

# EE TRADE-IN & UPGRADE PROGRAMS

## OLD PHONE RECYCLE SCHEME

Thank you for participating in one of the EE Trade-in & Upgrade Programs (referred to as the recycle scheme).

The recycle scheme is operated and administered by Brightstar 20:20 UK Limited (company registered in England with registration number 08401611) with its registered office at Weston Road, Crewe, Cheshire CW1 6BU, England, ("Brightstar") for EE. By returning your old phone to EE and Brightstar you are providing it to Brightstar and, you are supporting our environmentally friendly recycling programme, which ensures that your old device will be re-used wherever possible.

**Please read the terms and conditions starting on the next page for more information about the recycle scheme and your obligations.**

**The following is a summary of key points and things you need to know:**

- It is your responsibility to remove any SIM cards or memory cards from your device and remove any personal information.
- EE and Brightstar will not accept liability for loss of any data or other information contained on the handset and you agree it is not recoverable.
- You are aware you will lose all content including contact numbers stored on the handset and EE and Brightstar are not liable for any costs or damages you may incur as a result.
- You must be at least 18 years old; or have the permission of your parent or guardian to give us your device
- You must own all rights, title and interests in any device and you agree to transfer these to Brightstar.
- You are responsible for cancelling any airtime contract linked to the device. Brightstar is not responsible for any call costs arising before or after receipt of their device.
- Brightstar will not pay you for your device and any consideration for this is covered under the terms of you EE contract. We reserve the right to refuse a transaction at our discretion. This may include, but is not limited to, if a device is stolen or is to badly damaged in Brightstar's opinion.
- Once you return your device, it cannot be returned.
- You understand that your device will be subject to a check against the stolen assets registers maintained by checkMEND Limited and if found to be lost, blocked, or stolen, you will receive no consideration for and will be unable to arrange its return (or a replacement return).

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## OLD PHONE RECYCLE SCHEME

### Customer Terms & Conditions

The Recycle Scheme is operated and administered by Brightstar 20:20 UK Ltd however the EE Trade-in & Upgrade Programs are run by EE and not Brightstar.

Customer understands, acknowledges and agrees the recycle scheme is provided by Brightstar and not EE. EE has no liability to the Customer in respect of the recycle scheme and agrees not to hold EE responsible in respect of the recycle scheme received.

### 1. Definitions

**You or Your or Customer** means the Customer being the person whose details appear on the front page and any person hands in or sends in the device to Brightstar.

**We or Us** means Brightstar.

**Device** means the mobile phone details of which appear on the front page and includes the device which is handed in or sent to Brightstar.

**Trade-in & Upgrade Program** means a program run by EE to which you and your device has been registered and under which you have the option to upgrade your device in accordance with the Trade-in & Upgrade Program rules.

## **2. Trade-in & Upgrade Programs and return of your device.**

The recycle scheme is only available to customers and their devices that have been registered with an EE Trade-in & Upgrade Program. The recycle scheme only applies when you have decided to upgrade your device in accordance with the terms of an EE Trade-in & Upgrade Program. The recycle scheme only applies to your old device which must be transferred to Brightstar as part of an EE Trade-in & Upgrade Program.

You must comply with the return or handing back procedures set out in an EE Trade-in & Upgrade Program or as advised to you and the provisions set out in these terms and conditions.

One of the following options may be available. You may hand the device to an EE store when you upgrade your device or you may send the device to Brightstar using the packaging provided to you for this purpose or deliver the device to a central location as advised to you. Please follow any instructions provided to you.

## **3. Transfer of the device**

When you hand in or deliver the device you agree to transfer ownership of that device and everything on that device to Brightstar.

You agree that Brightstar may inspect the device when it receives it and will determine its value in Brightstar's reasonable opinion and may either accept the device or reject it (in accordance with the terms below). If Brightstar accepts the device you agree that any determined value may be payable to EE by Brightstar and not to you. You acknowledge that any benefit or compensation you receive for your device is taken into account as part of the upgrade in accordance with an EE Trade-in & Upgrade Program, between you and EE and it determined by EE in its discretion. No cash payment or other payment will be made by Brightstar to you and Brightstar has no control and is not responsible for any benefit you receive as part of the upgrade.

Brightstar does not guarantee that the benefit you receive as part of an EE Trade-in & Upgrade Program is worth, in cash terms or otherwise, the same as the value it pays EE for your device.

## **4. Your promises to Brightstar**

By handing and transferring your device to Brightstar you hereby warrant and promise that

- You are legally capable of entering into a binding contract with Brightstar;
- If you are under 18 years of age, that you have obtained your parent's or guardian's consent to sell your goods to us for the sum indicated via our website and you and your parents or guardians release us of any liabilities or claims that may arise if you send the goods to us in breach of this warranty.
- You are the sole owner of the Device or have been authorised by the owner of the Device to transfer it to Brightstar and that you are able to make decisions with regards to the Device.
- There are no liens, encumbrances or security interests in or attached to the Device and that no other party has a legal interest in it;
- Any items you seek to recycle through the recycle scheme shall not infringe on any third-party intellectual property right (including copyright, trademarks, patent, trade secrets or other proprietary right);
- You are not an EE reseller; and
- The Device is not counterfeit, stolen or fraudulent.
- The device is in good working order as set out below.
- The details of the device as set out in the front sheet are true and accurate.

