

# **Vodafone Trade in terms and conditions for Retail and Digital Trade Ins**

## **Retail Trade In**

1. The Retail Trade In offer is available to any prepay or pay monthly customer who is porting into 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 value is subject to trading in an eligible smartphone. Average trade in value for smartphones that have met the trade in criteria is €156. 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. For a trade in handset to be eligible, it must be able to power-on.

## **DIGITAL TRADE IN**

1. Trade in value is subject to trading in eligible smartphone. Average trade in value for smartphones that have met the trade in criteria is €156.

2. Vodafone customers will also be able to return devices online via Recommerce. The Recommerce Terms and Conditions are set out below. The offer applied to existing Vodafone customers.

3. Vodafone Ireland recommends that you read these Terms & Conditions in full as well as the Recommerce Terms and Conditions, 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 and digital channels. By using this service 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.
- In a retail store, that 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**

- 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.
- 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).
- Please note that for your security we will destroy any SIM cards or Secure Digital (SD)/memory cards upon receipt of your device(s).
- 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

- Trade in devices in full working condition will 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 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. Device not in full working order.
- Devices which are not fully functioning or in fully working order may be accepted in retail or online via Recommerce. If your device is not in full working order as defined above, where it is scratched, cracked screen etc, it will 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) to our Retail stores 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.

Devices returned online via Recommerce are assessed by Recommerce and payment will be made to your bank account as set out in the terms below.

Payment will reflect the value of the equipment which will be calculated based on a diagnostic process

## **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](http://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 Siochana, 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.

## **General Terms and Conditions Recommerce**

Sale of a used device via the website <https://trade-in.vodafone.com/ie>

As part of the partnership with Vodafone,



RECOMMERCE SOLUTIONS SA, here in after "Recommerce", offers to buy back your used device via the website <https://trade-in.vodafone.com/ie> Upon conclusion of the contract between you (seller) and Recommerce, the repurchase value will be transferred by Recommerce to a bank account specified by you. Your used device will be resold by Recommerce as a used device or recycled through Recommerce's partners. To benefit from this offer, the following conditions must be met.

**Scope:**

In the event of a sale of a used device by you as seller to Recommerce via the website <https://trade-in.vodafone.com/ie>, the following General Terms and Conditions shall apply exclusively in their version valid at the time of confirmation by the seller.

What conditions do you have to fulfil to be able to sell your device within Trade In?

- You declare to be the unrestricted owner of the device to be sold. Furthermore, the device is not encumbered with rights of third parties, and you are entitled to provide Recommerce with ownership of this device.
- You declare that you have full legal capacity or, if this is not the case, that you have the permission of your legal representative (parent, guardian) to sell the device. You declare that the used appliance is the appliance that was diagnosed via the website <https://tradein.vodafone.com/ie> that the used device is approved and in the condition that you have indicated on the website.
- You are obliged to delete all personal data on the device before sending it to Recommerce and to remove the SIM card and any memory cards. The eSim card must be disconnected from the device. You are also obliged to reset the device to factory settings. Furthermore, you must remove all locks (e.g. iCloud Lock, Google Account, Samsung Activation Lock, Blackberry ID, FRP Lock, DEP Mode) from the device.

- Any SIM and memory cards that may still be present cannot be returned to the seller. Recommerce excludes any liability for data/cards not removed or any use of the device with a SIM card not removed.
- You relieve Recommerce against all possible claims, of whatever nature and origin, if data - of whatever nature - was still present on the device.
- You declare that the used device is not stolen or a counterfeit. Otherwise, you will not receive payment for the used device, which in this case will be handed over to the law enforcement authorities responsible for this. You are aware that by sending the device to Recommerce, you relinquish any claims to the device as well as to any data that may still be on it.
- You declare that you are acting as a natural person and as a private customer. You therefore declare that you are not acting as or for a legal person and/or as a trader
- You can sell a maximum of 3 used units per calendar year through this offer.
- If you sell the used device, you will not be released from any obligations arising from contracts with your mobile phone provider or instalment payment contracts. You must pay any remaining debts. Please terminate these contracts in due time.
- Nevertheless, Recommerce undertakes to carry out a data protection compliant, secure deletion of the data with appropriate technical means on the device, in particular a data deletion according to the following paragraphs, so that the personal data cannot be recovered. The data deletion by Recommerce can take place immediately after sending the device, i.e. regardless of whether the subsequently transmitted offer is accepted or rejected.
  - Recommerce is obliged to permanently delete or destroy data on storage media that is handed over to it for data

