

Vodafone Trade in terms and conditions

1. The Trade In offer is available to any prepay or pay monthly customer who is porting in to Vodafone, first time connecting or upgrading their tariff on the Vodafone network.
2. The Trade In device(s) must be presented to Vodafone retail store sales staff prior to completion of the purchase of the new handset to be eligible.
3. Any device(s) meeting the requirements set out in these Terms and Conditions will entitle the owner to a discount off the purchase of a new pay monthly, pre-pay, upgrade or SIM free handset from Vodafone or as a credit against accessories or as "Credit to bill".
4. Trade In values are subject to change from time to time and Vodafone reserve the right to alter Trade In values on various device(s). Trade In values and RRP's on device(s) may vary from channel to channel. The trade-in offer applies to a limited list of device(s). The full list is available in-store. Vodafone will have the final decision on all device(s) values.
5. Vodafone Ireland recommends that you read the Terms & Conditions in full, as they are designed to ensure you receive your Trade In value in full and on time, depending on the condition of your "device" (ie handset/phone or tablet). Accepting these Terms & Conditions are a condition of using the Trade In service in our retail channels. By using this service and completing the sale of a device in a Vodafone retail store, you acknowledge and accept these terms.

Consumers

In these terms, "consumer" means an individual who is not a business, not holding themselves out as a business nor selling devices in the course of a business. By engaging in the Trade In process you agree that:

- You are resident in Ireland and
- You are at least 18 years old and
- You own the device(s) that you wish to sell.
- You are making a new purchase of a device as part of the transaction.
- If you are a consumer, these terms will not affect any rights you may have under any law and which we cannot exclude.

Businesses

By engaging in the Trade In process within a Vodafone business channel, you warrant that:

- You are based in Ireland and
- You are authorized to act on behalf of the business
- The device(s) are owned by the business.

All mobile phone dealers, stock lists and specialist retailers and distributors of mobile phones are excluded from the offers on this site unless a specific exception has been agreed in writing with us or our distributor and Trade In management company Fonua.

Customer Obligations

1. Your device(s) and SIM/memory cards can contain private information, and may enable unauthorized use of mobile network services. It is the responsibility of the customer to remove the SIM card and any content or data from the device(s) before trading in their device(s) Vodafone.
2. If you fail to remove your SIM card or remove any data or content from your device(s), you agree that we are not responsible for any claims, losses or damages relating to the use of the SIM card or any data or content arising before, or after we receive the device(s).
3. Please note that for your security we will destroy any SIM cards or Secure Digital (SD)/memory cards upon receipt of your device(s).
4. Vodafone cannot take responsibility for protecting any information on the device(s) and it is not possible for you to obtain any content from the device(s), whether stored on the device(s) or memory card, once a transaction has been completed. We strongly recommend you back up such information/content before trading any device(s) with us.

Full Working Order

All trade in devices must be in full working condition and meet the following criteria:

- The device(s) must be complete with no missing, damaged, or cracked parts (e.g. a stylus for touch screen phones should be included if the phone was originally supplied with one).
- The device(s) should be fully functional. The device(s) should power up, and should be free from PIN locks. The device(s) should be capable of making and receiving a call. All functionality must work (e.g. Bluetooth, Camera, Wireless). All control buttons (on/off, volume, navigation) and all buttons on the keypad must work. All connection sockets, microphones and speakers should work, and the (IMEI) label should be intact.
- The device(s) must be free from cosmetic damage. The display should be clear and fully intact. There should be no fading, no pixels missing, no cracks and no bleeding on the screen. Touch-screens should be free from major scratching and chips. The back cover should also be free from any major cosmetic damage or cracks. Small amounts of wear and tear are acceptable.
- The device(s) must be free from moisture damage (and signs of moisture damage as signified by the manufacturer's moisture damage indicators). Please note that any liquid that gets inside your device(s) will cause serious permanent damage. Sometimes device(s) will continue to work after liquid has entered but more than likely will stop working within 1 or 2 months. There are tell-tale indicators on some device(s) alerting engineers to moisture damage. Please consult your device's user manual.
- The device(s) must be unlocked from any security locks. In the case of Apple iPhones, the "Find My iPhone" functionality must be deactivated.