If you deal as a consumer as defined by the Consumer Rights Act 2015 any provision of this contract which is of no effect to a consumer shall not apply. Your statutory rights are not affected by this contract.

## **5. Sim cards and data stored on the phone**

- Customer agrees that they have the sole responsibility to keep a separate backup copy of any files or data before transferring ownership of the Device to Brightstar; and that Customer has taken reasonable steps to eliminate and delete files and data that are deemed personal or confidential from the Device. Data recovery is not a part of the recycle scheme and EE and Brightstar accept no responsibility or liability for any lost files or data once the Device is in the ownership of Brightstar.
- It is your responsibility to remove your Sim card before sending or handing your device to Brightstar.
- Sim cards can contain private information, and may enable unauthorised use of your Network airtime. If you fail to remove your Sim card, you agree to release Brightstar from all claims, losses or damages with respect to the use of Sim card arising before, or after receipt of your device.
- Any Sim cards received by Brightstar are non-returnable.

- It is your responsibility to remove any personal data from the phone. By sending your phone to us, you agree to release us from all claims, losses or damages with respect to, any data stored or contained therein or on any media used in conjunction with the device (whether in the form of personal details, SMS, photos, games, songs or other data ("Data")). Brightstar 20:20 UK Ltd accepts no responsibility in relation to the security, protection, confidentiality or use of such data.
- It will not be possible for you to obtain any data or other content from the device, whether stored on the device or memory card, once it has been sent in or handed in.
- Brightstar shall take reasonable actions to wipe or remove any stored data from the Device by following the manufacturer's instructions (which accompanying the device) to reset the device to factory settings, however Brightstar accepts no responsibility for failure to maintain the integrity or confidentiality of any files or data.
- You hereby consent to Brightstar reselling the device and transferring the device to a third party with all or any data which may remain on the device when you handed it to Brightstar. Brightstar has no control over what happens to the device once it is resold.
- If the Eligible Device is registered as lost or stolen, Brightstar will retain it in accordance with the Recycler Charter. The Eligible Device will NOT be returned to Customer nor will there be any gift card given to the Customer unless Customer is able to prove the legitimate ownership of the Eligible Device within 28 days. It is the responsibility of Customer to inform Brightstar that they are contesting this decision. If Customer is not able to prove the legitimate ownership of the Eligible Device, it will be treated in accordance with the Recycler Charter requirements.

## 6. Full Working Order

What is meant by Full Working Order:

- The device must be complete with no missing, damaged, or cracked parts (e.g. a stylus for touch screen devices should be included if the device was originally supplied with one).
- The device should be fully functional. It should power up, and should be free from PIN locks. It should make and receive a call. 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.
- 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.
- The device must be free from water damage (and signs of water damage as signified by the manufacturer's water damage indicators).
- If the device has a flip or slider mechanism, it should open and close properly.
- Not locked to a network outside of the UK.

If your device is tested and found to be not in full working order Brightstar will be rejected and either return the device to EE or disposed of as having no value.

## 7. Activation Locked Handsets

Brightstar will reject any Apple iPhones that are Activation Locked via an iCloud account. All devices running iOS7 (or later) are Activation Locked automatically and the device must be removed from an iCloud account before sending handing to Brightstar. If you haven't removed your device from your iCloud account before sending in, Brightstar is unable to recycle it and therefore it will not be worth anything (classed as zero value). Brightstar will not return the device to you for you to unlock subsequently.

## 8. Stolen, Blocked And Fake Devices

"Lost, Blocked or Stolen devices" are devices that have been reported as either lost or blocked or stolen as recorded in any of the stolen asset registers maintained by CheckMEND at <http://www.checkmend.com/geo/index.php>.

"Fake" devices are counterfeit devices which are manufactured to resemble products made by another company in breach of Copyright.

Such devices will not be returned and will have zero value and may not be recycled.

Brightstar reserves the right to hand such devices to the relevant authorities for further investigation and any enforcement action .

## 9. Prepay Box Breaking

Brightstar reserves the right to reject any devices which it believes are derived from "Prepay Box breaking". The definition of "prepay box breaking" is where a businesses or individual purchases prepay devices from a retailer, network, dealer or wholesaler with the intention of reselling the device and have no intention of using the device and sim card together as was the original intention of mobile device network whose sim card is provided with the device.

## 10. Events Outside Of Our Control

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

Nothing in these terms and conditions shall exclude or limit our liability for (i) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); (ii) fraud; or (iii) any liability which cannot be excluded or limited under applicable law.