



## The Great British Tech Appeal – Business Donor Terms and Conditions

### Introduction

The COVID-19 pandemic has highlighted just how important digital technology is in keeping us connected. Yet, hundreds of thousands of people across the UK don't have adequate access to a device or connectivity at home and face huge barriers in accessing education and support services. Together with Barnardo's, (the "**Charity Partner**"), Vodafone Limited ("**Vodafone**") has launched The Great British Tech Appeal (the "**Appeal**") which aims to help by collecting and redistributing old smartphones and tablets to those who need them most.

Subject to these Terms and Conditions, under the Appeal, Vodafone will collect used smartphones and tablets from businesses. These devices will be data wiped, reboxed and redistributed, with the help of the Charity Partner. Recipients of a device will benefit from unlimited connectivity for six months, after which they can choose to stay with Vodafone as a customer or join another network.

These Terms and Conditions govern the participation in the Appeal by any donor that is a business (or anyone that is otherwise donating a device that is, or has previously been, used for business rather than personal use) ("**you**"). By sending your Devices (as defined below) to Vodafone and therefore taking part in the Appeal, you accept and agree to these Terms and Conditions. Individuals donating their personal devices should refer to the FAQs found at [vodafone.co.uk/techappeal](https://vodafone.co.uk/techappeal).

We recommend that you print and store or save a copy of these Terms and Conditions for future reference.

### 1. Eligibility

1.1 You can donate any smartphone or tablet that is in working condition<sup>1</sup> (each a "**Device**").

1.2 For the avoidance of doubt, the following are not Devices:

- (A) chargers;
- (B) SIM cards or memory cards; and
- (C) any other similar accessory in respect of a Device,

(each, an "**Accessory**"), and will not be accepted by Vodafone as part of the Appeal.

### 2. Sending Devices

2.1 In order to participate in the Appeal, you are required to email [techappeal@vodafone.com](mailto:techappeal@vodafone.com) specifying the following:

- (A) your business name and contact details, including a telephone number and name of a relevant contact person;

- (B) an address, in the UK, from which the Devices you intend to contribute to the Appeal can be collected (the “**Address**”);
- (C) suitable times, during Business Hours on a Business Day, from which the Devices can be collected from the Address; and
- (D) details of the number of Devices you intend to contribute to the Appeal, including sufficient details as to the total size and weight of the Devices (including any packaging),

and for the purposes of this clause 2.1, “**Business Hours**” means 9.30am to 5.30pm on a Business Day; and “**Business Day**” means any day other than a Saturday, Sunday or bank or public holiday as observed in the location of the Address.

- 2.2 It is your responsibility to suitably package (including by way of any protective packaging) each Device so as to allow for its collection pursuant to clause 2.3.
- 2.3 Subject to clause 2.4, Vodafone will arrange for Devices to be collected by a courier service from the Address at no cost to you.
- 2.4 You agree to limit the number of Devices donated to no more than 250 (the “**Fair Use Limit**”). For the avoidance of doubt, Vodafone reserves the right to refuse to arrange for the collection of Devices that exceeds the Fair Use Limit.

### **3. Ownership in Devices and donation to Charity Partners**

- 3.1 You hereby acknowledge and agree that:
  - (A) ownership in the Devices sent to Vodafone in accordance with clause 2 will pass from you to Vodafone at the point of receipt by a courier service; and
  - (B) you will receive no money in return from Vodafone, any Charity Partner or any other person in respect of the passing of ownership in accordance with clause 3.1(A).
- 3.2 For the avoidance of doubt, the reference to the passing of ownership from you to Vodafone in clause 3.1(A) refers to the transfer of ownership to Vodafone Limited, a private limited company with company number 01471587 and whose registered office address is Vodafone House, The Connection, Newbury, Berkshire, RG14 27N.
- 3.3 Upon taking (i) possession and; (ii) ownership of the Devices pursuant to clause 3.1(A), Vodafone shall:
  - (A) arrange for any of the Devices to be cleaned, data wiped and donated to any of the Charity Partners (or to any other registered charity that may participate in the Appeal from time to time), in each case in Vodafone’s absolute discretion; or
  - (B) arrange for any of the Devices that, in Vodafone’s absolute discretion, cannot be processed in accordance with clause 3.3(A) to be responsibly recycled.

- 3.4 If you send any item (including any Accessory) that is not an eligible Device to Vodafone, you agree that, by doing so, any such item shall be non-returnable and accordingly, Vodafone shall have the right to deal with any such item at its absolute discretion, including arranging for its recycling or otherwise.

#### **4. Your obligations**

By sending the Devices to Vodafone pursuant to these Terms and Conditions, you hereby acknowledge and agree that:

- 4.1 you are the owner of the Devices until such time as that ownership is extinguished in accordance with clause 3.1(A);
- 4.2 you have taken all reasonable steps to ensure that any data (including personal data) has been deleted on each Device;
- 4.3 you have taken all reasonable steps to reset each Device to its default factory settings, including removing any password, pin number or cloud-based protection, such as iCloud, and disabled any 'find my device' functionality such as 'Find My iPhone';
- 4.4 subject to clause 4.5, you have complied with any law, regulation and/or internal procedure or policy that is applicable to you in the context of the Appeal and/or your participation in the Appeal in accordance with these Terms and Conditions, including, but not limited to, obtaining any consents or other authorisations required and compliance with any anti-bribery and corruption or privacy policies in connection with your donation of the Devices;
- 4.5 you have a comprehensive programme for compliance with the Criminal Finances Act 2017 (UK) (the "**CFA**"), and confirm that you have effective measures, controls and procedures in place as are reasonable to prevent tax evasion offences (as defined by the CFA) and the facilitation of tax evasion offences; and
- 4.6 your donation of any Device is likely to constitute a disposal of that Device to Vodafone for tax purposes and the tax consequences, if any, of making such a disposal will depend on your particular circumstances.

#### **5. Vodafone's obligations**

By receiving the Devices from you pursuant to these Terms and Conditions, Vodafone hereby acknowledges and agrees that to the extent that Vodafone receives a Device containing any data (including personal data), Vodafone shall take all reasonable steps to wipe that Device and delete all previous user data.

#### **6. General**

- 6.1 Privacy. Any personal data processed by Vodafone will be processed in accordance with Vodafone's privacy policy available at [vodafone.co.uk/privacy](http://vodafone.co.uk/privacy).
- 6.2 Governing Law. These Terms and Conditions shall be governed by and construed in accordance with English law.

- 6.3 Survival. Should any clause, term or provision of these Terms and Conditions be or become invalid or unenforceable, the validity or enforceability of the other clauses, terms and provisions shall not be affected thereby. The invalid or unenforceable clause, term or provision shall be deemed to be substituted by a suitable and equitable clause, term or provision, which, to the extent legally permissible, comes as close as possible to the intent and purpose of the invalid or unenforceable clause, term or provision.
- 6.4 Changes to these Terms and Conditions. These Terms and Conditions may be amended at any time without prior notice. Any changes will be posted on the [vodafone.co.uk/techappeal](http://vodafone.co.uk/techappeal) website. It is your responsibility to ensure you review the current Terms and Conditions before sending your Devices to Vodafone and participating in the Appeal.