

Terms and conditions for individual donors to The Great British Tech Appeal

Background

The COVID-19 pandemic 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 the British Refugee Council (the "**Charity Partners**"), Vodafone Limited ("**Vodafone**") runs the Great British Tech Appeal which aims to help by collecting and redistributing old smartphones 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 who they have identified as most in need.

Subject to these Terms and Conditions, under the Appeal, Vodafone will run two campaigns for the collection of donated smartphones and tablets from people around the UK:

- **Smartphones and tablets:** will be data wiped, reboxed and redistributed, with the help of Barnardo's. Recipients of a device will benefit from 20GB connectivity for six (6) 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 not a business (or anyone that is donating a device that is, or has previously been, used for personal rather than for business/commercial use) ("**you**"). By sending your Equipment (as defined below) to Vodafone and therefore taking part in the Appeal, you accept and agree to these Terms and Conditions. You should refer to the FAQs found at vodafone.co.uk/techappeal for more information. Businesses donating their Equipment should refer to the Business Terms and Conditions available in the same site.

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") (together with Devices, the "Equipment") subject to these Terms and Conditions and in particular, after making

sure you have data wiped your Equipment, comply and have carried out the steps and checks in clause 5 first. Devices must be in working condition.

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

(A) Device chargers;

(B) SIM cards or memory cards; and

(C) any other similar accessory in respect of a Device, (an “**Accessory**”), and will not be accepted by Vodafone as part of the Appeal.

2. Donating Equipment (smartphones and tablets)

2.1 You can donate your Equipment at designated Vodafone’s retail stores across the UK. A list of Vodafone retail stores can be found at: <https://www.vodafone.co.uk/help-and-information/store-locator>. **Please note** the following stores are not participating; Harrogate Victoria Centre; London Hammersmith; London Strand; London Baker Street; Wakefield Cathedral Walk; Gillingham; Bolton; Kendal; Epsom - Ashley Centre; Windsor.

3. Donating Devices (smartphones and tablets only)

3.1 To donate your Device, you can also complete our online form at <https://www.vodafone.co.uk/techappeal/form/>. We will then send you a donation kit with a flattened freepost box and pre-paid returns envelope to send us your Device.

4. Ownership in Equipment 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 in respect of Devices; 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

Equipment (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 or possession (as applicable) 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 Equipment to be 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 Equipment 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 Equipment 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 Equipment to Vodafone pursuant to these Terms and Conditions, you hereby acknowledge and agree that:

(A) you are the owner of the Equipment until such time as that ownership is extinguished in accordance with clause **4**;

(B) you confirm that the Equipment 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 Equipment 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 Equipment 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 Equipment 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 Equipment;

(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 Equipment is likely to constitute a disposal of that Equipment 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 Equipment from you pursuant to these Terms and Conditions, Vodafone hereby acknowledges and agrees that to the extent that Vodafone receives an Equipment containing any data (including personal data), Vodafone shall carry out reasonable endeavours to wipe that Equipment 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](https://www.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 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.

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