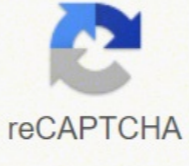




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Virgin Media Freestyle Trade Up Terms and Conditions Please read the following terms and conditions carefully. You should understand that by placing an order to Trade Up you agree to be bound by these terms and conditions. It is recommended you take note of your IMEI number before you Trade Up in case there are any potential problems with your order. Please see the FAQ for help on how you find your device's IMEI number 1. What is Freestyle Trade Up? 1.1. Trade up is a service that allows existing Virgin Media Freestyle customers ("you") to upgrade to a new phone early by using the value in one old phone (a "Device") to pay off your existing active Freestyle consumer credit agreement (your "Freestyle Loan") with Virgin Media Mobile Finance Limited governed by the Consumer Credit Act 1974 ("Trade Up"). 1.2. You are able to Trade Up any valid Device; it does not need to be the Device associated to your existing Freestyle Loan. 2. Who Provides Trade Up? 2.1. The Trade Up services are operated for and on behalf of Virgin Media Limited (registered no. 2591237) at 500 Brook Drive, Reading, RG2 6UU. ("Virgin Media") by Brightstar Corporation Technology Limited (registered no. 08401611) at Weston Road, Crewe, Cheshire, CW1 6BU ("Brightstar") (together "we", "us" or "our"). 3. Eligibility 3.1. To place a Trade Up order, you warrant: (i) you are a resident in the United Kingdom; (ii) that you are an existing Virgin Media customer with an active Freestyle Loan with Virgin Media Mobile Finance Limited; (iii) you are the owner of the Device or have obtained express consent from the rightful owner to Trade Up the Device; (iv) the Device is not subject to any previously agreed trade in or Trade Up arrangement; (v) the Device was not purchased from Virgin Media within 30 days prior to placing the Trade Up order; and (vi) the Device is not stolen or listed with us or a third party as stolen. 3.2. As part of the eligibility process, we will check the Device with CheckMEND, from the suppliers of IMMOBILISE as used by UK Police forces to trace stolen and missing property. If the Device fails any due diligence check we may notify the relevant police authority and we may pass the Device and your details to them and the Device Quote as defined in section 4 below will not be used to settle your Freestyle Loan. 4. Placing your Trade Up order 4.1. To determine the value of your Device, when placing your order you shall provide a true and accurate description of the Device, including but not limited to the following information: (i) the correct brand/make, model and IMEI number of the Device you wish to Trade Up; and (ii) the condition of the Device that you wish to Trade Up, which shall be classed as either: (a) a working device, which means all features of the Device are in good working order and condition, there is no physical damage to the exterior (e.g. to the buttons or screen) or water damage, the device is able to make/receive calls and SMSs, its battery is included and is able to maintain charge and power up ("Working Device"); or (b) a non-working device, which means a Device that is not fully functional (e.g. does not power up, has a damaged screen, case or buttons or has water damage) but includes a battery, is not crushed or bent; has no missing components ("Non-Working Device"). The Device's Trade Up value ("Device Quote") shall be solely determined by Virgin Media, Brightstar or a third party based on the make a model of the Device. Device chargers and accessories may not be returned with your Device and hold no monetary value. They shall not form part of the condition and cannot be used to complete the Trade Up process. Such Device chargers and accessories will not be returned to you; therefore we recommend you carefully check the contents of your package before returning it to us. 4.2. Once a Trade Up order is placed, the Device Quote shall be valid for up to 14 calendar days to enable you to complete your order. If the Device arrives after 14 calendar days from the date the Trade Up order is placed, the Device Quote shall be updated - see section 5.1(ii). 4.3. You will be sent a free postage pack via Royal Mail after placing your order; this will normally arrive 2-3 working days after your Trade Up order has been placed. We do not accept responsibility for lost, stolen, late or damaged postage packs containing your Device. Proof of sending is not is not proof of receiving. 4.4. If we don't receive your Device after 28 calendar days, your Trade Up order will be cancelled. For the avoidance of doubt, your current active Freestyle Loan and any new Freestyle Loan are separate and shall continue to be payable as normal and in line with your recently advised payment schedule. 4.5. Important Information prior to Trade Up: (i) By placing your order and sending your Device, you will be unable to cancel your order. (ii) Please remove any SIM card and any accessories, including without limitation memory cards, prior to Trade Up. We shall not be liable for any consequences of you not removing the SIM card or accessories, including any charges then occurred. You shall continue to be responsible for such charges; and (iii) We strongly encourage you to backup and store elsewhere any data stored on the phone any memory card, including but not limited to images, messages and videos, on the Device that you wish to retain before to Trade Up. We will not be liable for any damage, confidentiality, loss or erasure of any such data, including personal data, or for any consequences of you not removing your data, including use or disclosure of such data. 5. Trade Up contributing to your Freestyle Loan 5.1. Once your order