- If the device(s) has a flip or slider mechanism, it should open and close properly. If your device(s) do not meet the above criteria, the value will be reduced. We do not accept accessories such as chargers, headsets or the original box as they do not increase the potential value of your device(s).
- The device(s) cleared of all personal content. We recommend you back your information up before you trade in your device. For your security we wipe any remaining data from the device and destroy sim/memory cards.
- If your device suffers from any damage it may affect the final value. Our prices are continually checked against other market leaders so you can be sure of getting a competitive price.

Payments

Payment for your returned device(s) is offered via a Vodafone retail voucher, or via a “credit to bill” function.

We provide payments via a Vodafone Retail voucher which can be used:

- to deduct the price of your new device
- to deduct the price of an accessory or
- to deduct the price of Pay As You Go call credit or bill

The voucher can be used after the sale once Proof Of Purchase (ie a receipt) is supplied. “Credit to bill” allows you to have your Trade In value credited towards your mobile phone account, which will be credited to your next bill, depending on your bill day.

Lost, Blocked, Stolen or Fake devices

1. Lost, Blocked or Stolen devices are devices that have been reported as either lost, blocked or stolen in any of the stolen asset registers maintained by CheckMEND which is operated by Recipero Limited at www.checkmend.com.
2. Devices which are “Lost, Blocked or Stolen” will be dealt with in accordance with Irish law; devices will be held pending a claim from the Gardai Sióchana, an insurance company or the registered owner and no amounts will be paid to the person who presents such device(s) to us.
3. “Fake Devices” are counterfeit devices which are manufactured to resemble products made by another company in breach of copyright and intellectual property rights. We will make no payments to customers for Fake devices, which can be identified by their production quality and IMEI numbers.
4. We will inform the relevant authorities if there is any suspicion that there is a deliberate attempt to commit fraud. We may reclaim any money paid to you or a business if it is discovered within three (3) months of the return of a device that the device has either been reported “lost, blocked or stolen” by the (seller of the device,) or the device is discovered to be a Fake Device.
5. All devices that are returned are subject to a check performed by “Checkmend”, using the unique device identifier (the “IMEI”). If the device(s) is flagged as having been reported stolen, lost,

or as part of fraudulent activity, then Vodafone will not be in a position to accept the device and will recommend that you contact the Checkmend service directly.

6. We may refuse to pay for any devices which we believe are derived from "Box breaking". Our definition of "Box breaking" is where a business or individual purchases devices with the intention of reselling the phone and no intention of using the device and SIM card together, as was the original intention of the mobile phone network whose SIM card was provided with the device.

Your personal information Data Protection

The security and protection of your personal information is extremely important to us. We collect and use your personal information to complete the purchase process and contact you as part of the services we provide. Please read our Privacy Policy for more information about why and how we store and use your personal information). We sometimes use other companies to provide the logistics services, and we may need to pass some personal information to these companies, however Vodafone is still responsible for your information. None of your personal details will be shared with any other organisation without your express permission. Vodafone Ireland and Fonua are registered under the Data Protection Act as processors of personal information.

Events Outside Of Our Control

Unfortunately sometimes things happen which we cannot control. Vodafone and Fonua will not be liable or responsible to you for any failure or delay in providing the services or meeting any of our obligations under these terms caused by events outside of our reasonable control, or due to our compliance with any applicable laws or regulations.

Where you hand a Vodafone employee or one of its agents a device(s) for the purpose of a Trade In transaction, this shall constitute an offer by you to sell the device(s) to Vodafone. No contract will be formed until we have accepted your offer. A Trade In transaction is not initiated until a follow-on purchase of a device is planned. Our acceptance may be in one of two ways:

1. by making a payment of a Vodafone Retail voucher* to you in accordance with the "Payments" section above; or via the "Credit to bill" function, or
2. if a payment amount is agreed in writing between us.

Once the device is handed over and payment made, the device cannot be returned under any circumstance.

*Please note that Vodafone Retail vouchers have an expiry date of 12 months after issue.

Information on Trade In and other general matters

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:

1. your use of, reliance upon or inability to use this service;

2. any circumstance that is outside of our reasonable control; and
3. 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. Nothing in these terms is intended to exclude or limit our liability for death or personal injury, fraud or any other liability which we may not by law exclude or limit.
4. In all circumstances our maximum liability to you shall be the current value of your handset.

These terms will be governed by and interpreted in accordance with Irish law and you and we both consent to the non-exclusive jurisdiction of the Irish courts.

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