

Terms & Conditions: Vodafone Device Care program

Vodafone Device Care Program Summary

<i>All fees include GST¹</i>	MOBILE	TABLET	WEARABLES
Monthly Fee	\$14.99	\$14.99	\$4.99
Screen Replacement	Fee \$45	X	X
	Unlimited service requests (Come-to-you, walk-in or mail-in ²)		
Device Exchange ^{3/4}	Fee \$149	Fee \$65	Fee \$99
	Unlimited service requests and any device condition Additional Fees may also apply if the device is not returned ⁵		
Device Exchange (Without Return) ^{3/4}	Fee \$299	X	X
	Limited to 1 service request in a 12-month period ⁶		
AppleCare Services	Customers with Apple devices may be eligible to fulfil Screen Replacement (iPhone only) and Device Exchange Service requests at an Apple Store or Authorised Apple Service Provider.		

1. Additional monthly fee per device and per service request (where eligible and applicable). Services only provided whilst program remains current and no services are provided at or to a location outside of Australia.
2. Come-to you is subject to availability, including locations and times acceptable to Likewise repair.
3. Device exchanges Device Exchanges (Without Return) may be refurbished versions of the same device OR closest equivalent model available in Australia and may be a different colour.
4. If you exchange a device, your old device becomes property of Likewise. Devices not returned may be IMEI blocked preventing usage domestically and added to a global blacklist registry.
5. Exceptions apply and the amount for the Device Exchange Non-Return Fee depends on the tier of device. For details see =[https:// protect.likewise.com/vodafone/non-return- fees](https://protect.likewise.com/vodafone/non-return-fees)
6. The first 12 month period starts the day immediately before the first valid request is made after initial enrolment in the program and ends 12 consecutive months later. After that, each new period starts from end of the prior 12 month period and ends 12 consecutive months later.

The program is provided by TPG Telecom Ltd ABN 76 096 304 620 (referred to as We, Us, Our or Vodafone). This program is not insurance, is optional and the above is only a limited summary and not a full description of this program.

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You need to read the program Terms and Conditions below to properly understand the services provided. Nothing affects your rights under relevant law. When you enter into the program you confirm and warrant that you have read or will read the program documents provided to you.

Program Terms and Conditions.

The program is provided in accordance with the following definitions, terms, limits, exclusions and conditions. These program Terms and Conditions were prepared on 28th June 2023.

All monetary amounts in these terms are in Australian dollars (and are inclusive of GST).

Program Issuer Details

The program is provided by TPG Telecom Ltd ABN 76 096 304 620 (referred to as **We, Us, Our** or **Vodafone**). Vodafone provide the program services through Our agent Likewise Device Protection (AU) Pty Ltd ABN 81 653 447 833 (**Likewise**). In providing these services Likewise act as Our agent and not for You.

Eligibility Criteria

To be eligible for enrolment in the program You:

- must Live in Australia;
- must be over 18 years of age;
- be an approved Vodafone postpaid customer and intend to engage in registered activity on the Vodafone Network;
- have a Mobile Phone, Tablet PC or Wearable that is:
 - registered on the Vodafone Network in Your name in connection with a postpaid plan;
 - no more than 60 days old from the date You receive it from Vodafone at the time of enrolment; and
 - not covered by the AppleCare+ product offered by Apple; and
- must meet any other specific eligibility criteria that We advise You of at the time of enrolment.

Monthly Fee

The Monthly Fee for enrolment in the program is:

- \$14.99 per Mobile Phone or Tablet PC (inc GST); and/or
- \$4.99 per Wearable (inc GST).

The Monthly Fee will be included on Your Monthly Invoice and provides You with one month's enrolment in the program unless otherwise agreed. The Monthly Fee is payable in addition to any Screen Replacement Fee, Device Exchange Fee, Device Exchange (without Return) Fee or Non-Return Fee that You may be charged if You make a Service Request under the program.

The Monthly Fee will be charged on an ongoing basis until You or We cancel Your enrolment in the program or the program otherwise ends in accordance with its terms.

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Commencement and Renewal

Your enrolment in the program first commences on the date We first accept Your request for the enrolment and subsequently, on each Renewal Date shown on Your Monthly Invoice (as applicable), and expires at 11.59pm on the day prior to the next Renewal Date.

Each month We will automatically renew Your enrolment for a further month from the Renewal Date shown on Your Monthly Invoice unless We advise otherwise, the program has otherwise ended, or You ask Us not to renew Your enrolment. You can opt out of the automatic renewal process by cancelling Your enrolment at any time by contacting Us.

Renewal is not guaranteed. We may also make changes to the Vodafone Device Care Terms and Conditions in accordance with clause 15. For changes that may be of detriment to You, We will only do so after providing You with at least 30 days prior written notice of the changes before they take effect. Any change will only apply from the next Renewal Date after the relevant notice has been given to You. If You do not want to accept the changes You can call Us to cancel Your enrolment. Otherwise, You will be deemed to have accepted the changes from the Renewal Date that they come into effect on.

Optional Program

The program is not compulsory. You can choose whether You want to enrol in the program or not – it's Your choice. You should carefully consider whether the program is a suitable product for You by reading these terms and conditions and considering any other arrangements You have in place before making a decision whether to enrol in it.

Australian Consumer Law Notice

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law (**ACL**) or other relevant law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Your rights under the ACL commence from the original date of purchase of Your Mobile Phone, Tablet PC or Wearable and may run for the life of the good or this product.

Should Your Mobile Phone, Tablet PC or Wearable suffer a failure or fault that is covered by both the program and the ACL (or any other relevant law), You can choose whether to make a Service Request under the program or to contact Us to enforce Your rights under the ACL (or any other relevant law) and/or the manufacturer's warranty. Further details are provided in Our 'Servicing faulty devices' policy, a copy of which is available at <https://www.vodafone.com.au/support/device/service>.

