

## Enhanced promotional TRADE-IN TERMS AND CONDITIONS

### 1. TERMS

These are the terms and conditions which govern our Enhanced Trade In promotions.

Please read these terms carefully before participating in this promotion and take note of your new device IMEI/Serial or unique number in case as it will be required to validate your eligibility. On your phone for example the IMEI number can be found by typing in \*#06# in the phone dialler on your device (or in your device settings). It may also be printed on the back of your device or under the battery. For other device types you may provide a unique number or serial number which again can normally be found on the back of the device or on the original packaging.

### 2. THE TRADE IN PROGRAMME – OVERVIEW/HOW TO TAKE PART

Three Ireland (Hutchison) Limited in partnership with Trade in partner Fonua offer a Trade in programme for all retail customers.

- (1) Three Ireland's standard trade-in programme which allows end users to trade-in an eligible smartphone and receive a trade-in value based on a trade-in evaluation process and or (2) for a limited time only there is an additional trade-in programme for the **"Samsung 24"** and the **"Samsung S25 Series"** which is run in conjunction with Samsung/Three Ireland for the **"Samsung 24"** and the **"Samsung S25 Series"** and is bound by the promotional terms and conditions as laid out below and shown on our website <https://www.three.ie/legal/terms.html>

### Samsung S24/Samsung S25 series promotion 2025("Promotion")

#### Three Enhanced trade in offer

- For successful new connections only or upgrading to **"Samsung 24"** and the **"Samsung S25 Series"** (each a **"Promotional Product"**) on Three Prepay or Three Bill Pay in any Three Ireland sales channel within the promotional period **(9am (Irish time) on 6<sup>th</sup> May 2025 and shall close at 23.59 (Irish time) on 30<sup>th</sup> June 2025)**, eligible customers will receive an additional trade in value of (€100) for an eligible smartphone traded in subject to validation in store, and traded in device being graded in store. Eligible devices only and minimum acceptance criteria apply.

### **"Enhanced trade in values"**

Samsung Galaxy 24	- €100
Samsung Galaxy 25	- €100
Samsung Galaxy 25 Plus	- €100
Samsung Galaxy 25Ultra	- €100

2.1 **"Payment"**: means subject to successful new or upgrading connections for the **"Samsung 24" and the "Samsung S25 Series"** on Three Prepay or Three Bill Pay in Three Ireland retail sales channel within the promotional period(s) and as per our trade-in process as set out at <https://www.three.ie/legal/terms.html> payment will be paid to End Users via the customers choice of A) Money into their bank account by our Trade in partner Fonua or B) as a tender type at point of sale.

2.2 **"End Users"**: means participants in the Promotion who are eligible to participate in the Promotion and have agreed to Trade In Device to Fonua through a Three Retail store.

2.3 **"Three "Samsung 24" and the "Samsung S25 Series Promotion"** is defined as follows. starts at 9am (Irish time) on 6<sup>th</sup> May 2025 and ends at 23.59 (Irish time) on 30<sup>th</sup> June 2025. (the **"Promotion Period"**). Claims must be made by no later than 23.59 (Irish time) on 14<sup>th</sup> July 2025 (the **"End Date"**). Claims received after the End Date will be marked as invalid and will not be accepted.

The enhanced payment will be added to the customers Trade In Value as part of the retail Trade in process in store and Fonua shall pay out the Payments to End Users; who have elected to have their funds transferred into their bank. All claims must be registered before the final end date 23.59 (GMT) on 14<sup>th</sup> July 2025 as set out in the Promotion Terms and Conditions herein.

Further to clause 2.3 above the following also applies to this Promotion for end users

2.4 who have provided a unique IMEI or serial number for a Promotional Product which matches an IMEI or serial number provided by Samsung/Three Ireland (and Fonua shall not be responsible if such Samsung/Three Ireland provided IMEI or serial numbers are out of date or incorrect);

2.5 have entered a Purchase Date which is within the Promotion Period;

2.6 have uploaded the IMEI or serial number of their Trade-In Device; and proof of purchase

2.7 who sell a Trade-In Device to Fonua, that meet the criteria as set out in the Promotion Terms and Conditions.

2.8 In determining whether the information provided by End Users is valid, Fonua shall act in good faith and ensure its personnel exercise reasonable care, skill and judgment in such determination and, if it considers it necessary, request further information from the End User. In doing so Fonua shall take the following minimum actions:

2.9 check against the IMEI or serial number provided by the End User to ensure it matches an IMEI or serial number provided by Samsung/Three Ireland.

