

## ASURION TRADE-IN PROGRAM

### CUSTOMER TERMS AND CONDITIONS FOR PARTICIPATING IN THE ASURION TRADE-IN PROGRAM ("Terms and Conditions")

#### 1. GENERAL:

- 1.1 You are entering into these Terms and Conditions with Asurion Australia Pty Ltd ABN 18 155 388 275 ("Asurion", "Us", "We", "Our").
- 1.2 Words with special meaning in these Terms and Conditions are capitalised and defined in clause 12.

#### 2. INFORMATION ABOUT THE PROGRAM

- 2.1 Subject to these Terms and Conditions, You may sell to Us Your Existing Device for a price to be nominated by Us (**Price**). We will pay or satisfy the Price by providing You with a unique Trade ID. You may use the Trade ID in Store towards payment, in whole or in part, of the Purchase Price of a New Device or any product available for purchase in Store.
- 2.2 You acknowledge and agree that:
- (a) each of Harvey Norman Holdings, each subsidiary of Harvey Norman Holdings, the Franchisee and each other Harvey Norman Franchisee is not a party to these Terms and Conditions and has no obligation to You with respect to any matters set out in these Terms and Conditions; and
  - (b) Asurion is the provider of, and undertakes, the Program.

Nothing in this clause excludes any non-excludable rights that You may have under the written law.

#### 3. THESE TERMS AND CONDITIONS:

Please read these Terms and Conditions carefully. Your participation in the Program is subject to Your compliance with these Terms and Conditions. These Terms and Conditions outline Your responsibilities under the Program and provide You with other important information.

#### 4. ELIGIBILITY:

- 4.1 To be eligible to participate in the Program, You must :
- (a) be an Australian resident who is at least 18 years old;
  - (b) be capable of entering into a binding contract;
  - (c) own an Existing Device that Qualifies for the Program;
  - (d) be the legal and rightful owner of Your Existing Device with no third party having the right to claim any interest, right or ownership of Your Existing Device;
  - (e) confirm Your Existing Device is not, or has not been reported as, lost or stolen;
  - (f) provide Your correct contact details including full name, email, address and phone number;

- (g) meet the identification requirements set out in clause 4.2 or clause 4.3 below;
  - (h) pay the Security Charge by providing Us with a valid Payment Card with sufficient funds;
  - (i) send Your Existing Device to Us; and
  - (j) answer all of Our questions about Your Existing Device truthfully and accurately.
- 4.2 You must provide Us with a copy of Your valid driver licence bearing Your full name, Your date of birth, Your photograph, Your residential address and Your signature. You provide this by uploading a photograph of Your valid driver licence to the Asurion Trade-In Website (further details of which are set out in clause 5.1 below).
- 4.3 Where You are unable to provide the identification in clause 4.2 above, We will advise You of Alternative Identification Documentation that You can provide to satisfy the identification requirements.
- 4.4 The provision of a valid form of identification is a material condition of these Terms and Conditions to enable Us to comply with Our obligations under the law. Where You are unable to meet the identification requirements set out in clause 4.2 or 4.3 above, You cannot participate in the Program.
- 5. TRADING IN YOUR EXISTING DEVICE**
- 5.1 To request to participate in the Program, You will need to:
- (a) access the Asurion Trade-In Website to confirm that Your Existing Device Qualifies for the Program;
  - (b) enter Your correct contact details and provide valid Payment Card details; and
  - (c) have and be able to provide Us with a valid drivers licence or Alternative Identification Documentation.
- 5.2 The Asurion Trade-In Website will confirm that Your Existing Device Qualifies for the Program by asking You to answer a series of questions about Your Existing Device, including:
- (a) make, model, capacity and IMEI or serial number;
  - (b) the physical condition of Your Existing Device; and
  - (c) if Your Existing Device has any missing parts or non-genuine parts,
- You must answer Our questions honestly and accurately.
- 5.3 Once the Asurion Trade-In Website confirms that Your Existing Device Qualifies for the Program:
- (a) You will be advised of the estimated Price\* that We will pay You for Your Existing Device if You sell Your Existing Device to Us; and
  - (b) subject to clause 5.6, to satisfy Our obligation to pay the Price to You, We will provide You with a unique Trade ID:

- (i) which You may tender to the Franchisee at the point of sale when buying a New Device or any product available for purchase in Store;
- (ii) which the Franchisee may accept, in whole or part payment of the Purchase Price payable by You to the Franchisee.