The program operates alongside, and in addition to, the rights and remedies that You may be entitled to under the ACL and any other law that applies and under the terms of any additional manufacturer's warranty that comes with Your Mobile Phone, Tablet PC or Wearable, and does not change those rights or remedies.

In addition to the rights and remedies to which You may be entitled under the ACL, any other relevant law and under the terms of any additional manufacturer's warranty that comes with Your Mobile Phone, Tablet PC or Wearable, by purchasing the program You will be entitled to certain benefits, including Our Additional Warranty. In some cases, the benefits provided under the program may overlap with, and may not be greater than, the rights and remedies available to You under the ACL or any other relevant law. Although You are not required to pay for any rights or remedies You have under the ACL or any other law, the amount You pay for the benefits under the program will not change to the extent that Your rights under the ACL or any other law may overlap with such benefits.

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Any Mobile Phone, Tablet PC or Wearable which is the subject of a Service Request or a claim under Our Additional Warranty provided under the program may, where applicable, be replaced by Refurbished goods rather than being repaired and Refurbished parts may be used to repair the goods.

Any Mobile Phone, Tablet PC or Wearable which is the subject of a Service Request or a claim under Our Additional Warranty provided under the program may result in the loss of data. You should ensure that You back up any data, software, games or applications before You send Your Mobile Phone, Tablet PC or Wearable in for a Service Request or a claim under Our Additional Warranty provided under the Vodafone Device Care Program.

1 Definitions

The following definitions apply when the word starts with a capital letter in this document. Other words may be given a specific definition elsewhere in this document.

Word	Meaning
Accessories	means accessories or equipment attached to or used with Your Mobile Phone, Tablet PC or Wearable at the time of a Service Request. Accessories include screen protectors, chargers, earphones or earplugs or cases. Accessories do not include a Mobile Phone, Tablet PC or Wearable.
Additional Warranty	Means the additional warranty as set out in “10. Warranty on Replacement or screen swap services” of this document.
Device Exchange Fee	means the amount You have to pay Us for each Device Exchange Service Request to exchange a Mobile Phone, Tablet PC or Wearable (as the case may be) as specified in the Service Request Fees Table and in accordance with the program terms and conditions. If You make a Device Exchange Service Request for more than one (1) Mobile Phone, Tablet PC or Wearable a separate Device Exchange Fee applies for each item.
Device Exchange Service Request	means a request by You in accordance with the program terms and conditions to exchange Your Mobile Phone, Tablet PC or Wearable (as applicable) for a Replacement.
Enrolment Period	means a period of one (1) month from the date We accept Your initial request for enrolment in the program, or the Renewal Date shown on the Monthly Invoice (as applicable), or such shorter period when the program starts or ends earlier in accordance with its terms and conditions or at law.
IMEI	means the International Mobile Equipment Identity, a unique 15-digit number assigned to some Mobile Phones, Tablet PCs or Wearables.
Live in Australia	means You reside, and have a permanent place of residence, in Australia.
Mobile Phone	means a GSM, 3G, 4G or 5G mobile phone handset: <ul style="list-style-type: none">• purchased new from Vodafone or provided as a Replacement to You by Us under the program; and• which has an IMEI or Serial Number, and mobile number (if applicable), which is registered on the Vodafone Network in Your name.

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Device Exchange (Without Return) Fee	<p>means the amount You have to pay Us for each Device Exchange (Without Return) Service Request as specified in the Service Request Fees Table in accordance with the program terms and conditions.</p> <p>If You make a Device Exchange (Without Return) Service Request for more than one (1) Mobile Phone, a separate Mobile Phone Replacement Without Exchange Fee applies for each Mobile Phone.</p>
Device Exchange (Without Return) Service Request	<p>means a request by You in accordance with the program terms and conditions for a Replacement for Your Mobile Phone and You are not required to return Your Mobile Phone to Us.</p>
Screen Replacement Fee	<p>means the amount You have to pay Us for each Screen Replacement Service Request as specified in the Service Request Fees Table in accordance with the program terms and conditions.</p> <p>If You make a Screen Replacement Service Request for more than one (1) Mobile Phone a separate Mobile Phone Screen Replacement Fee applies for each Mobile Phone.</p>
Screen Replacement Service Request	<p>means a request by You in accordance with the program terms and conditions to replace the front screen of Your Mobile Phone. However, for a Mobile Phone which is Samsung branded, this will also include a replacement of the battery of the Mobile Phone.</p>
Monthly Fee	<p>means the amount You have to pay Us each month for each Mobile Phone, Tablet PC or Wearable that is covered under the program as set out in the program terms and conditions.</p>
Monthly Invoice	<p>means the Vodafone monthly invoice which shows details identifying You, the Monthly Fee, the Mobile Phone, Tablet PC or Wearable (as applicable) enrolled in the program and the applicable Renewal Date.</p>
Nominated Person	<p>means a spouse, de-facto partner, or other family member, who normally lives with You at Your place of residence who You have given permission to use Your Mobile Phone, Tablet PC or Wearable.</p>
Non-Return Fee	<p>means the amount You have to pay Us if You do not meet the Return Conditions when You make a Device Exchange Service Requests or claim under the Additional Warranty.</p> <p>The amount of the Non-Return Fee depends on the tier of Mobile Phone, Tablet PC or Wearable that You should have returned. You can find the Non-Return Fee for Your Mobile Phone, Tablet PC or Wearable at https://protect.likewise.com/vodafone/non-return-fees.</p>
Refurbished	<p>means a mobile phone, tablet PC, wearable, or any part there of that is not as new but has had its functionality quality tested, may have minor cosmetic imperfections, may contain new or used parts and may also be a different colour. Battery capacity to hold an electrical charge will be at least 80% of its original specification.</p>
Renewal Date	<p>means the relevant date or direct debit date (as applicable) shown on the Monthly Invoice.</p>
Replacement	<p>means the closest equivalent model available in Australia of the Mobile Phone, Tablet PC or the Wearable procured by Us or on Our behalf that is provided to You if You elect to replace or exchange Your Mobile Phone, Tablet PC or Wearable.</p> <p>A Replacement may not be the same colour or model as Your Mobile Phone, Tablet PC or Your Wearable, and may be Refurbished or contain Refurbished parts unless it is a new Replacement.</p>

