



## Evo Trade-In Guarantee Terms and Conditions (June 2021)

These terms and conditions ("Terms") apply to our trade-in guarantee offer (the "Offer"). Any capitalised terms we use shall have the meaning set out in these Terms. Provided you comply with these Terms, the Offer allows you to trade in your Trade-In Device for a monthly saving on your New Plan, and you will receive immediate confirmation of your monthly saving amount before you send in your Trade-In Device. By trading in your Trade-In Device in accordance with these Terms you are purchasing a monthly saving on your New Plan.

- Call 03333 043 222 or email [disability.access@vodafone.co.uk](mailto:disability.access@vodafone.co.uk) for a large print or braille version of this document.

Trade-in is operated by Ingram Micro Inc. ("Ingram") on our behalf. Your Trade-In Device will need to meet minimum standards, to find out more about this see the paragraph below, "Good Working Condition: What is meant by Good Working Condition?".

**When taking the Offer you will be contracting with us (our company information is at the end of these Terms)**

The contract between you and us for this Offer is not formed until: (i) we confirm that your Trade-In Device meets the requirements set out in these Terms and is accepted, for trade-ins completed in-store; or (ii) Ingram confirms on our behalf that your Trade-In Device has been received, meets the requirements set out in these Terms and is accepted, for trade-ins completed remotely.

We recommend that you read these Terms carefully before using the site and submitting your sales order. They are designed to ensure that you get the correct monthly saving. You will need to tick the box when completing the sales order for your new plan indicating that you accept them. If you don't want to accept, you will not be able to receive the trade-in monthly saving.

### How does the Offer work?

The Offer is available to UK-based consumers and sole traders who are not registered for VAT and who trade in any one of the following devices after using Vodafone's trade-in tool (the "Trade-In Tool") to assess your device ("Trade-In Devices"):

### Eligible devices to trade in:

Apple iPhone 8  
Apple iPhone 8+  
Apple iPhone XS Max  
Apple iPhone X  
Apple iPhone XS  
Apple iPhone XR  
Samsung Galaxy S9  
Samsung Galaxy S9+  
Samsung Galaxy S10  
Samsung Galaxy S10+  
Samsung Galaxy S10e  
Samsung Galaxy S10 5G  
Samsung Galaxy S10 Lite

### You can trade in your Trade-In Device online, in store or by calling our agents.

To receive the Offer a consumer or sole trader must purchase a 24 month airtime plan online, in-store or by calling our agents, at the time of trade in (with any such plan being a "New Plan") and comply with these Terms. If you wish to take advantage of the Offer without taking a new device from us, please call us or visit your local store. You will not be able to purchase a New Plan without taking a new device from us via our website.

### Monthly Saving

Once you have traded in your Trade-In Device and chosen your New Plan, you will receive a monthly saving. The amount of your monthly saving will be indicated to you at the time of purchase and will vary depending on the Trade-In Device you are trading in. The monthly saving is inclusive of VAT, if VAT applies. The monthly saving is outside the scope of VAT as payment for your Trade-In Device and VAT does not apply on the basis that you are not registered or liable to be registered for VAT. Please note, if you fail to return your Trade-In Device within the time required (as set out below) or you have not complied with the requirements set out in these Terms:

- 1) We will remove the monthly saving from your New Plan;
- 2) No contract will be formed between us in respect of the Offer; and
- 3) We will be entitled to claim back any monthly savings applied to your New Plan in anticipation of the formation of a contract between us in respect of the Offer or where a contract has been formed and we subsequently discover your Trade-In Device has been registered as lost or stolen. Without limiting our rights, we may claim back such monthly savings by adding the relevant amounts to your next bill.

### Good Working Condition: What is meant by Good Working Condition?

Your Trade-In Device must satisfy four criteria in order to be eligible for the Offer:

- 1) **It switches on to the home screen:** This means it should power up and should be free from PIN locks. It should make and receive a call. All functionality must work (for example, Bluetooth, camera, WiFi). All control buttons (on/off, volume, navigation) must work. All connection sockets, microphones and speakers should work, and the (IMEI) label should be intact. Your Trade-In Device must be free from water damage (and signs of water damage as signified by the manufacturer's water damage indicators).
- 2) **Screen and back of the phone/casing intact:** This means that neither the screen nor the back of your Trade-In Device should be smashed and both should be free from any cracks or scratches longer than 10mm.
- 3) **Touchscreens should be fully functional:** This means that the touchscreen should respond correctly to screen swipes and selecting keyboard letters and apps.
- 4) **Switched off security settings:** Before sending your Trade-In Device to us, you must:
  - (a) remove your Google account(s) from your Trade-In Device (as applicable); and
  - (b) switch off any security settings (such as Find My Mobile or Find my iPhone) on your Trade-In Device which prevent security access to the phone for testing purposes.