*\*The Price is determined by Us based on Our market value assessment of Your Existing Device. If You trade in a laptop or PC which includes or requires accessories (e.g. keyboard, stylus pen), the estimated Price that We offer and will pay You may vary depending on whether these accessories are traded in with Your Existing Device, and the condition of these accessories.*

- 5.4 When We issue You with a unique Trade ID, We will charge Your Payment Card an amount equivalent to the estimated Price advised to You in clause 5.3(a) (**Security Charge**). The Security Charge is a charge on Your Payment Card and not a pre-authorisation. We will hold the Security Charge until We have received and completed Our final assessment of Your Existing Device. Once Our final assessment is complete and We have determined that Your Existing Device is in the condition that You declared on the Asurion Trade-In Website, We will then process a refund of the Security Charge (subject to clause 6.4).
- 5.5 Your unique Trade ID will expire after 7 days if it is not presented in Store. The Security Charge will be automatically refunded to You if Your Trade ID expires.
- 5.6 You can only use Your unique Trade ID once, however, You can use the credit from up to three unique Trade IDs towards the purchase of a New Device or any product available for purchase in Store in a single transaction. Any excess credit remaining when You use Your Trade ID will be provided to You in the form of a Gift Card that can be used for future in Store purchases. Trade-in credits are not otherwise exchangeable or redeemable for cash.
- 5.7 When You accept these Terms and Conditions You agree to:
  - (a) payment of the Security Charge;
  - (b) post in Your Existing Device to Us using the prepaid e-Label provided to You;
  - (c) attest in writing that You are the owner of Your Existing Device;
  - (d) offer to transfer ownership of Your Existing Device to Us under these Terms and Conditions;
  - (e) Us undertaking a final assessment of Your Existing Device once We receive it to:
    - (i) confirm whether Your Existing Device Qualifies for the Program; and
    - (ii) determine whether Your Existing Device has been Mis-Graded; and
  - (f) Us accepting Your offer upon satisfactory completion of Our final assessment, at which point You enter into a contract with Us for the sale of Your Existing Device to Us for the Price, and ownership of Your Existing Device will immediately transfer to Us.
- 5.8 Within **seven (7) days** after the date on which Your Trade ID is presented in Store, You must post in Your Existing Device to Us in accordance with the instructions emailed to You.
- 5.9 If:

- (a) You fail to post Your Existing Device to Us within fourteen (14) days after the date on which You present Your Trade ID in Store, You will be charged a Late Return Fee in accordance with clause 6.2(b) below; or
- (b) Our final assessment determines that Your Existing Device is an In-eligible Device, You will be charged an In-eligible Device Fee in accordance with clause 6.2(c) below. Upon payment of Your In-eligible Device Fee, Your In-eligible Device will be returned to You.
- (c) Our final assessment determines that Your Existing Device is Mis-Graded, then you will be charged a Mis-Grading Device Fee in accordance with clause 6.2(d) below;

## **6. INFORMATION ABOUT FEES, CHARGES AND REFUNDS**

- 6.1 You will need to provide Us with a valid Payment Card holding sufficient funds (equivalent to the estimated Price) to participate in the Program.
- 6.2 By participating in the Program, You expressly authorise Us to charge You one or more of the following:
  - (a) Security Charge;
  - (b) A Late Return Fee if You fail to post Your Existing Device to Us within **fourteen (14) days** after the date on which You present Your Trade ID in Store. This fee is non-refundable;
  - (c) If clause 5.9 (b) applies, an In-Eligible Device Fee;
  - (d) If clause 5.9 (c) applies, a Mis-Grading Device Fee.
- 6.3 Once We complete Our final assessment of Your Existing Device, You will receive a refund of the Security Charge (subject to clause 6.4), and it may take up to 10 business days for the refund to appear in your account.
- 6.4 The Security Charge refund that You receive may be reduced where:
  - (a) You have returned an In-Eligible Device to Us and We have determined that an Ineligible Device Fee applies. In those circumstances, the offer to purchase Your Existing Device will be withdrawn, Your Security Charge will not be refunded as it will be used to satisfy payment by You of the In-Eligible Device Fee and Your In-Eligible Device will be returned to You.
  - (b) You have returned a Mis-Graded Device to Us and we have determined that a Mis-Grading Device Fee applies. In those circumstances, You will receive a partial refund of the Security Charge and the amount You receive as a refund will be the difference between the Security Charge and the Mis-Grading Device Fee.

