



## TERMS & CONDITIONS

### INGRAM MICRO IN-STORE TRADE-IN PROGRAM

THIS TRADE-IN PROGRAM ("PROGRAM") IS OPERATED BY INGRAM MICRO PTY LIMITED (ABN 45112487966) ("INGRAM MICRO"). VODAFONE BRANDED STORES ACT AS A DEVICE COLLECTION POINT ON BEHALF OF INGRAM MICRO. INGRAM MICRO IS NOT IN ANY WAY AFFILIATED WITH VODAFONE.

THE TRADE-IN PROGRAMME IS GOVERNED BY THE TERMS AND CONDITIONS SET FORTH HEREIN. PLEASE READ THESE TERMS AND CONDITIONS TO CAREFULLY UNDERSTAND YOUR RIGHTS AND OBLIGATIONS UNDER THIS PROGRAM. BY PARTICIPATING IN THE PROGRAM, YOU AGREE TO DO SO ON THE TERMS AND CONDITIONS OUTLINED BELOW, WHICH WILL FORM THE AGREEMENT BETWEEN INGRAM MICRO AND YOU, THE SELLER OF THE DEVICE. UNDER THIS AGREEMENT INGRAM IS BUYING YOUR PHONE AND VODAFONE IS ASSISTING YOU AND INGRAM TO DO THIS.

#### **1. Eligibility**

To be eligible to participate in this Program, the following conditions must be met:.

- a. You must have an existing account with Vodafone;
- b. You must be 18 years of age or older and be legally capable of entering into a binding contract;
- c. You are the legal and rightful owner of the device being traded and no other third party has the right to claim interest, right or ownership of the device. The device must be free from any liens, security interest or claims by third parties;
- d. You confirm that your device has not been reported lost or is a stolen device.

#### **2. Device Acceptability Criteria**

- a. Your device will be assessed by a Vodafone staff based on Ingram Micro's acceptability criteria for your device.
- b. If your device meets the acceptability criteria, Ingram Micro may offer to purchase your device at the quoted device trade-in value ("Quoted Value"), which is determined by Ingram Micro at the point of trade-in based on the make, model, condition and operational nature of your device.
- c. You acknowledge that the acceptability criteria for the trade-in are subject to change and Ingram Micro may amend the acceptability criteria at its discretion from time to time. You will be informed of the acceptability criteria applicable to your device at the point of trade-in.
- d. Ingram Micro reserves the right to decline any device that is damaged and/or does not meet Ingram Micro's acceptability criteria.

### **3. Your trade-in credit**

- a. If you choose to accept Ingram Micro's offer, the Quoted Value will be paid to you as a credit applied to your postpaid account with Vodafone, which will reflect in the second postpaid account billing cycle, 'or if you simultaneously purchase a device under Mobile Payment Plan ('MPP') over 12, 24 or 36 months ('Commitment Period'), the credit can be spread in equal instalments over your chosen Commitment Period'. Once we have credited the Quoted Value to your account, you will not be able to obtain a refund of the trade-in credit and you cannot transfer or redeem or exchange your trade-in credit for cash or other item of equal value.
- b. The Quoted Value for your device applied in the manner above is paid by Ingram Micro to Vodafone. By accepting the offer and in consideration of the Quoted Value, you agree to sell the device to Ingram Micro and transfer full ownership and rights over the device to Ingram Micro.
- c. If Ingram Micro or Vodafone finds that the trade-in device has been reported lost or stolen, Ingram Micro and Vodafone will assist the police to locate the device and return it to its rightful owner and your personal details will be delivered to the police. In such instance, you agree that the Quoted Value paid by Ingram Micro for the lost or stolen device will be refunded in full and you authorise Vodafone to reverse the full trade-in credit applied for the lost or stolen device from your postpaid account.

### **4. Your obligations**

- a. You are responsible for removing the memory card, SIM card or any accessories in or on your device and erasing all the personal and confidential information and data, including, but not limited to applications, contacts and personal data, confidential and/or personal information, photos, notes, videos, messages and/or passwords from the device ("Personal Information"). It is also your responsibility to ensure that Personal Information in the device is appropriately backed up before handing over your device to Ingram Micro.
- b. If any Personal Information has not been deleted or removed from your device, you authorise Ingram Micro to remove and destroy any SIM card or memory card left in the sold device and perform a factory reset and data wipe on the said device.
- c. Under no circumstances will Ingram Micro or Vodafone be responsible or liable for any direct or indirect loss or damage or loss of use of any Personal Information remaining in the device which you failed to remove, or which arises as a result of Ingram Micro or its contractor destroying or removing the Personal Information.