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	You cannot select the colour of Your Replacement. The capacity of the battery in the Replacement to hold an electrical charge will be at least 80% of its original specification.
Return Conditions	means the “Return Conditions” as set out in 7. Service Request Procedures.
Serial Number	means a unique number provided by the product manufacturer of a Mobile Phone, Tablet PC or Wearable which can be used to identify the Mobile Phone, Tablet PC or Wearable.
Service Request	means a Screen Replacement Service Request, Device Exchange Service Request or a Device Exchange (Without Return) Service Request.
Serviced Mobile Phone	means a Mobile Phone that has been the subject of a front screen replacement service by reason of a Mobile Phone Screen Replacement Service Request under the program.
Twelve (12) Month Rolling Period	means the period first starting on the day immediately before the first valid Device Exchange (Without Return) Service Request is made after Your initial enrolment in the program and ends 12 consecutive months later. After that period, it means each new period starting from end of the prior 12 month period and ending 12 consecutive months later.
Tablet PC	means a notebook or tablet data communication device: <ul style="list-style-type: none"> • purchased new from Vodafone or provided as a Replacement to You by Us under this Program; • which has an IMEI or Serial Number, and mobile number (if applicable), which is registered on the Vodafone Network in Your name, and includes any Replacement of a Tablet PC.
Unlocked/unlock	means all locks and activation codes (including the “Find My” feature and other similar features, pin and pattern locks and account administrator locks related to device enrolment programs and mobile device management features) are turned off from any Mobile Phone, Tablet PC or Wearable.
Usage	means a device has been activated on the Vodafone Network and shows activity (including, but not limited to calls, texts and internet activity) has occurred.
Vodafone Agreement	means Your ongoing postpaid plan service agreement with Vodafone.
Vodafone Network	means the network that is provided by Vodafone as the telecommunications service provider, over which You can make or receive a phone call or text message, or access the internet.
We, Us, Our, Vodafone	means TPG Telecom Ltd, including when it is acting through its agent Likewise Device Protection (AU) Pty Ltd.
Wearable	means a smartwatch with a touchscreen display, designed to be worn on the wrist:

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	<ul style="list-style-type: none">• purchased new from Vodafone or provided as a Replacement to You by Us under the program;• which has an IMEI or Serial Number, and mobile number (if applicable), which is registered on the Vodafone Network in Your name.
You/Your	means the person or entity named in the Vodafone Agreement and registered on the Vodafone Network to use the enrolled Mobile Phone, Tablet PC or Wearable (as applicable).

What You can cover under the program

You can choose to cover one or more than one Mobile Phone, Tablet PC or Wearable under the program that You use or (if applicable) used by Nominated Person(s).

Under these terms and conditions We only cover a Mobile Phone, Tablet PC or Wearable that is:

- attached to Your Vodafone Agreement; and
- enrolled individually and shown as enrolled in the Monthly Invoice.

2 Monthly Fee

A separate Monthly Fee is payable in relation to each Mobile Phone, Tablet PC or Wearable to be covered under the program. You must pay the Monthly Fee by the Renewal Date shown on the Monthly Invoice. In addition to this fee, Service Request Fees may be applied as set out below in “5. Service Request Fees”.

3 Service Requests

For a covered Mobile Phone, a Service Request can be (where eligible) a:

- Screen Replacement Service Request; or
- Device Exchange Service Request; or
- Device Exchange (Without Return) Service Request (subject to applicable limits)

For a covered Tablet PC or a Wearable, a Service Request can only be a Device Exchange Service Request. There is no screen replacement or device exchange (without return) service provided for a Tablet PC or Wearable.

You cannot make a Service Request in a Vodafone store and We will not provide any Service Requests at, or deliver any Replacement to, a location outside of Australia.

See below for details of the limits, Fees and Service Request Procedures.

4 Limits

Subject to the other program terms, conditions, exclusions and limitations:

- there are no limits to the number of Service Requests You can make for:
 - a Mobile Phone Screen Replacement Service Request; or
 - a Mobile Phone, Tablet PC or a Wearable Device Exchange Service Request;
- for Device Exchange (Without Return) Service Request, You can only make one (1) valid requests in any one Twelve (12) Month Rolling Period.

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For example, if You initially enrol on 1 January 2024 and make your one valid request on 1 February Your first 12 month period starts on 31 January 2024 and ends 30 January 2025. You would not be entitled to another request until the conclusion of that 12 month period.

However, if You have made a Service Request or claim under the Additional Warranty and not paid Us any applicable fee, You may not make any further Service Request or claim under the Additional Warranty until You have paid us any unpaid applicable fee.

5 Service Request Fees

The following fees may be applied by Us to each relevant type of Service Request where applicable.

Service Request Fee	Mobile Phone	Tablet PC	Wearable
Screen Replacement Fee	\$45.00 (inc GST)	N/A	N/A
Device Exchange Fee	Unlocked Device \$149.00 (inc GST) Non-Return Fee if Return Condition not met Fee as listed at https://protect.likewise.com/vodafone/non-return-fees	Unlocked Device \$65.00 (inc GST) Non-Return Fee if Return Condition not met Fee as listed at https://protect.likewise.com/vodafone/non-return-fees	Unlocked Device \$99.00 (inc GST) Non-Return Fee if Return Condition not met Fee as listed at https://protect.likewise.com/vodafone/non-return-fees
Device Exchange (Without Return) Fee	\$299.00 (inc GST)	N/A	N/A

See “7. Service Request Procedures” for details of how to make a Service Request and how We will collect the relevant Service Request Fees.

