

New Every Year terms and conditions

1. General New Every Year terms and conditions

1. New Every Year (“NEY”) is available as a discretionary add-on for specific price plans as offered by Vodafone. NEY terms and conditions apply in addition to the General Terms and Conditions which you have signed up to in respect of your chosen price plan and form part of your contract with us. By selecting the NEY add-on you agree to be bound by these terms and conditions.

2. NEY allows customers to upgrade their mobile handset device after 12 months once they have remained on their contractual price plan and have purchased a NEY add-on for the preceding 12 months (or such other period as Vodafone may in its sole and absolute discretion decide to apply).

3. New Every Year consists of two options: NEY Return Your Handset and NEY Keep Your Handset. The customer may select one of these two options:

4. For NEY Return Your Handset, the customer must return their existing handset to Vodafone or its agent (as advised by Vodafone) in order to receive a new handset (“NEY Return Your handset”). The return of the existing handset must be a return of the original device model, type and memory size as when the customer originally connected to the Vodafone price plan. The handset returned must comply with the handset eligibility criteria for NEY Return as set out below.

5. For NEY Keep Your Handset, a customer may keep their original handset and pay a set price for a new handset, depending on what stage of their contract they decide to apply for the upgrade and a pricing scale will apply as determined by Vodafone (“ NEY Keep Your Handset”)

6. For both NEY Return Your Handset and NEY Keep Your Handset, the customer must enter a new 24 month contract on an equivalent or greater value price plan in order to avail of a new handset.

7. Vodafone reserves the right to modify or alter these NEY add-on terms at any time without notice.

2. NEY Return Your Handset eligibility criteria

1. Each handset returned under the New Every Year Return Your Handset scheme must meet the following conditions. Please note that it is Vodafone’s ultimate discretion as to whether the handset meets the eligibility criteria set out below.

2. The handset must be of the same model and memory size as initially purchased in your last subscription to a New Every Year price plan as recorded by Vodafone.

3. Your handset must be unlocked (handset passwords, handset locks, find my phone applications fully removed). If you have a PIN or Password on any of your items you should remove this before submitting.

4. The handset must be complete with no missing, damaged, or cracked parts (e.g. a stylus for touch screen handsets should be included if the handset was originally supplied with one). The customer is not required to return the original box charger and headphones.

5. The handset should be fully functional. It should power up, and should be free from PIN locks. It should be capable of making and receiving a call. It should not be a copy or prototype. All functionality must work (e.g. Bluetooth, Camera, Wireless). All control buttons (on/off, volume, navigation) and all the buttons on the keypad must work. All

connection sockets should work, all microphones and speakers should work, and the (IMEI) label should be intact. If the handset has a flip or slider mechanism, it should open and close properly.

6. 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.

7. The handset must be free from moisture damage and signs of moisture damage as signified by the manufacturer's moisture damage indicators where applicable (please consult your manufacturer's manual). Please note that any moisture that gets inside your handset will cause serious permanent damage. Sometimes a handset will continue to work after moisture has got in but more than likely it will stop working within 1 or 2 months. There are tell-tale indicators on some handsets alerting engineers to moisture damage.

8. The handset must not be stolen or listed with us or a third party as stolen. Please note that you must be either the owner of the handset or have obtained written permission from the rightful owner to return the handset is returned.

9. We are not responsible for any loss or damage incurred to your handset(s) from the time they leave you until they are received at our warehouse. For each package you send us it is your responsibility to ensure it is adequately insured for loss or damage during delivery, and ensure that it is adequately physically protected. Vodafone will supply a pre-addressed envelope and box for you to return your handset.

10. The customer must wipe their handset clear of any data before returning the handset. Please consult your handset manual on how

to restore factory settings and to permanently remove data from your handset.

3. Right to recover cost of returned handset

1. Vodafone reserves the right to reclaim from you any discount issued with respect to NEY (via your debit/credit card, charge to your bill or withhold it from any refund amount or otherwise) if any of the following occurs:

2. Information provided by you is incorrect;

3. It is subsequently found within a reasonable period that the handset you gave us was stolen or does not meet the criteria listed above ("Your Handset")

4. If your handset is not returned to Vodafone's authorised agent (as advised by us) & or distribution partners within 14 days after you receive your handset they will be a charge applied to your account.

4. Stolen, blocked, pending insurance claims or lost handset

1. Handsets which are "Lost, Blocked, Pending Insurance Claims or Stolen" will be dealt with in accordance with Irish Law.

2. 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 lost to Vodafone through the transaction if it is discovered within six (6) months of the return of a handset that the handset has either been reported "lost, blocked, pending insurance claims or stolen" by the customer returning the handset or if the handset is discovered to be a Fake/Prototype handset.

5. Limitation on Liability and Events Outside Of Our Control

1. Please remember that by sending your handset(s) to us, you agree to release us and our agents and employees from all and any

claims, losses or damages with respect to the handset(s), any SIM card, any data stored or contained therein or on any media used in conjunction with the handset (whether in the form of personal details, SMS, photos, games, songs or other data). We accept no responsibility in relation to the security, protection, confidentiality or use of such data and it is your responsibility to ensure that such data is removed from the handset(s) prior to you sending it to us.

2. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by events outside our reasonable control or due to our compliance with any applicable laws or regulations.

6. Security Policy

1. The security and protection of your personal information is important to us. By applying for either NEY option, you authorise our agents to contact you on our behalf, regarding the operation of NEY we (and our agents) 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).

2. We and our distribution parties are registered under the Data Protection Act as processors of personal information.