## **5. Privacy Information**

- a. Ingram Micro is required by law to verify your identity and obtain certain information from you including proof of identity (which may include photograph), full name, residential address, date of birth and contact details. Ingram Micro reserves the right to require you to provide further information required by law or the authorities.
- b. You acknowledge that as part of Ingram Micro's licensing obligation, your personal information along with the device serial number may be submitted to the police data system for verification purposes and to assist with checks for lost or stolen property.
- c. The personal information that you provide to Ingram Micro under this Program will be dealt with and used in accordance with Ingram Micro's Privacy Policy (<https://au.ingrammicro.com/c/PrivacyPolicy.aspx>) and for purposes of running the Program, issuance of trade-in credit by Vodafone to you and compliance with Ingram Micro's legal and regulatory obligations (including second-hand dealers licence and legal obligations in relation to second-hand goods). Please read our Privacy Policy (<https://au.ingrammicro.com/c/PrivacyPolicy.aspx>) for further information.
- d. You may contact Ingram Micro's Privacy Officer if you have any questions or concerns about the personal information that Ingram Micro holds about you or the way we handle that personal information.

## **6. Disabling the Apple Activation Lock**

- a. If you have an Apple Device, you must disable the Activation Lock before trading it in. To disable the Activation Lock open settings on your device, select the iCloud section, and scroll to the "Find my iPhone" toggle and switch this to 'off'. You can also access these options through [www.icloud.com](http://www.icloud.com).
- b. Your device will not meet the eligibility criteria if the Activation Lock on the device is not disabled and Ingram Micro's right in such instance will include a refund of the trade-in credit, in which case Vodafone will reverse the trade-in credit previously applied on your account.

## **7. Liability**

- a. You acknowledge that if you breach any of these terms, Ingram Micro or its affiliate may suffer or incur losses and damages arising from your breach. As such you agree to defend, indemnify, and hold harmless Ingram Micro and its affiliates from and against any and all claims, liabilities, losses, damages, costs or expenses of any kind (including reasonable attorneys' fees and disbursements) suffered or incurred by Ingram Micro and its affiliates as a result of or arising out of any breach of these terms by you.



- b. Ingram Micro will not be liable for failure or delay in performing its obligations for reasons outside Ingram Micro's reasonable control or as a result of its compliance with law.
- c. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL INGRAM MICRO BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, INCIDENTAL OR EXEMPLARY DAMAGES, OR LOSS OF OPPORTUNITY, PROFIT OR BUSINESS, EVEN IF INGRAM MICRO HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF THIS AGREEMENT FAILS IN ITS ESSENTIAL PURPOSE, IN NO EVENT WILL INGRAM MICRO'S CUMULATIVE LIABILITY TO YOU (IN TORT (INCLUDING NEGLIGENCE), CONTRACT, WARRANTY, INFRINGEMENT, UNDER STATUTE OR OTHERWISE) EXCEED THE TRADEIN VALUE PAID BY INGRAM MICRO FOR YOUR DEVICE. THIS SECTION IS NOT INTENDED TO EXCLUDE OR LIMIT INGRAM MICRO'S LIABILITY FOR ANYTHING THAT CANNOT BE EXCLUDED OR LIMITED BY LAW. THIS SECTION IS ALSO NOT INTENDED TO EXCLUDE OR LIMIT ANY RIGHTS YOU MAY HAVE UNDER LAW.

## **8. General**

- a. The trade-in contract is made between you and Ingram Micro and no other third party shall have the right to enforce any terms here.
- b. Ingram Micro may change these Terms and Conditions from time to time. The terms and conditions in force at the time of your device trade-in will form the contract between you and Ingram Micro.
- c. Any provision of these Terms which is invalid or unenforceable by a court is to be read down or severed to the extent of the invalidity or unenforceability, and shall not affect the validity or enforceability of that provision in another jurisdiction or of the remaining provisions.
- d. Ingram Micro's delay or failure to exercise or enforce its right under these Terms is not a waiver of its rights under this agreement. A waiver by Ingram Micro of a provision or a right under these Terms is only valid if we agree to the same in writing.
- e. These Terms and Conditions are governed by the laws of New South Wales, Australia although second-hand goods will be dealt with in accordance with local laws and regulations in each jurisdiction. Disputes arising out of these terms or this arrangement will be settled by the courts of New South Wales, Australia.