deletion. Any memory cards and / or SIM cards present in the device must be irretrievably destroyed. ○ Recommerce guarantees that the data contained on the devices and storage media is deleted in accordance with the latest and most recognised security standards.

- Recommerce ensures that the process used for data deletion is subject to a quality management system and that data deletion is fully documented and audited

### **Determination of the buyback value:**

- Once the used equipment is received by Recommerce, Recommerce will verify within five business days that the valuation provided by the seller via the <https://tradein.vodafone.com/ie> websites is accurate. The value of the equipment is calculated based on an online diagnostic process and questions to be answered by you on the <https://tradein.vodafone.com/ie> site. This value is regularly adjusted depending on the market value. In order for the used equipment to be traded in, the specified trade-in value must be at least €1 and the trade-in conditions listed on <https://tradein.vodafone.com/ie> must be met. It corresponds to an offer of sale by you to the partner Recommerce, who will confirm acceptance of this offer.
- The offer made on <https://trade-in.vodafone.com/ie> is valid for 15 calendar days from the date of the offer.
- On receiving the smartphone and after it has been checked:
  - If the used device corresponds to all the details given on <https://tradein.vodafone.com/ie>, the transfer amount corresponds to the offer accepted in the purchase transaction on <https://trade-in.vodafone.com/ie>. In this case, you will receive a confirmation e-mail.

- If the used device does not meet the agreed criteria or has not been sent within the agreed period, Recommerce will make you a counteroffer by e-mail. You can accept or reject this by e-mail within a maximum period of 7 calendar days. In case of rejection, you can have your used device returned. Please note that the original packaging and accessories will not be returned. In the event of a requested return, any transport costs for a return shipment of a cancelled trade-in are to be borne by the seller.
- If the partner Recommerce does not receive any feedback from you as the seller within a period of 7 calendar days, it is assumed that the device is to be transferred to Recommerce under the conditions of the counteroffer. A bank transfer will be made to the bank account specified by the seller.

### **Transfer of ownership of the device to Recommerce:**

- As part of the transaction, ownership of the used device is directly, fully, unconditionally, and irrevocably transferred from the customer to Recommerce as soon as you receive the notification confirming the amount of the device value upon receipt of the product by Recommerce. In case of discrepancies (counteroffer by e-mail after receipt of the product), the transfer of ownership becomes effective upon receipt of your acceptance e-mail.
- If you have a used device that you want to sell to Recommerce and you can't find it on <https://trade-in.vodafone.com/ie> or it doesn't meet the purchase criteria, you can drop it off at a Vodafone shop. Vodafone will take care of recycling the device through a certified recycler.

### **How does the shipping work?**

- Insofar as Recommerce has made an offer to purchase equipment to you as the seller, you are obliged to send the offered used equipment to Recommerce immediately after receipt of the e-mail from Recommerce

confirming the offer to sell. The offered used equipment must be received by Recommerce no later than 15 days after the submission of the offer. If the used device is received by Recommerce after this deadline, Recommerce reserves the right to submit a new offer to you as the seller.