6 AppleCare Services – a Mobile Phone which is an iPhone, a Tablet PC which is an iPad or a Wearable which is an Apple Watch Only

If You have a Mobile Phone which is an iPhone, a Tablet PC which is an iPad or a Wearable which is an Apple Watch enrolled in the program You are eligible for the AppleCare Services provided by Apple, subject to Your agreeing to AppleCare Services terms, conditions, exclusions and limitations. You will need to read, and if acceptable to You, accept the terms applicable to AppleCare Services before the time You choose to access the AppleCare Services from Apple.

AppleCare Services will include unlimited technical support in addition to unlimited screen replacements where a covered Mobile Phone which is an iPhone or exchanges where a covered Mobile Phone which is an iPhone, a covered Tablet PC which is an iPad or a covered Wearable which is an Apple Watch is subject to mechanical or electrical breakdown or malfunction including where the capacity of an integrated rechargeable battery to hold an electrical charge is less than 80% of its original specification.

7 Service Request Procedures

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You cannot make a Service Request in a Vodafone store and We will not provide any services in relation to a Service Request at or to a location outside of Australia (including delivering of any Replacement). It's important you ensure the IMEI of the device you are making a request for matches the IMEI of the device you registered to the program. If this is not the case, please contact Us at vodafonedevicecare@likewise.com or 1800 496 991 **before** making any request. Any Service Request must be made following the processes outlined below.

How to make a Device Exchange Service Request and pay the Device Exchange Fee

To make a Device Exchange Service Request to exchange Your covered Mobile Phone, Tablet PC or Wearable contact Us at vodafonedevicecare@likewise.com or 1800 496 991 or at <https://www.vodafone.com.au/device-care/vodafone>, or (for iPhone, iPad or an Apple Watch only) just visit getsupport.apple.com or call (61) 1-300-321-456 to speak with an AppleCare advisor.

Where You are eligible under the terms of the program to make an exchange We will either send You a Replacement Mobile Phone, Tablet PC or Wearable by post, or (for iPhone, iPad or an Apple Watch only) let You know if You're eligible to go into an Apple Store or Apple Authorised Service Provider to collect Your Replacement. If a Replacement is not available through an Apple Store or Apple Authorised Service Provider You may be asked to, or can, contact Us at vodafonedevicecare@likewise.com or 1800 496 991 to make alternative arrangements for Your Replacement service.

You must pay the Device Exchange Fee. Depending on the exchange process that applies, You must pay the Device Exchange Fee at the time Your Device Exchange Service Request is approved by Us, or for iPhone, iPad and Apple Watch only pay it to the Apple Store or Apple Authorised Service Provider (as applicable) at the time of the exchange service.

The Device Exchange Return Conditions You must meet

You must:

- in the case of Replacement at an Apple Store or Apple Authorised Service Provider, hand Your covered iPhone, iPad or Apple Watch to the Apple Store or Apple Authorised Service Provider (as applicable) Unlocked at the time You collect Your Replacement. If You do not, You will not be entitled to receive a Replacement at that time and must contact Us to make alternative arrangements; or
- in the case of a Replacement sent by post, send Us back Your covered Mobile Phone, Tablet PC or Wearable Unlocked within 14 days of receipt of Your Replacement (unless We agree to an extension of time such agreement not to be unreasonably withheld) in the pre-paid satchel We provide You following a Device Exchange Service Request or by another a delivery method agreed to by Us (such agreement not to be unreasonably withheld).

If You do not return Your covered Mobile Phone, Tablet PC or Wearable to Us in accordance with the above conditions or as soon as reasonably possible after being asked by Us, return it Unlocked (or enable Us to Unlock it), We may charge You the Non-Return Fee, subject to applicable law and the following:

- If You are eligible to make a Device Exchange (Without Return) Service Request (i.e., You have not exceeded Your 1 request limit for the Twelve (12) Month Rolling Period) and You wish to change Your request to a Device Exchange (Without Return) Service Request, You can contact Us at vodafonedevicecare@likewise.com or 1800 496 991 or We will contact You where You are eligible and We have not received the Unlocked covered device. If you choose to change Your request You must pay the Device Exchange (Without Return) Fee instead of the Non-Return Fee. If your choice is not communicated to us within 30 days of us receiving payment for your request and we still have not received your Unlocked covered device, we will charge the relevant Non-Return fee, unless we agree otherwise (such consent not to be unreasonably withheld).
- Where the above does not apply and the device You return to Us is not Your covered device enrolled under the

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program, We will tell You this. If the device is the same make, model and capacity as the device that is registered under the Vodafone Device Care Program and We agree with You to Us keeping the device, we will not charge the applicable Non-Return Fee. If You want a non-covered device returned to You We will charge You the reasonable costs for Us to arrange for this or make other reasonable arrangements for You to collect the device at Your expense.

You may also not make any further Service Request or claim under the Additional Warranty until You have paid us the Non-Return fee or We agree otherwise.

Front Screen Replacement Service Request

To make a Screen Replacement Service Request to replace the front screen on Your Mobile Phone contact Us at:

vodafonedevicecare@likewise.com or 1800 496 991 or at <https://www.vodafone.com.au/device-care/vodafone> (For any Mobile Phone or if You want a Likewise Repair service); or (for iPhone only) just visit getsupport.apple.com or call (61) 1-300-321-456 to speak with an AppleCare advisor

Where You are eligible under the terms of the program to have a front screen replacement on Your Mobile Phone You can choose whether:

- for iPhone only:
 - to take Your iPhone to an Apple Store or Apple Authorised Service Provider during their normal business hours and have the front screen replaced in store;
 - You would like Our Likewise Repair service provider (available via vodafonedevicecare@likewise.com or 1800 496 991 only) to come to You to replace the front screen on the spot at Your selected location (subject to availability and their normal business hours.); or
 - contact Us at vodafonedevicecare@likewise.com or 1800 496 991 to make alternative arrangements for Your front screen replacement.
- for any Mobile Phone other than iPhone:
 - to send or take Your Mobile Phone to Our mail-in centre or one of Our nominated repairers during their normal business hours who will then replace the front screen and if required send the Mobile Phone back to You; or
 - You would like Our Likewise Repair service provider to come to You (available via vodafonedevicecare@likewise.com or 1800 496 991 only) to replace the front screen on the spot at Your selected location (subject to availability and during their normal business hours).

