 10 business days of the end of each quarter.</td> </tr> <tr> <td data-bbox="432 1245 683 1861">Significant dealings (except excluded dealing) that is not consistent with the TMD</td> <td data-bbox="683 1245 1066 1861"> <ul style="list-style-type: none"> Date each significant dealing occurred; Description of the significant dealing; Why the dealing is considered significant; Why the significant dealing is not consistent with the TMD; How the significant dealing was identified; and Details of steps (if any) that have been, or will be, taken in relation to the significant dealing. </td> <td data-bbox="1066 1245 1425 1861">As soon as practicable, and in any case within 10 business days after becoming aware of the significant dealing.</td> </tr> </tbody> </table>	Type of information	Description	Timeframe for reporting	Complaints in relation to the Program	<ul style="list-style-type: none"> Number of complaints received during the reporting period in relation to the Program; Full details of those complaints (unless the details have previously been provided as agreed through a complaint reporting system made available to dealers by Vodafone). 	Quarterly in respect of each calendar quarter ending at the end of March, June, September and December, with reporting to be provided within 10 business days of the end of each quarter.	Significant dealings (except excluded dealing) that is not consistent with the TMD	<ul style="list-style-type: none"> Date each significant dealing occurred; Description of the significant dealing; Why the dealing is considered significant; Why the significant dealing is not consistent with the TMD; How the significant dealing was identified; and Details of steps (if any) that have been, or will be, taken in relation to the significant dealing. 	As soon as practicable, and in any case within 10 business days after becoming aware of the significant dealing.
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Review of the Target Market Determination	<p>Vodafone will review the TMD as follows:</p> <p>Initial review: Within 18 months from the date the TMD is made.</p> <p>Periodic reviews: Within 18 months from the date of the previous review.</p>									

Review triggers: In addition, Vodafone will review this TMD if any of the following events occurs (which would reasonably suggest that the TMD is no longer appropriate):

- a significant dealing of the Program to customers outside the target market occurs;
- a significant number of complaints is received from customers in relation to their enrolment in or use of the Program that reasonably suggests that the TMD is no longer appropriate;
- a material change to the Program or the terms and conditions of the Program occurs (e.g. adding to, removing or changing a key attribute, or a significant change to the distribution of the Program) which would cause the TMD to no longer be appropriate;
- a change in law, relevant industry code, ASIC guidance or other regulatory requirement that materially affects the Program; and
- the receipt of a product intervention power order from ASIC requiring Vodafone to immediately cease retail product distribution conduct in respect of the Program.