

# **SONY SWITCH-UP PROMOTION**

## **TERMS & CONDITONS**

*Exertis (UK) Ltd as merchant of record operates the Sony Switch Up Redemption Portal and transacts and contracts with customers for the supply of Products.*

*For the avoidance of doubt, Exertis (UK) Ltd is the controller and processor of your personal information and no such data shall be transferred to SONY MOBILE COMMUNICATIONS. All queries relating to your data should be submitted to Exertis (UK) Ltd in accordance with the terms of its Data Protection Policy, found at <https://www.trade-inredemption.sonymobile.com/privacy-policy>.*

1. To use and purchase a product on the Sony Switch Up Redemption Portal (Redemption Portal) operated by Exertis (UK) Ltd, found at <https://www.trade-inredemption.sonymobile.com>, you must have all completed of the following:
  - a. Purchased a new Sony mobile phone from an authorised reseller;
  - b. Traded in your existing mobile phone via the Sony Switch-Up Trade-In portal, found at <https://www.trade-in.sonymobile.com/trade-in-promo>, and process detailed below at point 2;
  - c. Have selected your trade-in order payment to be via Sony vouchers (referred to throughout as "Voucher(s)";
  - d. Have fully completed the trade-in process as detailed below; AND
  - e. Hold a current voucher balance above £0.01.

### **2. Switch-Up Trade-In Process**

2.1 The Switch-Up Trade-In process set out below is a condition of your participation in the promotion. You must:

- i. Select which mobile phone you wish to trade in on the Trade-Portal.
- ii. Confirm which network (if any) your mobile phone is locked to.
- iii. Confirm the current condition of this mobile phone as being either fully working or faulty /damaged, as per the definitions provided on the trade in portal.
- iv. Select how you would like to receive your payment – this can be either via cash payment or Sony vouchers. Vouchers will equate to an amount which is twice the value of the cash payment being offered. However, if the cash payment option is selected then you will not be able to make a purchase via the Redemption portal.
- v. Enter the IMEI of the mobile phone you wish to trade in and the IMEI of the new Sony mobile phone that you have purchased. You will only be able to trade in one mobile phone for each new Sony mobile phone that you have purchased.
- vi. Confirm your contact details and select how you wish to return your trade-in mobile phone to complete your trade in order request i.e. to ship your mobile phone back immediately or request for a returns pack to be posted out to you.

2.2 For the avoidance of doubt your trade in will be processed in accordance with the MTR Terms & Conditions, found at <https://www.trade-in.sonymobile.com/terms-conditions>. On the successful completion of your trade-in order, you will receive a confirmation email containing:-

- a) An account registration link to allow you to complete the setup of your redemption account;  
AND

- b) Confirmation of the Sony Voucher amount (in pounds sterling) that has been allocated to your redemption account in respect of this trade in order.

2.3 Upon completion of the registration of your redemption account, your Vouchers will be available for use immediately, but your Voucher balance will only be displayed whilst you are logged into your redemption account.

3. Each unique Voucher amount allocated to your account will expire 180 days from the date your registration confirmation or Voucher balance confirmation email was sent to you.
4. Your Vouchers do not hold a cash value nor are transferable for cash.
5. If you provided an incorrect email address during the trade-in process, the 180 days expiry period for your Voucher allocation will still commence on the date your registration/Voucher allocation confirmation email was sent to the incorrect email address provided.
6. If you have purchased any additional new Sony mobile phone(s) from an authorised reseller, you can trade in more than one old mobile phone (as per the process detailed at point 2) on separate occasions. If the Sony Voucher payment option is chosen for each subsequent trade in order, this additional Voucher amount can be added to your existing redemption account balance. However, In order to add any additional Voucher amount to your existing redemption account balance, you must provide the same email address as that which you provided during your initial trade-in order, for each trade in trade in transaction that you wish to link to your original redemption account.
7. Trade-in value amounts cannot be subsequently added to your original redemption account balance if a different email address has been used throughout the trade-in process, as this would generate a separate user account that cannot be later combined with your original user account once created.
8. Voucher amounts used to make a purchase on the redemption portal will be deducted from your total Voucher balance in order of their date of allocation to your redemption account.
9. You can purchase either a single item or select multiple items (except TVs) in a single sales transaction by adding all items into your shopping basket before proceeding to the checkout stage.
10. When placing an order, you will be required to utilise your entire current Voucher balance towards the total value of the item(s) being purchased. Please refer to the examples shown at point 12 for clarification on this point.
11. Your Vouchers can be used to cover your shipping costs if there is sufficient Voucher balance available to cover your entire purchase in full, including shipping costs, in a single transaction.
12. If you do not have enough Voucher balance available to purchase a higher priced item, you can make an additional payment (via Visa, Visa Debit, Mastercard and Maestro card payment methods only) for the difference between the outstanding amount and your voucher balance. Please refer to the following examples: -

