

1. General

- a. The Telstra Trade-In program (“the Program”) is operated by Kingfisher Mobile Australia Pty Ltd (“Kingfisher”).
- b. Telstra Corporation Ltd, its staff, employees and dealers (collectively “Telstra”), may provide elements of the Program as agents of Kingfisher.
- c. Kingfisher is a registered Second-Hand Dealer (Registration No. 2PS22126 in New South Wales).

2. Participation in the Program

- a. To participate in the Program you must be:
 - i. an individual who is a resident of Australia, at least 18 years old; or
 - ii. a small business with an ABN or ACN,

and have a post-paid service with Telstra on an upfront plan or with an existing 13 digit account number.

- b. You may only trade-in a device from Kingfisher’s list of eligible devices.
- c. You must own all rights in any device that you send to Kingfisher and be legally entitled to sell the device. You must not trade-in a device on a Mobile Lease Plan with Telstra, or if the device is subject to any other encumbrance.
- d. If your device has a blocked international mobile equipment identity (“IMEI”), it is not eligible for the Program. IMEI blocking usually occurs after a phone is reported lost or stolen and prevents you from making or receiving calls. You must confirm your phone is working normally before you trade it in.

3. Your Responsibilities

- a. If you are currently paying off your device with Telstra (such as on a Device Payment Contract), after trading in your device you'll need to continue paying your device payments until you have paid out your device in full.
- b. You are responsible for checking whether there are any service add-ons linked to your device being traded-in and cancelling them before trading-in your device, as you'll continue to be charged these fees after trading in your device.
- c. You are responsible for removing your SIM card. Kingfisher is not responsible for any costs arising from your failure to remove the SIM card.
- d. Any SIM cards received by Kingfisher with your device will not be returned and you authorise Kingfisher to destroy them.
- e. You are responsible for ensuring any pin codes, security locks or device tracking features are removed from your device when it is sent to Kingfisher. If the device is locked with a pin code or security lock, or has device tracking still enabled when Kingfisher receives it, the device may be declined by Kingfisher, returned to the shipping address provided on your application and no trade-in credit will be applied.
- f. You are responsible for ensuring that your device does not contain any personal or confidential data when it is sent to Kingfisher. If any personal or confidential data is contained on the device which has not been deleted when Kingfisher receives it, you authorise Kingfisher to perform a factory reset on the device (in which case all data on the device may be deleted).
- g. You agree that neither Kingfisher nor Telstra are responsible for any loss or damage that may be caused by your failure to remove personal or confidential data from the device before sending to Kingfisher.
- h. You are responsible for sending in your device to Kingfisher in NSW within 10 days of receiving the satchel from Kingfisher or your eParcel email notification. If the device is sent later than 10 days of receiving the satchel or your eParcel email notification,

the device may be declined by Kingfisher, returned to the shipping address provided on your application and no trade-in credit will be applied.

4. Privacy and Proof of Identify

- a. As part of Kingfisher's second hand dealer licences, Kingfisher is required by law to obtain proof of identity from you.
- b. Kingfisher reserves the right to contact you or, if you are a business, your authorised representative and ask for further proof of identity, for example if the copy of the proof of identity received by Kingfisher is not legible.
- c. If you are a business participating in the Program, your authorised representative must supply documentary evidence issued by the government or statutory authority of a state, territory or the commonwealth of your ABN.
- d. In addition to the proof of identity requirement, Kingfisher may be required to submit the IMEI number of every device to a police data system that checks for reported lost or stolen property.
- e. Any information collected by Kingfisher will be dealt with in accordance with the Kingfisher Privacy Policy, available at <https://www.telstra.com.au/content/dam/tcom/Trade-in/pdf/kingfisher-mobile-australia-privacy-policy.pdf>. Any information collected by Telstra will be used and disclosed on the terms and for the purposes (including marketing) set out in the Telstra's Privacy Statement available at www.telstra.com.au/privacy/privacy_statement.html or by calling 1800 039 059. Telstra and Kingfisher may exchange information for the purpose of Kingfisher providing the Program to you.

5. Payment

- a. As part of applying for trade-in, you must complete Kingfisher's online or mobile App assessment to get an offer of the estimated trade-in value of your old mobile or tablet device. After your device is sent in and assessed by Kingfisher in NSW, if the condition of the device matches your online assessment, this is the value that Telstra on behalf of Kingfisher will issue to you either:
 - i. by way of a credit applied to your Telstra bill as payment to you for the device; or
 - ii. if you have a Telstra Upfront Mobile Plan, by way of a payment into your nominated card or account for your AutoPay arrangement with us.

Telstra and Kingfisher make no representations about the market value of the device or the price that you might be able to obtain elsewhere.

- b. The model and condition of the device received by Kingfisher needs to match that of your application, otherwise it may be declined by Kingfisher, returned to the shipping address provided on your application and no trade-in credit will be applied.
- c. The personal details provided must be for you as the Telstra account holder. If you are a business and your authorised representative is trading in a device in return for credit to be applied to your Telstra bill or nominated card/account for your AutoPay arrangement with us (as described above in clause 5(a)(i) or (ii)), they warrant that they are doing so on your behalf, and have the authority to do so.
- d. Subject to you meeting the Program requirements, Telstra on behalf of Kingfisher will typically provision the credit:
 - i. to your Telstra bill within 2 billing cycles; or
 - ii. if you have a Telstra Upfront Mobile Plan, to your nominated card or account for your AutoPay arrangement with us within 30 days,

of your transaction being processed.

- e. Once you send your device to Kingfisher in accordance with Program requirements, ownership in your device shall immediately pass to Kingfisher upon Kingfisher completing an assessment of your device and accepting the device for trade-in under this Program.

6. Compliance with these Terms and Conditions

- a. In the case Kingfisher is notified or suspects that the device is lost or stolen, Kingfisher may request further proof of ownership, such as receipts, tax invoices or carrier receipts. Kingfisher may also request that you provide any additional documents or information required by law. In the event that there is (in Kingfisher's opinion) insufficient proof of ownership, the device shall be dealt with in accordance with the relevant law which may include, the device being returned to you, or the device being provided to the relevant authorities and in these circumstances Telstra reserves its right to remove any trade-in credit applied.
- b. If Kingfisher, or Telstra acting as Kingfisher's agent, becomes aware or reasonably suspects that you have not complied with these terms and conditions, Kingfisher and Telstra reserve the right to refuse your participation in the Program. If you have already sent your device to Kingfisher, Kingfisher will make reasonable efforts to return it to you (except where Kingfisher is required by law to provide the device to the relevant authorities).

7. Governing law

- a. These terms will be governed by the laws of the State of New South Wales. Each party irrevocably submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in the State of New South Wales.