You must pay the applicable Mobile Phone Screen Replacement Fee. Depending on the front screen replacement process You choose, You must pay the Mobile Phone Screen Replacement Fee at the time Your Mobile Phone Screen Replacement Service Request is approved by Us or pay it to an Apple Store or Apple Authorised Service Provider (as applicable) at the time of the front screen replacement service.

If You have made a front Mobile Phone Screen Replacement Service Request for Your Mobile Phone and this has not yet been actioned by Us, You can contact Us and choose to make a Device Exchange Service Request for the Mobile Phone instead. In this case We will refund the Mobile Phone Screen Replacement Fee and charge You the applicable Device Exchange Fee.

If You have made a Mobile Phone Screen Replacement Service Request for the front screen of Your Mobile Phone and upon inspection of Your Mobile Phone the front screen replacement technician determines that the front screen

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cannot be replaced, We will contact You and advise You that We cannot replace Your front screen and give You the option of either having Your Mobile Phone returned to You, or making a Device Exchange Service Request for the Mobile Phone instead. We will refund any Mobile Phone Screen Replacement Fees that have been charged and collect payment of the Device Exchange Fee if You choose this option instead.

Device Exchange (Without Return) Service Request

To make a Device Exchange (Without Return) Service Request to replace Your Mobile Phone without returning Your Mobile Phone to Us, contact Us at vodafonedevicecare@likewise.com or 1800 496 991 or at <https://www.vodafone.com.au/device-care/vodafone>.

You are not eligible to go into an Apple Store or Apple Authorised Service Provider to collect Your Replacement.

Where You are eligible under the terms and conditions of the program to make a Device Exchange (Without Return) Service Request, You must pay the Device Exchange (Without Return) Fee to Us at the time Your request is approved by Us and We will send You a Replacement Mobile Phone by post.

Device Exchange (Without Return) Service Request Condition

You can make one (1) valid Device Exchange (Without Return) Service Request for Your Mobile Phone enrolled in the program in each Twelve (12) Month Rolling Period. Refer to “**4. Limits**” section above for more detail.

As ownership of Your Mobile Phone passes to Us where We provide You with a Replacement, You must provide Us with such information as We may reasonably require for the purpose of data collection and protecting Our interests in relation to the Mobile Phone.

8 Exclusions

The following exclusions apply to the Vodafone Device Care Program, to the extent permitted by law:

- (a) You will not be entitled to the benefits under the program unless You Live in Australia.
- (b) Other than the front screen replacement services for Mobile Phones outlined in these terms and conditions, We do not provide any repair services under the program for Your Mobile Phone, Tablet PC or Wearable.
- (c) We will not provide any benefits in relation to any Accessories.
- (d) We will not provide any additional Accessories with a Replacement.
- (e) We will not return any Accessories to You that are sent to Us with a returned Mobile Phone, Tablet PC or Wearable unless You agree to bear the reasonable costs of Our doing so or such other conditions as We may reasonably require. You should keep any Accessories that You want to retain when You send Us Your Mobile Phone, Tablet PC or Wearable and You will be reminded of this in the return instructions sent to You. You can request for Accessories to be returned at Your expense by contacting Our call centre
- (f) We will not restore any data, software, games or applications stored on Your Mobile Phone, Your Tablet PC or Your Wear- able memory card, any other storage device, or media used with the Mobile Phone, Tablet PC or Wearable. You should ensure that You back up any data, software, games or applications that You want to install on Your Replacement before sending Your Mobile Phone, Your Tablet PC or Your Wearable to Us. You will be guided on how to do this in the return instructions sent to You.
- (g) We will not return any SIM cards with a Replacement. You should ensure You remove any SIM cards from the Mobile Phone, Tablet PC or Wearable before sending it to Us. You will be reminded of this in the

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return instructions sent to You. You can request for it to be returned at Your expense by contacting Our call centre.

- (h) We will not provide any benefit not expressly provided for in the program. This means We do not cover loss of use, loss of profit or income, loss of contract, loss arising from delay or failure to perform, loss of contract income or similar consequential loss of any nature whatsoever.
- (i) We will not provide any benefit in relation to a Service Request for Your Tablet PC or Your Wearable while it is lost, misplaced, stolen or otherwise cannot be located.
- (j) We will not provide any benefit to a Mobile Replace without Exchange service request where usage on the Vodafone network is not detected in the 30 days prior to the service request.
- (k) We will not provide any benefit in relation to a Service Request which is fraudulent, false or misleading in any respect or contrary to relevant law.
- (l) Where We have sent You a Replacement or You have collected a Replacement from Apple or an Apple Authorised Service Provider (as applicable) following a Service Request, We will not provide any benefit for a Service Request for Your Mobile Phone, Tablet PC or Wearable exchanged for that Replacement.
- (m) We will not provide any benefit in relation to a Service Request that is submitted to Us after Your program has come to an end (e.g it is not renewed by Us or You) or has been cancelled. See “**11. When the program will end?**” and “**12. Cancellation**” for further details.