Please Note - In the below two examples the customer holds a current voucher balance of £200.

**Example 1** – Vouchers balance is less than the purchase price of item. Item to be purchased is £250 including shipping costs, the full voucher amount of £200 would be allocated against the purchase price requiring an additional cash payment of £50 to be made.

**Example 2** – Voucher balance is more than the purchase price of item. Item to be purchased is £150 including shipping costs, the full amount of £150 in voucher would be allocated towards the transaction, which would leave a remaining voucher balance of £50 and no additional cash payment would be required. The remaining voucher balance of £50 would then be subject to the expiry period limitation as detailed above at point 5.

13. Change of mind order cancellation requests – if you wish to cancel your order and receive a full refund (this would be a refund of any Voucher amount utilised during this order transaction, together with any additional amount paid, except original shipping costs) any such request must be submitted within fourteen days following the date of delivery of your order. Your refunded Voucher amount will continue to have the originally allocated validity period as if this amount had not been redeemed by the cancelled order.
14. You will be required to pay the full cost of shipping for returning your item to us if you select to return the item to us under the 14-day change of mind request, and you will bear the risk for this shipping process. Exertis (UK) Ltd will not be responsible for any items not received back safely or with damage sustained during transit back to Exertis (UK) Ltd.
15. Orders received via the redemption portal can only be shipped to addresses within the United Kingdom.
16. Your order will be shipped within 30 days following successful validation of your order submission.
17. If you are making an additional payment in order to make your purchase, we can only accept your order if the shipping address is the same as the billing address that is associated with your payment card used during this purchase transaction.
18. Where a refund is offered for any other reason than under the 14-day change of mind cancellation request (as detailed above at point 13 above) this is at the discretion of the Exertis Redemption Scheme Team Manager and may not include any voucher amount payment, either for a full or partial refund.
19. Pricing of the products advertised on the redemption portal can be changed at any time and without notice.
20. Stock is subject to availability and any order placed is not guaranteed to be available for your chosen product.
21. Where an item is not available for despatch within 30 days, you will be notified of this and can opt to either wait for your chosen item to come back into stock (where this option is available), to amend or cancel your order at this time in accordance with the 14 days change of mind terms as set out at point 13 above. Alternatively, at the discretion of the Exertis Redemption Scheme Manager, you could be offered a substitute product of equal value and of like for like specification, but would still retain the right to cancel your order if you chose not to accept this alternative item.
22. Exertis (UK) Ltd will provide all product purchases with a twelve (12) month (“Warranty Period”) limited warranty as detailed below.

Exertis (UK) Ltd warrants that the products supplied via the redemption portal are free from defects in materials and workmanship under normal use and use in accordance with the respective Product user manual, during the Warranty Period.

23. The warranty set out in 22 above does not cover defects and damage resulting from:
  - a) Normal wear and tear of the equipment or otherwise due to the normal aging of the equipment.
  - b) The product being used other than in a normal and customary manner.

- c) Any disassembly, repair, alteration or modifications carried out by anyone.
- d) Misuse, abuse, negligence or an accident howsoever caused.
- e) Improper testing, operation, maintenance, installation, or any alteration or modification of the product.
- f) Spillage of food or liquids, corrosion, rust or the use of wrong voltage.
- g) Scratches or damage to plastic surfaces and all other externally exposed parts due to normal use.
- h) Use outside of use permitted under the product's user manual.

24. The warranty will not be available:

- a) If the serial number or warranty seal on the product is illegible, has been defaced or removed,
- b) Without any proof of purchase.

25. The Warranty Period will commence on the date of delivery of your order.