Head to <https://support.google.com/android/answer/7664951?hl=en-GB> to find out how to remove your Google account(s) from your Trade-In Device (if applicable). If you are in any doubt as to whether your Trade-In Device satisfies all of the above criteria, you are advised to contact us first before sending in your Trade-In Device.

### How does the Trade-In Tool work?

To trade in you must either: (i) complete Vodafone's Trade-In Tool remotely, in the My Vodafone app; or (ii) attend one of our retail stores and have a Vodafone retail agent assess (and confirm acceptance of) your Trade-In Device using the Trade-In Tool, within 2 days of purchasing your New Plan in order to receive your monthly saving. If the Trade-In Tool is not completed within 2 days of purchasing your New Plan, your monthly saving may be removed.

The Trade-In Tool will confirm the condition of your Trade-In Device in order to guarantee your monthly saving.

If the assessment in the Trade-In Tool is completed on a different model than that which you specified when purchasing your New Plan (the "Different Trade-In Device"), then your trade-in may automatically be cancelled and the monthly saving removed.

### How to send us your Trade-In Device

Once you have completed the Trade-In Tool remotely, we will send you a return pack containing a delivery box. We must receive your Trade-In Device within 20 days of the date we notify you to complete the Trade-In Tool. Simply place your Trade-In Device in the packaging and take it to your local Post Office, making sure it reaches us by the time specified above.

We've paid the postage so there's no charge – however we recommend requesting proof of postage for your records. We also recommend you use a different device to take a picture of the Trade-In Device you are returning (being sure to capture the IMEI number) to verify its condition at the point of sending to us.

You have 14 days, from the date you purchase your New Plan, to change your mind. Returns (as applicable) will be processed in accordance with our returns policy, which can be found at <https://www.vodafone.co.uk/my-vodafone-account/orders/returns>. However, once we accept the Trade-In Device you have sent to us, we won't be able to return it to you.

Once we receive your Trade-In Device, save where your Trade-In Device is rejected (see the paragraph below, "Trade-In Device rejected") Ingram will be in touch with you to confirm that they have accepted your Trade-In Device on our behalf and your monthly saving shall continue to be applied.

Please note, the device will be at your risk until a contract is formed between us for the Offer (please see the "Postal Loss and Damage" section below for further information). No contract is formed between us for the Offer until we or Ingram have received your Trade-In Device, confirmed it meets the requirements set out in these Terms and is accepted.

### Trade-In Device rejected

There are certain circumstances where your Trade-In Device may be rejected. If one of the following circumstances arises, your Trade-In Device will be sent back to you and your monthly saving will be removed:

- 1) Your Google account(s) has not been removed from your Trade-In Device (as applicable) and/or there are security settings (such as Find My Mobile or Find My iPhone) remaining on your Trade-In Device which prevent security access to the phone for testing purposes and you do not respond to Vodafone's attempts to contact you to fix the problem or cooperate reasonably with Vodafone to resolve the problem;

- 2) We, or Ingram acting on our behalf, determine that your Trade-In Device has been damaged intentionally or maliciously; or
- 3) You send in something other than the Trade-In Device, or a different model than that which was submitted for assessment in the Trade-In Tool quoted on your order.

### **Looking after SIM cards and data stored on the Trade-In Device**

It's your responsibility to remove the SIM card from the Trade-In Device, back up and remove any content or data from the Trade-In Device before sending it to us. SIM cards and your Trade-In Device can contain private information and may enable unauthorised use of mobile network services.

If you fail to remove your SIM card or remove any data or content from your Trade-In Device, you agree we're not responsible for any claims, losses or damages relating to the use of the SIM card or any data or content arising before, or after we receive the Trade-In Device(s) you've sent us.

Please don't forget, we don't return any SIM cards we receive.

We're not responsible for protecting any information on the Trade-In Device and it's not possible for you to obtain any content from the Trade-In Device, whether stored on the device or memory card, once it has been sent to us. We strongly recommend you back up such contents before sending any Trade-In Device(s) to us.

### **"Lost, Blocked or Stolen devices" and "Fake Devices"**

By trading in your Trade-In Device, you confirm that you own the Trade-In Device or are otherwise lawfully entitled to trade it in. "Lost, Blocked or Stolen Devices" are devices that have been reported as either lost, blocked or stolen in any of the stolen asset registers maintained by CheckMEND which is operated by Recipero Limited at <https://www.checkmend.com/uk>.

Any Trade-In Devices received which are "Lost, Blocked or Stolen Devices" will: (i) be dealt with in accordance with Home Office guidelines; (ii) held pending a claim from the Police, an insurance company or the registered owner; and (iii) have any associated monthly saving removed from the account of the sending customer.

"Fake Devices" are counterfeit devices which are manufactured to resemble products made by another company in breach of copyright and other intellectual property rights. We will remove monthly savings for customers who send Trade-In Devices that are Fake Devices.