9 Other Conditions

Notifying Us of changes

You must notify Us if You change Your address or email address. You must also notify Us as soon as reasonably practicable if:

- You will no longer Live in Australia;
- there is a substitution of the enrolled Mobile Phone, Tablet PC or Wearable (other than by Us under the program);
- there is a change in ownership of the enrolled Mobile Phone, Tablet PC or Wearable; or
- Your Vodafone Agreement ends.

You are not covered in such cases unless We expressly confirm otherwise to You in writing. You have the right to request cancellation of the program at any time - see “**12. Cancellation**” for more details.

Ownership of the Mobile Phone, Tablet PC or Wearable following a Service Request and Accessories

Likewise will own:

- any Mobile Phone, Tablet PC or Wearable We have replaced where We send You a Replacement following Your Device Exchange Service Request to exchange a Mobile Phone, Tablet PC or Wearable or Your Device Exchange (Without Return) Service Request to replace a Mobile Phone; and
- any parts it has replaced. For example, where Likewise replaces the front screen on Your Mobile Phone or battery of Your Samsung branded Mobile Phone following a Screen Replacement Service Request.

Apple will own:

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- any Mobile Phone which is an iPhone, a Tablet PC which is an iPad or a Wearable which is an Apple Watch it has exchanged where You hand it in at an Apple Store or Apple Authorised Service Provider (as applicable) to collect Your Replacement following a Service Request to Apple to exchange an iPhone, iPad or Apple Watch; and
- any parts it has replaced where Apple or Apple authorised service provider (as applicable) replaces the front screen on Your iPhone following a Service Request to Apple to replace the front screen on Your iPhone.

You agree that all rights, title and ownership of the above specified items will pass to Likewize in the State of New South Wales or Apple (as applicable) and that You will have no further rights or interest in them.

We or Likewize or Apple may have obligations under law to verify the ownership of the secondhand goods received. You agree to take such reasonable steps as are required by Us or them to verify ownership. You will be notified of these as part of Your Service Request process.

We or Likewize or Apple may also have obligations under law to verify the identity of the person(s) that We or they receive secondhand goods from. You agree to take such reasonable steps as are required by Us or them to verify identity. You will be notified of these as part of Your Service Request process. This may, for example, require that You provide Us or Likewize or Apple, with proof of identity issued by a government that shows Your full name, photograph, current address and Your signature. If Your proof of identity does not contain Your photograph, an additional proof of identity issued by a government may need to be provided which together with the first proof of identity shows Your full name, current address and Your signature. Your signature must also match the signature in Your proof of identity provided to Us or Likewize. If necessary proof of ownership and identity documents cannot be provided, We or Likewize may not be able to proceed with Your Service Request.

Any Mobile Phone We Replace under a Device Exchange (Without Return) Service Request OR a serviced device not returned to Us as part of a device exchange where You have exceeded Your device exchange (without return) claim limit in your Twelve (12) Month Rolling Period and haven't paid the relevant non-return fee, will be IMEI blocked to prevent usage domestically and internationally. If the IMEI block is not possible, it may be added to a global blacklist registry.

Assist Us with Your Service Request

You or anyone acting on Your behalf must provide Us with any reasonable additional information, assistance or cooperation that We may request in support of Your Service Request. We may request additional information in support of Your Service Request such as proof of ownership, proof of purchase date and identity or a statutory declaration. If the requested information is not supplied, We may not be able to proceed with Your Service Request (in whole or in part).

Electronic delivery of program documents

You agree that any documents and any notices in relation to the program will be provided to You electronically unless You tell Us otherwise. It is important that You advise Us of any changes to Your email or phone number to ensure You get these important documents. If however You wish to receive Your documents and other notices in hard copy, please tell Us. Any notice sent electronically is deemed sent once it leaves Our system.

10 Warranty on Replacement or screen replacement services

Australian Consumer Law

This limited warranty is provided in addition to the rights and remedies to which You may be entitled under the Australian Consumer Law (ACL). See the Australian Consumer Law Notice on page 4 for further details.

Limited Warranty

Where You are provided with a Replacement or Mobile Phone front screen restoration services by Us, We will provide You with a limited warranty on the Replacement or the front screen restoration services provided (as applicable).

What is included in the warranty?

We warrant the Replacement against defects in materials and workmanship, when used in accordance with the manufacturer's general operating instructions, for the greater of:

- twelve (12) months from the date You receive the Replacement; or
- twenty-four (24) months from the date of Your purchase of the Mobile Phone, Tablet PC or Wearable (as applicable) from Vodafone.

We warrant the Mobile Phone the subject of the front screen restoration services (Serviced Mobile Phone) against defects in materials and workmanship relevant to that service, when used in accordance with the manufacturer's general operating instructions, for ninety (90) days from the date You receive the Serviced Mobile Phone from Us.

What is not included in the warranty?

Subject to relevant law, this warranty does not extend to:

- damage to the Serviced Mobile Phone that is not related to the front screen replacement services provided by Us;
- damage caused to the Replacement or the Serviced Mobile Phone by accident, abuse, earthquake, fire, liquid contact, misuse, or other external cause or event;
- damage caused by You or a third party that has not been directly engaged by Us or the Vodafone Device Care team repairing, servicing, or otherwise opening / tampering with the Replacement or the Serviced Mobile Phone;
- the Replacement or the Serviced Mobile Phone if it has been repaired or modified in any way after We or the Vodafone Device Care team deliver it to You;
- defects caused by normal wear and tear or ageing of the Replacement or the Serviced Mobile Phone;
- any software supplied on the Replacement or the Serviced Mobile Phone;
- the packaging, Accessories and additional hardware supplied (if any) with Your Replacement or Your Serviced Mobile Phone;
- consumable parts of the Replacement or the Serviced Mobile Phone such as screen guards or protective coatings that are designed to diminish over time, unless such defect is caused due to a defect in materials or workmanship;

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- cosmetic damage to the Replacement or the Serviced Mobile Phone such as scratches, dents and broken plastic, unless such defect is caused due to a defect in materials or workmanship;
- damage that is caused to the Replacement or the Serviced Mobile Phone by use of Accessories or additional hardware with Your Replacement or Your Serviced Mobile Phone;
- a Replacement or Serviced Mobile Phone in respect of which the IMEI or other Serial Numbers have been defaced or removed;
- a Replacement or the Serviced Mobile Phone which is modified to allow the installation of unauthorized software (sometimes called jail broken); or
- a device that cannot be verified as the Replacement or Serviced Mobile Phone that You received from Us or the Vodafone Device Care team.

