

# Terms and conditions for businesses who donate to The Great British Tech Appeal

## Background

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 and Business 2 Schools, (the "**Charity Partners**"), Vodafone Limited ("**Vodafone**") runs 'The Great British Tech Appeal' (the "**Appeal**") which aims to help by collecting and redistributing old smartphones, laptops and tablets to those who need them. Vodafone will allocate donated devices to its chosen Charity Partner, who will then allocate to individuals, families and schools they have identified as most in need. Businesses that want to donate laptops should contact Business2Schools directly.

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 Barnardo's. Recipients of a device will benefit from 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 (as defined below) that is, or has previously been, used for business rather than personal use) ("**you**"). By sending your Device 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 Individuals' Terms and Conditions and 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 (each a “**Device**”) subject to these Terms and Conditions and in particular, after making sure you comply and have carried out the checks in clause 5 first. Devices must be in working condition<sup>1</sup>.

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. Donating Devices (smartphones and tablets only)**

2.1 In order to participate in the Appeal and donate Devices, 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. Donating Laptops**

3.1 You can donate laptops by contacting our Charity Partner, Business2Schools, subject to their terms and conditions.

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

4.1 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 (or to be held by Vodafone as bailee on behalf of our Charity Partners, at Vodafone’s discretion), 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 4.1(A).

(C) Vodafone or the Partners shall have no liability or duty to compensate you or third parties for any damage or loss arising from any subsequent use of the donated Devices (including any use of the data contained therein as per 5.1(B) below). Our liability shall be limited to the maximum permitted by law.

4.2 For the avoidance of doubt, where the reference to the passing of ownership on Devices from you to Vodafone in clause 4.1(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.

4.3 Upon taking (i) possession and; (ii) ownership pursuant to clause 4.1(A) and subject to the donation being made in accordance with these Terms and Conditions, Vodafone shall:

(A) Without prejudice to your obligations and required steps in clause 5, arrange for any of the Device 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 4.3(A) to be responsibly recycled.

4.4 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 also 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.

## **5. Your obligations**

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

(A) you are the owner of the Device until such time as that ownership is extinguished in accordance with clause 4.1(A);

(B) you confirm that the Device has been appropriately wiped out and no longer stores or contains any data or content that should not be transferred (including sensitive data like bank details from you or any person), and by donating this to us you waive any rights or claims as to any such data or content;

(C) are not delivering the Device with any unlawful, inappropriate or harmful content, data or software;

(D) you are donating Devices that are in a good and workable condition;

(E) you have taken all reasonable steps to reset each Device to its default factory settings, including removing any password/locks, pin number or cloud-based protection, such as iCloud, and disabled any 'find my device' functionality such as 'Find My iPhone' and performed all relevant resets or reconfigurations required for the Device to be accessed by a new user;

(F) subject to clause (G), 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 Device;

(G) 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

(H) 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.

## **6. Vodafone's obligations**

6.1 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 carry out reasonable endeavours to wipe that Device and delete previous user data (or ensure a third party or Charity Partner does so, at Vodafone's discretion).

## **7. General**

7.1 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).

7.2 Governing Law. These Terms and Conditions shall be governed by and construed in accordance with English law.

7.3 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.

7.4 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.