



## Phone Buy-Back Guarantee Terms and Conditions

1. These terms and conditions ("**Terms**") apply to our ("**Vodafone Limited**") Phone Buy-Back Guarantee offer (the "**Offer**").
2. These Terms apply in addition to the Trade-in Guarantee Terms and Conditions ("**Trade-in Terms**") available [here](#).
3. Any capitalised terms we use have the meaning set out in these Terms and the Trade-in Terms (as applicable).

### Offer

4. This "**Offer**" is available to customers that:
  - a. satisfy the eligibility criteria set out in these Terms;
  - b. purchase an iPhone 14 from Vodafone ("**Trade-in Device**");
  - c. trade it in with us between 1<sup>st</sup> September 2023 and 31<sup>st</sup> October 2023 ("**Offer Period**"); and
  - d. upgrade to a new Vodafone Pay Monthly Airtime Plan agreement ("**Airtime Plan**") and new device (either purchased outright or via a Vodafone Device Plan).
5. For Small Business Customers (as defined below), clause 4.d shall not apply, but in order to be eligible for the Offer, you must upgrade to a new Vodafone Pay Monthly Airtime Plan with a device under one contract ("**Handset Plan**").
6. Customers that satisfy the requirements set out in these Terms shall be entitled to receive a buy-back price which is made up of:
  - a. a guaranteed price for your Trade-in Device; and
  - b. a buy-back bonus of £50 ("**Buy-Back Bonus**"),(together the "**Buy-Back Price**").
7. The Buy-Back Price will vary depending on the model and memory variant of the iPhone 14 you choose to trade-in. The table of Trade-in Device models and the Buy-Back Prices is available here: <https://www.vodafone.co.uk/mobile/buy-back-guarantee>.
8. If you are eligible for the Offer, the Buy-Back Price and Buy-Back Bonus will be available to you as either a:
  - a. Monthly Saving on your new Airtime Plan or Handset Plan (as applicable); or
  - b. Lump sum Vodafone Trade-in Credit - available on your Vodafone account.

BACS / Bank Transfer is not available as a Trade-in Option with this Offer.

Please refer to the Trade-in Terms for more information on the Monthly Saving and Trade-in Credit Trade-in Options.

9. If you trade-in a Trade-in Device after the Offer Period, you won't benefit from the Buy-Back Price, but you will instead receive the Buy-Back Bonus on top of the trade-in value at the time you trade-in your device.
10. Note: if the Trade-in Device you wish to trade in in accordance with these terms, has an outstanding amount left on a Vodafone consumer credit agreement ("**Device Plan**"), you will either need to (i) pay off the remaining amount on your existing Device Plan prior to upgrading; or (ii) pay for your existing Device Plan along with your new Device Plan.

### Eligibility

11. For consumers and sole traders, to be eligible for this Offer you must:
  - a. be a UK-based consumer or sole trader, residents in the UK with a UK billing address;
  - b. buy a new Vodafone Pay Monthly Airtime Plan agreement and new device (either via a Device Plan or outright) when trading-in the Trade-in Device;
  - c. maintain your new Airtime Plan for at least six (6) months after redeeming this Offer;
  - d. trade-in a Trade-in Device via our Trade-in Tool;
  - e. trade-in a Trade-in Device that is in good working condition, in accordance with our Trade-in Terms; and
  - f. comply with these Terms.
12. For small business customers (excluding sole traders) that have fewer than ten (10) connections or employees ("**Small Business Customers**"), to be eligible for this Offer you must:
  - a. be a UK-based Small Business Customer, resident in the UK with a UK billing address;
  - b. buy a new Handset Plan when trading-in the Trade-in Device, for Small Business Customers (excluding sole traders);
  - c. maintain your new Handset Plan for at least six (6) months after redeeming this Offer;
  - d. trade-in a Trade-in Device via our Trade-in Tool;
  - e. trade-in a Trade-in Device that is in good working condition, in accordance with our Trade-in Terms; and
  - f. comply with these Terms.

### 13. General

- a. We will be entitled to claim back any credit or amount paid to you via your selected Trade-in Option where:
  - i. a contract has been formed and we subsequently discover your Trade-In Device has been registered as lost or stolen;
  - ii. you fail to maintain your new Airtime Plan or Handset Plan (as applicable) for at least six (6) months after redeeming this Offer;
  - iii. you fail to return your Trade-In Device within the time required (as set out in the Trade-in Terms);



- iv. you send in something other than the Trade-In Device, or a different model, make or specification than that which was submitted for assessment in the Trade-In Tool quoted on your order;
  - v. your Trade-In Device has been damaged intentionally or maliciously; or
  - vi. you have not complied with the requirements set out in these Terms.
- b. 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.
- c. 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.
- d. 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.
- e. We may change these Terms at any time. We'll tell you beforehand where any change is likely to materially disadvantage you.
- f. 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>
- g. 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.

14. **Who are we?**

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

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