We exclude all warranties and conditions which are not set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth), or expressly provided to You in this warranty or otherwise in this document.

Conditions of the warranty

To be entitled to claim under the warranty, the following conditions must be met:

- the IMEI or Serial Number of the device You are making a claim under the warranty for must be the same as the IMEI or Serial Number of the Replacement or the Serviced Mobile Phone that You received from Us;
- the returned device must be returned in good physical condition (not physically broken or damaged, unless and except to the extent that the damage is caused by a defect in materials or workmanship the subject of the warranty claim).

What We will do if Your Replacement or the Serviced Mobile Phone is faulty or defective

Where You have satisfied the conditions that entitle You to make a claim in respect of:

- Your Replacement under the warranty, You are eligible for another Replacement; or
- Your Serviced Mobile Phone under the warranty, You are eligible for further a front screen Replacement, or if the Vodafone Device Care team determine that will not rectify the fault or defect, another Replacement.

What You must do to be entitled to claim the warranty

You cannot make a claim under this limited warranty in a Vodafone store. Any claim must be submitted to the Vodafone Device Care team, following the processes outlined below.

To make a claim under the warranty, You must, when You discover the fault or defect in workmanship or materials with Your Replacement or Your Serviced Mobile Phone:

- contact the Vodafone Device Care team by phone on 1800 496 991 or by e-mail at vodafonedevicecare@likewise.com to request a Return Authorisation (**RA**);
- supply the Vodafone Device Care team with the IMEI or Serial Number of Your Replacement or Your Serviced Mobile Phone. You can retrieve the IMEI of Your Replacement or Your serviced Mobile Phone by dialing *#06# on Your Replacement or Your Serviced Mobile Phone. Alternatively, for Your Replacement, it

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will be displayed on the packaging the Replacement was delivered in. It will also be available for You to view on the Vodafone Vodafone Device Care portal;

- remove all Accessories on Your Replacement or Your Serviced Mobile Phone (for example, covers, cases and screen guards);
- perform a factory reset of Your Replacement or Your Serviced Mobile Phone; and
- remove any data, software, games or applications from Your Replacement or Your Serviced Mobile Phone, including making sure it is Unlocked. If it is not Unlocked, the Vodafone Device Care team will not be able to validate Your Replacement or Your Serviced Mobile Phone and process Your claim under the warranty. In this case the Replacement or Your Serviced Mobile Phone will be returned to You at Your cost, unless agreed otherwise.

The Vodafone Device Care team will issue to You a RA based on the information in Your request.

If You make a claim under the warranty within thirty (30) days of receiving the Replacement or Serviced Mobile Phone, once a RA has been issued:

- You will be sent another Replacement as well as an e-parcel to Your registered email address and instructions on how to return Your Replacement or Your Serviced Mobile Phone;
- You will then have 14 days to return the Replacement or the Serviced Mobile Phone to the Vodafone Device Care team Unlocked for assessment unless otherwise agreed (such agreement not to be unreasonably withheld);
- if You do not return the Replacement or the Serviced Mobile Phone the subject of a warranty claim to the Vodafone Device Care team Unlocked within the above period, or as soon as reasonably possible after being asked by Us, return it Unlocked (or enable Us to Unlock it), We may charge You the Non-Return Fee, subject to applicable law and the following:
 - If You are eligible to make a Device Exchange (Without Return) Service Request (i.e., You have not exceeded Your 1 request limit for the Twelve (12) Month Rolling Period) and You wish to change Your request to a Device Exchange (Without Return) Service Request, You can contact Us at vodafonedevicecare@likewise.com or 1800 496 991 or We will contact You where We have not received the Unlocked device. If you choose to change Your request You must pay the Device Exchange (Without Return) Fee.
 - Where the above does not apply and the device You return to Us is not Your Replacement or the Serviced Mobile Phone the subject of the warranty claim, We will tell You this and If the device the same make, model and capacity as the Replacement or the Serviced Mobile Phone the subject of a warranty claim and We agree with You to Us keeping the device, We will not charge the applicable Non-Return Fee. If You want the device returned to You, We will charge You the reasonable costs for Us to arrange for this or make other reasonable arrangements for You to collect the device at Your expense.

If You make a claim under the warranty after thirty (30) days of receiving the Replacement or Serviced Mobile Phone, once a RA has been issued:

- You will be sent an pre-paid return kit to the Your registered email address and instructions on how to return Your Replacement or Your Serviced Mobile Phone;

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- You will then have 14 days to return the Replacement or the Serviced Mobile Phone to the Vodafone Device Care team Unlocked for assessment unless We agree otherwise (such agreement not to be unreasonably withheld);
- if the Vodafone Device Care team determine that the Replacement or the Serviced Mobile Phone the subject of a warranty claim which is returned to the Vodafone Device Care team is not eligible for a claim under the warranty, the Vodafone Device Care team will return the Replacement or the Serviced Mobile Phone to You. You will be responsible for the reasonable costs of return of the Replacement or the Serviced Mobile Phone to You where it was not eligible for a claim under the warranty.