## **7. PRIVACY**

By applying to participate, or participating in, the Program You consent to Us to collecting, handing, storing and/or disclosing Your Personal Information in accordance with Data Privacy Laws and Our privacy policy, a copy of which is available at <https://corporate.asurion.com.au/eng/privacy-policy/>

## **8. SENDING IN YOUR EXISTING DEVICE:**

### **8.1 Before posting Your Existing Device to Us:**

- (a) We recommend that You back up any files, photos or other data which You have stored on Your Existing Device.
- (b) You must remove the SIM card, memory card, memory sticks and any personal or confidential data. SIM cards, memory cards or memory sticks received by Us will not be returned to You, they will be securely destroyed. If you have a smartphone or tablet, You will need to contact your carrier for a replacement SIM card. Data remaining on Your Existing Device will be securely wiped and Your Existing Device may also be reset to factory settings. We will not be able to recover any data stored on Your Existing Device.
- (c) You must disable all activation or device locking features (e.g, Find My, Google account locks and Samsung account locks). These features may prevent Your Existing Device from being wiped and factory reset until You disable the feature. If You send Us Your Existing Device and it is locked, We will contact You to assist You to unlock Your Existing Device remotely. If You fail to unlock Your Existing Device remotely or fail to respond to Our request to unlock Your Existing Device remotely, Your Existing Device will be deemed an In-eligible Device and an In-eligible Device Fee will apply. In these circumstances, the offer to purchase Your Existing Device will be withdrawn, Your Security Charge will not be refunded as it will be used to satisfy payment by You of the In-Eligible Device Fee and Your In-eligible Device will be returned to You.

## **9. LIABILITY**

We will not be liable or responsible for any failure to perform, or any delay in the performance of, any of Our obligations under these Terms and Conditions that is caused by events outside Our reasonable control or due to Our compliance with any applicable laws or regulations.

## **10. LOST OR STOLEN DEVICES**

- 10.1 The criteria for a Good Working Order Device and an Acceptable Damaged Device includes, amongst other things, that Your Existing Device is not a lost or stolen device.
- 10.2 If Your Existing Device is a smartphone or tablet, We will also check that the device is not IMEI blocked. Devices are usually IMEI blocked when they have been reported as lost or stolen, with IMEI blocking preventing the making or receiving of phone calls. You acknowledge and agree that We will run an AMTA check on Your Existing Device to determine whether it has been reported as lost or stolen.
- 10.3 If Your Existing Device has been reported as lost or stolen, We may request that You provide Us with any additional documents or information including additional proof of ownership. In the event that there is insufficient proof of ownership, We will deal with Your Existing Device in accordance with the relevant law which may include providing Your Existing Device to the relevant authorities.

## **11. MISCELLANEOUS**

- 11.1 We may preclude You from participating in the Program if at any time We reasonably believe that:
- (a) You are using the Program (whether intentionally or not) in a way that may adversely impact the reputation of Asurion, the Franchisee or the Harvey Norman®, Domayne® and Joyce Mayne® brands;
  - (b) You are using the Program in a manner which is, or is reasonably believed to be fraudulent, illegal or related to any criminal activity or intended to make a commercial gain;
  - (c) You have breached these Terms and Conditions where the breach is by its nature material; or
  - (d) You have provided Us with incorrect, false or incomplete information and We have relied on this information.
- 11.2 We may amend these Terms and Conditions from time to time by publishing a new version on the Asurion Trade-In Website. Please check the latest version each time You participate in the Program.
- 11.3 *Severability.* If a provision of these Terms and Conditions is invalid or unenforceable, it may be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions continue in force.
- 11.4 These Terms and Conditions will be governed by and construed in accordance with the laws of New South Wales.

## 12. ENQUIRIES

If You have any queries, complaints or feedback regarding the Program, please contact Us at: [tradein-enquiries@asurion.com](mailto:tradein-enquiries@asurion.com)

## 13. DEFINITIONS:

In these Terms and Conditions, the following words have the following meanings:

**Acceptable Damaged Device** means an Eligible Device which has an acceptable level of damage as determined by Our final assessment of Your device.

**Alternative Identification Documentation** means:

- (1) a card or other document that:
  - (a) bears Your photograph, and
  - (b) is issued by an Australian Authority or Foreign Authority, and
  - (c) includes Your name, signature, date of birth and residential address in Australia.

or

- (2) a combination of cards or other documents that:
  - (a) are issued by organisations or persons (other than You) and that include Your name, Your photograph, signature, date of birth and residential address in Australia; and

(b) includes a card or document issued by an Australian Authority or Foreign Authority.

**AMTA** means Australian Mobile Telecommunications Association.

**Asurion Trade-In Website** means the website (<http://tradeinwith.asurion.com.au/>) used to assess whether Your Existing Device Qualifies for the Program.

