

WELCOME TO TELSTRA TRADE-IN TERMS AND CONDITIONS

1. GENERAL

- a) The Telstra Trade-In program ("the Program") is operated by Brightstar Logistics Pty Ltd ("Brightstar").
- b) Telstra Corporation Ltd, its staff, employees and dealers (collectively "Telstra"), may provide elements of the Program as agents of Brightstar.
- c) Brightstar is a registered Second-Hand Dealer (Registration No. 2PS12534 in New South Wales, Licence number 17200317 in the Australian Capital Territory, Second Hand Dealer number 3637463 in Queensland and Registration number SHD14623 in Victoria).

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, signing up to a new Telstra post-paid mobile phone or tablet plan ("New Plan") at the time of participation, or have signed up to a New Plan within the previous 30 days; or
 - ii. a business with an ABN or ACN, signing up to a New Plan at the time of participation, or have signed up to a New Plan within the previous 30 days.
- b) You must own all rights in any devices that you send to Brightstar and be legally entitled to sell the device. This means that you must not sell the device if you are paying a Mobile Repayment Option (MRO) or making any other repayments on the device at the time you participate in the Program.
- c) 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) You are responsible for cancelling any network contract linked to each device, and removing your SIM card. Brightstar is not responsible for any costs arising from your failure to cancel the network contract linked to your device or your failure to remove the SIM card.
- b) Any SIM cards received by Brightstar with your device will not be returned and you authorise Brightstar to destroy them.
- c) You are responsible for ensuring that your device does not contain any personal or confidential data when it is sent to Brightstar. If any personal or confidential data is contained on the device which has not been deleted when Brightstar receives it, you authorise Brightstar to perform a factory reset on the device.
- d) You agree that neither Brightstar 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 Brightstar.

4. BRIGHTSTAR'S RESPONSIBILITIES

- a) Telstra staff (acting as agent for Brightstar) will assess your device in store and advise you of the assessed value of the device. This is the value that Telstra will issue to you by way of a credit applied to your Telstra bill as payment to you for the device and Telstra and Brightstar make no representations about the market value of the device or the price that you might be able to obtain elsewhere.
- b) If you agree to proceed, Telstra staff (acting as agent for Brightstar) will process your sell order and package your device to be sent to Brightstar, together with your proof of identity (see clause 5) and a signed copy of these terms and conditions.

5. PRIVACY AND PROOF OF IDENTITY

- a) As part of Brightstar's second hand dealer licences, Brightstar is required by law to obtain proof of identity from you.
- b) If you are not a business participating in the Program, you must provide a combination of two forms of original proof of identity items in store that together show your full name, photograph, current address, date of birth and signature. These will be copied and enclosed in the tamper-proof envelope with your device and a signed copy of these terms and conditions by Telstra staff. Brightstar 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 Brightstar 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, Brightstar 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 Brightstar will be dealt with in accordance with the Brightstar Privacy Policy, available by emailing customer-care@trade-in.telstra.com. Any information collected by Telstra in the course of acting as Brightstar's agent 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 Brightstar may exchange information for the purpose of providing the Program to you.

6. PAYMENT

- a) Brightstar offers a credit applied to your Telstra bill to pay for your device and may offer other options at Brightstar's discretion.
- b) The personal details provided must be for you as the New Plan 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, they warrant that they are doing so on your behalf, and have the authority to do so.
- c) Subject to you meeting the identification requirements in clause 5b), Telstra on behalf of Brightstar will typically provision within 2 billing cycles for credit to be applied to your Telstra bill, of your transaction being processed by Telstra staff in accordance with clause 4b).
- d) Title in the device shall pass to Brightstar upon payment to you for the device.

7. COMPLIANCE WITH THESE TERMS AND CONDITIONS

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

8. BRIGHTSTAR'S LIABILITY

- a) Brightstar will not be liable or responsible for any failure to perform, or delay in the performance of, any of Brightstar's obligations under a contract that is caused by events outside Brightstar's reasonable control or due to Brightstar's compliance with any applicable laws or regulations.