Your responsibilities when making a claim under the warranty

You should regularly backup Your Replacement or Your Serviced Mobile Phone to avoid losing the information stored on it in the event of a defect. You will need to backup any information that You have stored on Your Replacement or Your Serviced Mobile Phone and would like to keep before making a claim under the warranty. If Your claim is accepted by Us, unless You request otherwise within 14 days of our acceptance and agree to pay Our reasonable costs of returning the device to You or meet such other reasonable conditions of return as we may require, then whether or not You have removed all data or performed a factory reset of Your Replacement or Your Serviced Mobile Phone, Your Replacement or Your Serviced Mobile Phone will be data wiped and will not be returned to You.

Contact details

You can contact the Vodafone Device Care team in relation to this Limited Warranty by phone on 1800 496 991 or by e-mail at vodafonedevicecare@likewise.com.

11 When will the program end?

For any Mobile Phone, Tablet PC or Wearable the program will automatically end with no notice to You at the earlier of the time:

- the Mobile Phone, Tablet PC or Wearable is no longer being used on the Vodafone Network;
- You purchase an AppleCare+ product from Apple which covers Your Mobile Phone, Tablet PC or Wearable;
- You no longer Live in Australia;
- You sell or pass Your right, title or interest in the Mobile Phone, Tablet PC or the Wearable to another person; or
- Your Vodafone Agreement for the Mobile Phone, Tablet PC or Wearable is cancelled.

Subject to applicable law, the program will otherwise end in accordance with its terms or law (for example, if it is not renewed, or is cancelled by You or Us). We will provide You with the applicable notice of this in writing where We are required to do so by law. See “**13. Refunds of Monthly Fee**” to see if You may be entitled to a refund of any Monthly Fee.

12 Cancellation

You may at any time cancel Your enrolment in the Vodafone Device Care Program. To cancel, please contact Vodafone on 1555 from a Vodafone mobile or 1300 650 410 from any other phone.

We may cancel the program at any time by providing You with 30 days prior notice in writing of the cancellation.

13 Refunds of Monthly Fee

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If:

- You or We cancel the program; or
- the program automatically ends,

We will pay You a pro-rata refund of the Monthly Fee already paid by You for the remaining Enrolment Period for the Mobile Phone, Tablet PC or Wearable.

14 **Complaints and Dispute Resolution**

If You have any complaints regarding a Service Request, or any aspect of the services of the Vodafone Device Care team or Vodafone in relation to the Vodafone Device Care Program, please contact Vodafone on 1300 650 410.

15 **Changes to the Vodafone Device Care Terms and Conditions**

We may need to change the program terms and conditions from time to time where reasonably necessary in order to protect our legitimate interests, or where required and to the extent permitted by law. We may make any changes to the program terms and conditions that do not cause You any detriment by updating the terms and conditions located at <https://www.vodafone.com.au/devicecare>. The change will be effective at the time the updated terms are posted. If You do not want to accept the revised terms and conditions You can call Us to cancel Your enrolment in the Vodafone Device Care Program.

In all other cases where we want to make a change, We will provide You with at least 30 days prior written notice of the changes to the terms and conditions before they take effect. Any such change in terms and conditions will only apply from the next Renewal Date after the relevant notice has been given to You. If You do not want to accept the revised terms and conditions You can call Us to cancel Your enrolment in the Vodafone Device Care Program. You will otherwise be deemed to have accepted the revised terms and conditions from the Renewal Date that they come into effect on.

16 **Privacy**

In this section, “We”, “Our” and “Us” includes Likewise, Vodafone and their related entities.

We deal with Your personal information in accordance with the Privacy Act 1988 (Cth) and each of Our respective privacy policies as listed below. We collect personal information to provide, offer and administer Our various products and services, or otherwise as permitted by law. Such purposes include responding to Your enquiries, providing You with assistance You request of Us, maintaining and administering Our products and services, providing You with marketing information regarding other products and services (of Ours or a third party); quality assurance and training purposes; performing administrative operations and any other purpose identified at the time of collecting Your information.

If You provide personal information to Us about another person, We rely on You to have made or make them aware that You will, or may, provide their information to Us and the types of third parties We may provide it to, the relevant purposes We and any of the third parties will use it for and how they can access it. If You have not done, or will not do, either of these things, You must tell Us before You provide their relevant personal information.

We may collect Your personal information so that We or Our related entities or other third parties with whom We have a relationship can develop or offer You products and services which We believe may be of interest to You, but will not do so if You tell Us not to by contacting Us. Collection can take place by websites, email, telephone or in writing. Unless it is unreasonable or impracticable for Us to do so, We collect Your personal information directly from You. There may, however, be occasions where We collect Your personal information from someone else.

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If You do not consent to Us collecting and using all or some of the personal information We request, We may not be able to provide You with Our products or services such as processing Your application for the program or Your Service Request.

We may at times also disclose Your personal information to Our related companies or third parties who provide services on Our behalf; however, We will never sell, rent or trade Your personal information. This may include Our professional advisors, representatives, distributors or referrers, mailing houses and marketing companies, credit providers, external IT service providers, other intermediaries, providers and advisers. In the case of Service Requests it may be disclosed to persons involved in the replacement processes. Your personal information may also be disclosed to dispute resolution providers, government bodies, regulators, law enforcement agencies and any other parties where required by law.

It may happen that We disclose personal information to related companies or service providers located in countries other than Australia. These details are listed in each of Our respective privacy policies and can change from time to time. You consent to the use and disclosure of Your personal information as set out in this section. Your consent applies unless You tell Us otherwise by contacting Us. You can read more about how We collect, use and disclose Your personal information or Our complaints process about a breach of the Australian Privacy Principles in Our respective privacy policies which are available on Our website or You can request a copy. If You wish to gain access to Your personal information (including correcting or updating it), have a complaint about a breach of Your privacy or have any other query relating to privacy, please contact Us (Our contact details are provided below).

Vodafone

- vodafone.com.au/aboutvodafone/legal/privacypolicy
- 1300 650 410

Likewise

- <http://likewise.com/vodafonedevicecare/privacy>
- 1800 496 991