**Australian Authority** means the government or a statutory authority of New South Wales, the Commonwealth, another State or a Territory.

**Data Privacy Laws** means Commonwealth, State and/or Territory legislation in relation to the collection, use, storage, transfer, security or disclosure of any Personal Information, including the *Privacy Act 1988* (Cth) that applies to Us.

**Eligible Device** means a:

- (a) smartphone,
- (b) tablet,
- (c) smart watch,
- (d) fitness tracker,
- (e) laptop computer,
- (f) desktop computer, or
- (g) other electronic equipment,

of a make and/or model that is eligible for participation in the Program, as determined by Us. Smart watches and laptop computers must be traded in with the original charger, where the estimated Price is greater than \$1.

**Existing Device** means a device that You own.

**Foreign Authority** means the government or a government authority of a foreign country or a state or other part of a foreign country.

**Franchisee** means a Harvey Norman Franchisee that operates a Harvey Norman, Domayne® or Joyce Mayne® retail business from the Store.

**Good Working Order Device** means an Eligible Device which is in good working order as determined by Our final assessment of Your device..

**Harvey Norman Franchisee** means an entity with whom Harvey Norman Holdings or a subsidiary of Harvey Norman Holdings (as franchisor) has entered or in the future enters into a franchise agreement governing the use of intellectual property belonging to the franchisor, including trademarks embodying all or any of the words "Harvey Norman®", "Domayne®" or "Joyce Mayne®".

**Harvey Norman Holdings** means Harvey Norman Holdings Limited ACN 003 237 545.

**IMEI** means international mobile equipment identity.

**Incorrect Device** is a device that does not contain the same IMEI or serial number as the device that You assessed for using the Asurion Trade-In Website.

**In-eligible Device** is an Existing Device that:

- (a) is not an Eligible Device;
- (b) is not a Good Working Order Device or an Acceptable Damaged Device;
- (c) does not have all activation and device locking features disabled (including Find My, Google account locks and Samsung account locks);
- (d) is a lost or stolen device;
- (e) is AMTA blocked;
- (f) is liquid damaged
- (g) contains non-genuine parts;
- (h) has missing parts;
- (i) has an operating system bypass (eg. jailbroken);
- (j) cannot power up;
- (i) does not have clear chain of ownership; and/or
- (k) is an Incorrect Device.

**In-eligible Device Fee** means a fee which is up to an amount equivalent to the value of Your unique Trade ID (excluding any additional bonuses offered).

**Late Return Fee** means a fee of up to \$50 which may be charged by Asurion if You fail to post Your Existing Device to Us within fourteen (14) days after the date on which You present Your Trade ID in Store. This fee is non-refundable.

**Mis-Graded or Mis-Grading** means that Your Existing Device has been incorrectly assessed using the Asurion Trade-In Website as a result of misrepresentations You have made to Us about the condition of Your Existing Device.

**Mis-Graded Device** means Your Existing Device that has been Mis-Graded.

**Mis-Grading Device Fee** means a fee which is equal to the difference between the following amounts:

- (i) the Price offered to you in accordance with clause 5.3; and
- (ii) Our revised Price of Your Existing Device (based on fair market value) once grading is confirmed by Us.

**New Device** means a new consumer electronic device of Your choice that is available for You to purchase in Store.

**Payment Card** means a valid Australian issued credit or debit card that is accepted as a form of payment on the Asurion Trade-In Website.



**Personal Information** means information or an opinion about an identified individual or an individual who is reasonably identifiable: (a) whether the information or opinion is true or not; and (b) whether the information or opinion is recorded in a material form or not.

**Price** has the meaning given in clause 2.

**Program** means the program offered by Asurion which allows You to sell Your Existing Device to Asurion in exchange for Asurion providing to You a unique Trade ID, subject to these Terms and Conditions.

**Purchase Price** means the price payable to the Franchisee for a New Device or any product available for purchase in Store, as advertised by the Franchisee.

**Qualifies** means that Your Existing Device is an Eligible Device that is either a Good Working Order Device or an Acceptable Damaged Device and is not an In-eligible Device.

**Security Charge** has the meaning given to it in clause 5.4.

**Store** means a retail store branded as “Harvey Norman®”, “Domayne®” or “Joyce Mayne®” and operated by a Franchisee.

**Trade ID** means a token, barcode, card or instrument, in whatever form or media, issued to You by Us through, or pursuant to, the Asurion Trade-In Website, in an amount equivalent to the Price.

**You and Your** means you, being an individual who meets the eligibility criteria in clause 4 of these Terms and Conditions.