- For shipping, the seller uses their own stable shipping packaging. As the seller, you place the device offered for Recommerce in this packaging. As the seller, you expressly do not have to enclose any original packaging and/or accessories such as charging cables, headphones, protective covers, protective foils, etc. or other items. As the seller, you will also expressly not receive any remuneration for this. If you have enclosed the original packaging and/or accessories, Recommerce is not obliged to return them to the seller.
- You as the seller secure the package contents with sufficient packaging material (such as newspaper or bubble wrap). In addition, you secure the package sufficiently with adhesive tape. Recommerce will pay the postage costs for your used device. Upon successful completion of the transaction at <https://trade-in.vodafone.com/ie>
- You print out a provided prepaid label attached to the confirmation email that you can use to ship your used equipment. Recommerce is not liable in case of loss of the package by the shipping service provider and does not provide compensation. The shipping is carried out by Chronopost. If Chronopost loses your package, you must file a complaint with Chronopost.

### **What provisions apply to the payment?**

You can sell your used device on <https://trade-in.vodafone.com/ie> to sell it to Recommerce. The transfer of the repurchase value will be made by bank transfer by Recommerce to your bank account. As the seller, you are responsible for providing the correct bank details. The transfer will take place within a period of 48 hours after receipt of the confirmation email that the product received meets the purchase criteria, or 48 hours after acceptance of the new offer by you.

## **What personal data do we collect?**

When processing seller data, Vodafone and Recommerce comply with applicable legislation. Only the data necessary for the transaction will be processed.

Your personal data will not be published, sold, or made available to third parties.

You can find the information on data protection at:

[https://assets.recommerce.com/clc/vodafone-ie/en/PERSONNAL\\_DATA.pdf](https://assets.recommerce.com/clc/vodafone-ie/en/PERSONNAL_DATA.pdf)

## **Prohibitions and copyrights**

- The Seller ensures to not use any scripts and / or software that could impair the functioning of the Vodafone and Recommerce websites.
- The content on the Vodafone and Recommerce websites may only be used for contractual purposes. Any other use is prohibited.
- The contents of the Vodafone and Recommerce websites are protected by copyright. All rights of Vodafone and Recommerce or the cooperation partners are reserved. Copying, reproducing, or modifying the Vodafone and Recommerce websites is prohibited, unless this is technically necessary for the intended use.

## **Liability**

- The liability of Recommerce, in particular the personal liability of the shareholders, as well as their vicarious agents and employees for damages caused before, during or after the existence of the contractual relationship, except for damages resulting from injury to life, body, health or from the breach of obligations, the fulfilment of which makes the proper execution of the contract possible in the first place and on the observance of which the seller may regularly rely, as well as the liability for other damages based on an intentional or grossly negligent breach of duty, is excluded.

- In the event of a breach of material contractual obligations, Recommerce is only liable for the foreseeable damage typical for the contract if this was caused by simple negligence.
- The seller assumes no liability for material defects or guarantees for used equipment. Liability for fraudulent intent and intent as well as for damages due to bodily injury and in the event of gross negligence or intent shall remain unaffected. Applicable Law:

These offer conditions are subject to French law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. Place of jurisdiction is Hamburg. Subject to the mandatory places of jurisdiction.

If individual provisions of this contract have not become part of the contract in whole or in part, or are invalid, unenforceable, or void, or if a loophole should become apparent in the contract, the remainder of the contract shall remain valid. In addition, the statutory provisions shall apply. In the absence of a corresponding statutory provision, such provision shall be replaced by a provision which the parties would have made if they had considered this point from the outset; in doing so, the economic interests of both parties shall be considered in a reasonable and justifiable manner. The preceding sentence shall apply mutatis mutandis in the event of loopholes.

In the event of complaints, we recommend that you contact Recommerce's customer service to find an amicable solution.

**Contact details:**

By e-mail: [vodafonein+ie@recommerce.com](mailto:vodafonein+ie@recommerce.com)

Or via the following address:

RECOMMERCE SOLUTIONS SA,  
54 avenue Lénine,  
94250 GENTILLY  
France