has been received, we shall, in our absolute discretion, determine whether the description of the Device when the Trade Up order is placed, is an accurate and true description of the Device received: (i) If it is determined to be a true and accurate description, the Device Quote shall be used to part settle/settle your existing active Freestyle Loan. (ii) If it is determined to not be a true and accurate description or if the Device is received after 14 calendar days from the Trade Up order and the value has subsequently changed, then the Device Quote shall be invalidated and a new revised quote ("Revised Value") will be offered to you to part settle/settle your Freestyle Loan. You shall be notified of such Revised Value by e-mail and you shall have 5 calendar days from the issue of the Revised Value to either accept or reject the Revised Value. If you do not accept or reject the Revised Value, we shall assume you accept the Revised Value and this will be used to part settle/settle your existing active Freestyle Loan. If you do reject the Revised Value, we shall return the Device back to you free of charge. You have 14 calendar days from your acceptance or rejection of the Revised Value to cancel your new Freestyle Loan. 5.2. For the avoidance of doubt, the Device Quote or, if accepted, the Revised Value shall only contribute to your existing Freestyle Loan. Any outstanding amount on your existing Freestyle Loan remains payable in line with your recently advised payment schedule until paid off completely. This balance can be paid by contacting Virgin Media and making a debit or credit card contribution. 5.3. Payments in relation to your existing Freestyle Loan will not be taken for up to 30 calendar days from the date your Trade Up order was placed to allow us to process your order. After 30 calendar days, your payment shall resume and a revised payment schedule will be sent to you by email. 5.4. If the Device Quote or Revised Value is higher than the balance of your existing Freestyle Loan, a credit for the difference between the Device Quote Value or Revised Value and the outstanding balance of the Freestyle Loan shall be paid into the bank account, used to pay your existing Freestyle Loan monthly payments, within 10 working days. 6. Privacy and Data Protection 6.1. Where applicable, any data collected during the course of the Trade Up services will be processed and stored wholly in accordance with applicable data protection laws and regulations. The Promoter will use reasonable endeavours to ensure no data will be processed or stored outside the EEA or by third party organisation, except for the administration of the Trade Up services. 6.2. By placing a Trade Up order with us, Virgin Media and/or Brightstar may use your personal information to contact you about special offers about goods and services that may be of interest to you. 6.3. Any personal data will only be used in accordance with Virgin Media's or Brightstar's privacy policy, which can be viewed here: (i) Virgin Media's Privacy Policy ; and (ii) Brightstar's Privacy Policy . General 6.4. We reserve the right to modify these terms and conditions from time to time. If we make changes to the term and conditions of this Agreement, then we will notify and make available such revised terms and conditions. 6.5. Ownership of the Device shall only pass to us once we have received the Device and when the Device Quote or Revised Value has been accepted and payment has been dispatched to you. 6.6. Subject to 7.6, in no event shall Brightstar, Virgin Media, their affiliates, directors employees, agents or licensors, be responsible or liable for direct, indirect, special or consequential damages, arising in any way out of the Trade Up Services, including but not limited to, (a) any technical difficulties or equipment malfunction (whether or not under Virgin Media or Brightstar's control); (b) any theft , unauthorised access or third party interference; (c) any part the Trade Up order or after order process that is late, lost, altered damaged or misdirected (whether or not after receipt by Virgin Media or Brightstar) due to any reason beyond the reasonable control of Virgin Media or Brightstar; (d) any tax liability incurred in connection with the Trade Up; or (e) use of the Trade Up services. 6.7. By placing your Trade Up order, you agree, to the extent permitted by applicable laws, and except as provided herein, to release and hold Virgin Media and Brightstar harmless from any and all liability whatsoever for any injuries, losses or damages of any kind arising from participation in or in connection with the Trade Up including without limitation, acceptance, receipt use and/or misuse of the Trade Up services. 6.8. Virgin Media and Brightstar reserve the right to invalidate any Trade Up order where there is suspected fraudulent use of the Trade Up services. 6.9. Nothing in these terms and conditions his agreement shall limit or exclude Brightstar's or Virgin Media's liability for death or personal injury resulting from our negligence and any other liability that cannot be excluded or limited by English law. 6.10. We are not liable or responsible for the failure to perform the Trade Up services, if in any way the Trade Up services are not capable of being conducted as reasonably anticipated due to any reasons beyond our reasonable control, including without limitation the act of default of any third party supplier and/or our compliance with any applicable law or regulations. 6.11. This agreement and any dispute or claim arising in relation to the same shall be governed and construed in accordance with English Law and is subject to the exclusive jurisdiction of the courts of England.



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