We will inform the relevant authorities if there is any suspicion that there is a deliberate attempt to commit fraud. We may reclaim any money paid to you if it is discovered within three (3) months of the return of a Trade-In Device that the Trade-In Device has either been reported "lost, blocked or stolen" by the (seller of the device), or the Trade-In Device is discovered to be a Fake Device.

For the purposes of these Terms, the removal of monthly savings includes: (i) claiming back any monthly savings already applied to your New Plan, and (ii) removing any monthly savings from your New Plan which would have been applied to your New Plan in the future, if you had complied with these Terms. Without limiting our rights, we may claim back monthly savings by adding the relevant amounts to your next bill.

### **Postal Damage and Loss**

We are not responsible for any loss or damage your Trade-In Device(s) suffers from the time it leaves you until we or Ingram receive your Trade-In Device, confirm it meets the requirements set out in these Terms and is accepted.

For each package you send us it is your responsibility to ensure that it is:

- 1) adequately insured for loss or damage during delivery; and
- 2) adequately physically protected.

You may want to look at our posting tips for recommendations on returning your Trade-In Device.

### **Events outside of our control**

Unfortunately, sometimes things happen which we can't control. We will not be liable or responsible to you for any failure or delay in providing the services or meeting any of our obligations under these Terms caused by events outside of our reasonable control or due to our compliance with any applicable laws or regulations.

### **When does the contract start?**

Nothing on this site constitutes an offer by us to sell or purchase any goods or services from you. Where you send us your Trade-In Device(s), this shall constitute an offer by you to sell the device(s) to us in exchange for a monthly saving on your New Plan from us, in accordance with these Terms. No contract will be formed until we or Ingram (on our behalf) accept your Trade-In Device providing it meets the requirements set out in these Terms.

### **Early upgrade fees**

Please note, if you are currently in the minimum commitment period of your contract with us, you may need to pay an early upgrade fee (or other fees) when trading in your Trade-In Device. Please check your My Vodafone Account, contact us or see your current contract for details.

## New device

Please note that the New Plan will be an airtime plan and will not include a new device. If you take a new device from us, additional terms and conditions apply. As noted above, if you wish to take advantage of the Offer without taking a new device from us, you will need to call us or visit your local store.

## Information on this site and other general matters

The site and, in particular, prices may be updated from time to time. You should check the site and read these Terms to ensure you have the latest information.

This site and services are supplied to you on an "as is" basis and, to the fullest extent permitted by law, we make no warranties, express or implied, regarding their satisfactory quality, fitness for a particular purpose, suitability, reliability, timeliness, accuracy, completeness, security or that they are free from error. We try to ensure that the information within the site is accurate, but your access to the site and services and any action you carry out on the basis of information you obtain from the site is carried out entirely at your own risk and we accept no liability for any losses that you may suffer as a result.

The inclusion of links on this site to third party sites not controlled by us does not imply any endorsement by us of such sites. We accept no responsibility for such third party content, services and sites.

We will not be liable for any loss of use, profits or data or any indirect, special or consequential damages or losses, whether such losses or damages arise in contract, negligence or tort, or otherwise in relation to:

- 1) Your use of, reliance upon or inability to use the site or content;
- 2) Any circumstance that is outside of our reasonable control; and
- 3) Any loss or damage that is not directly caused by us or which we could not reasonably expect at the time we entered into our agreement with you.

Nothing in these Terms is intended to exclude or limit our liability for death or personal injury, fraud or any other liability which we may not by law exclude or limit.

We reserve the right to withdraw or make alterations to the Offer in the event of unforeseen circumstances including without limitation COVID-19/other pandemic, decisions by our suppliers (including but not limited to Ingram), changes to laws, regulations or orders or acts of God. In the event of any such alteration, neither we nor our suppliers shall be liable to you for any costs, expenses or other losses resulting from such alteration.

We may change these Terms at any time. We'll tell you beforehand where any change is likely to materially disadvantage you.

These Terms will be governed by and interpreted in accordance with English law and you and we both consent to the non-exclusive jurisdiction of the English courts.

## Site disclaimer

While we endeavour to ensure that the information on this site is correct, we do not warrant the accuracy and completeness of the material on this site. We may make changes to the material on this site, or to the products and prices described in it, at any time without notice. The material on this site may be out of date, and we make no commitment to update such material. The material on this site is provided "as is" without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with the site on the basis that we exclude all representations, warranties, conditions, and other terms, which, but for these Terms might have effect in relation to the site.

We, any other party (whether or not involved in creating, producing, maintaining or delivering this site), and any group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this site in any way or in connection with the use, inability to use or the results of use of this site, any sites linked to this site or the material on such sites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this site or your downloading of any material from this site or any sites linked to this site, which exceeds the devices' valuation as provided by or agreed by us.

Nothing in these Terms shall exclude or limit our liability for (i) death or personal injury caused by negligence (as such term is defined by the Consumer Rights Act 2015); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law. If your use of material on this site results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

## Contact us

If you have any questions concerning this site or the services we provide, please contact us.

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