

## EE UPGRADE ANYTIME

TERMS

Version 2

Date 29 August 2024

This offer is only available to new and upgrading customers on a 24 month Smart Plan with an eligible device (or existing customers on a 24 month 8GB, 20GB, 60GB or 100GB 4GEE Max plan) who joined or upgraded before 29 August 2024.

Eligible customers must upgrade, in a participating EE retail store or by contacting customer services, to an eligible Pay Monthly plan with a new 24 month minimum term. The data allowance must be at least the same as or higher than the data allowance on your current plan. You'll need to return your current device (which you must have got from us originally or from us as part of a successful insurance claim) in full working condition (described below) and 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).

When you've been a customer with us for at least 15 days, we'll waive your price plan's early termination charge if you choose to take part in this trade-in offer. However, depending on when you choose to hand back your device, you may have to pay an Early Upgrade Charge. You may also have to pay a Damaged or Missing Device Charge (described below). If you participate in this early trade-in offer, you'll be ineligible for any other recycle and reward scheme that would otherwise be available to you.

We won't accept your request for an EE Upgrade Anytime Trade-In & Upgrade if your EE account is not fully up to date and/or you fail standard eligibility checks.

## General

Offer is not available with any Pay Monthly plan with a PERK or a student discount. Phones are subject to availability at the time you want to upgrade. You understand that once you return your current phone to us you will not be able to get it back again. Before trading in your device, you'll need to: remove the SIM card, disable any location finder software on the device, remove any security features (e.g. PIN code, finger print access), remove all personal content and make back-up copies where appropriate. EE is not responsible for any content you lose as a result of the upgrade. We may withdraw this benefit at any time.

## Charges

You will be charged in accordance with the table at ee.co.uk/upgradeanytime. The Damaged or Missing Device Charge is also applicable where repairs have been carried out to your device by a third party not authorised by EE or the manufacturer. If any theft/loss protection apps on your device are not disabled (e.g. Find My iPhone) we will charge you the Damaged or Missing Device Charge as it will have zero value. Charges may vary, ee.co.uk/upgradeanytime for more info.

## **Device Condition**

A Damaged or Missing Device Charge applies where your device:

- does not power up;
- · is not free from PIN locks;
- cannot make and receive calls or send texts;

- does not have fully operative features (such as Bluetooth or a camera);
- does not have fully operative control buttons (including they keypad);
- does not have an IMEI label or has a damaged or defaced IMEI label;
- does not have a display that is clear or fully intact;
- has fading and/or missing pixels, cracks or bleeding on the screen;
- screens aren't free from major scratching;
- is not free from water damage or ingress (signs of water damage as signified by the manufacturer's water damage indicators);
- has Find My iPhone enabled including if it has been Activation Locked via an iCloud account
  (all devices running iOS7 or older are Activation Locked automatically and the device must be
  removed from an iCloud account. If you haven't removed it from your iCloud account or
  disabled Find My iPhone before sending in, we will not return the phone to you for you to
  unlock subsequently).

If you are in any doubt, you are advised to contact us before arranging your EE Upgrade Anytime Trade-In & Upgrade.