



Unbeatable Trade-in Terms and Conditions

1. These terms and conditions ("**Terms**") apply to our unbeatable trade-in offer (the "**Offer**"). These Terms apply in addition to the Trade-in Guarantee Terms and Conditions ("**Trade-in Terms**") available [here](#). In the event of any conflict or inconsistency between these Terms and the Trade-in Terms, the Trade-in Terms shall take precedence.
2. **Definitions**
 - a. Any capitalised words we use shall have the meaning set out in these Terms.
 - b. "**Mobile Network**" means any UK mobile network operator other than Vodafone, which means EE, Three and Virgin Media O2. For the avoidance of doubt (and without limitation), mobile virtual network operators such as Sky Mobile, Tesco Mobile, ID Mobile and companies such as Carphone Warehouse / Currys and Mazuma Mobile are not Mobile Networks and Qualifying Deals that are offered by such companies will not qualify for the Offer.
 - c. "**Qualifying Deal**" means a publicly available offer directly from a Mobile Network to purchase a mobile device in exchange for value. Qualifying Deals do not include Promotions.
 - d. "**Promotions**" means:
 - i. an offer where the trade-in value offered is increased as part of a seasonal, personal or other promotional offer, or because the trade-in value is connected with, or contingent on, any other promotional offer;
 - ii. any negotiated trade-in value offer;
 - iii. an offer for individual groups such as family account holders or loyalty offers;
 - iv. any offer that is not publicly available to a new customer;
 - v. any offer that is contingent on the purchase of another product or service; and
 - vi. any offer that has clear promotional terms and conditions, including a promotional end date.
3. **Offer**
 - a. From 1st August 2022 until 23rd September 2022 ('**Offer Period**'), we will provide an unbeatable trade-in value on selected phones, when using our Trade-in Tool, meaning that we will beat any Qualifying Deal from another Mobile Network by at least £1.
 - b. The selected phones that are eligible for this Offer are listed [here](#) ('**Eligible Phone(s)**'). Please note that the Eligible Phones may change from time to time.
 - c. During the Offer Period, we will be checking our trade-in prices daily (from Monday to Friday) to ensure that our prices remain unbeatable compared with any Mobile Network's standard trade-in price. Promotions are excluded from this Offer.
 - d. Any changes required to our trade-in prices, will be made early morning the next working day.
4. **Eligibility.**
 - a. To be eligible to benefit from this Offer you must:
 - i. be a consumer or sole trader;
 - ii. trade-in an Eligible Phone via our Trade-in Tool in accordance with our Trade-in Terms;
 - iii. trade-in an Eligible Phone that is in good working condition, in accordance with our Trade-in Terms; and
 - iv. comply with these Terms.
5. **General**
 - a. 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:
 - i. Any circumstance that is outside of our reasonable control; and
 - ii. 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.
 - b. We reserve the right to withdraw or make amendments 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 amendments, neither we nor our suppliers shall be liable to you for any costs, expenses or other losses resulting from such amendments.
 - c. 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; or (iii) any liability which cannot be excluded or limited under applicable law.
 - d. We may change these Terms at any time. We'll tell you beforehand where any change is likely to materially disadvantage you.
 - e. If you would like to complain, please see our complaints page for more information: <https://www.vodafone.co.uk/help-and-information/complaints/code-of-practice>
 - f. 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.
6. **Who are we?**

Vodafone Limited, registered in England number 1471587 at Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN.

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