2.10 record the IMEI or serial number provided by Samsung/Three Ireland and compare future claims against recorded IMEI or serial numbers to ensure there is no duplication of claims.

2.11 Fonua shall not otherwise be required to undertake any additional investigation or verification other than a review of the information provided.

2.12 Should Fonua be in doubt as to validity of any of the information provided by End Users, Fonua shall contact Samsung/Three Ireland who shall support Fonua in authenticating the information (and Fonua shall be entitled to rely upon and shall not be responsible for any decision, suggestion or information made or supplied by Samsung/Three Ireland regarding authentication).

Your completion of the in store Trade In process is an offer to Fonua to purchase your Existing Smartphone. The contract between Fonua and you is formed, subject to these terms and conditions,

Please read these terms carefully if you would like to take part in the Trade-In Programme. These terms tell you who we are, the conditions of the Trade-In Programme and other important information.

### 3. Offer and Acceptance

Participants agree to be bound by these terms and conditions (the “**Terms and Conditions**”). Any information or instructions published by the Promoter about the Promotion at <https://www.three.ie/legal/terms.html> form part of the Terms and Conditions.

#### Eligibility

To be eligible to participate in the Promotion you must be an Irish resident aged 18+ (or have obtained your parent or guardian’s consent to the relevant sale for the relevant sum) or a Company registered in Ireland.

Employees or agents of the Promoter that are involved in the operation of this Promotion or anyone professionally connected to this Promotion are not eligible to enter.

Network providers, retailers, distributors, resellers and any person who purchases the Promotion Products (defined herein) for resale or otherwise not as the user of the

Promotion Products, may not participate in this Promotion and are specifically excluded as a Participant.

Purchases from auction websites (e.g. eBay) or from third party sellers on online retailers' websites are specifically excluded from this Promotion.

On placing your order in a Three store and within the promotion period, you may, if you choose to do so avail of the Trade In promotional trade-in value for your device (subject to T&C's) and provided it is listed on our list of eligible devices to trade-in.

Your completion of the in store Trade In process is an offer to us to purchase your device. The contract between Fonua (us) and you is formed, subject to these terms and conditions, when you sign the Trade in form in store. The contract between you and us is conditional upon us receiving your device post the grading process and it (and you) complying with these terms and conditions.

Participants will be solely responsible for any and all applicable taxes and any other relevant costs or expenses which are not stated in the Terms and Conditions as being included.

By participating in this Promotion Participants agree, to the maximum extent permitted by applicable laws, to release and hold the Promoter 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 Promotion, including without limitation, awarding, acceptance, receipt, possession, use and/or misuse of the Reward. The above limitation of liability shall not apply to liability arising from fraud (including fraudulent misrepresentation), death or personal injury caused as a result of Promoter's negligence.

To take part in the Trade-In Programme:

You must be a consumer;

You must meet at least the 'Minimum Requirements' as set out within these T&C's;

You must complete the trade-in process in a Three retail store

### 3.1 Minimum Requirements

The device must be owned by you; it must match the make and model you entered in our trade-in system, and it must also meet the following criteria.

You must own the device.

To avail of the promotion your device must be listed on our portals eligible device list. For devices not included on the eligible device list participants can look to recycle these directly with Three via the Three recycle website We will accept your existing trade-in device if it meets the following conditions, at the very minimum the device being traded in must:

It must power on/up and hold a charge.

It must be fully functional and must have no software or hardware faults.

It must pass our in store grading.

It must not be blacklisted - each device must be eligible to pass all lost/stolen registers.

It must be factory reset and have no software locks - the device must have any personal account locks removed and the device must be reset to remove personal data, all devices must have their iCloud or Google accounts removed or custom MDM/UEM accounts removed.

It must not be PIN locked and must not have an 'Activation Lock' or 'iCloud Lock' activated. (Please carefully review Clause 4.6 below).

It must include its battery within the casing and must not have any missing parts.

It must not be crushed, bent in half or liquid-damaged.

It must not be "jail-broken", "rooted", "bricked" or "Knox warranty void" and the firmware must not have been altered.

It must be original and meet the manufacturer's original EU specifications (and is not personalised with any custom engraving). For example, the entire colour of the device must match the original manufacturer's specification.

Not have any other issues which affect our ability to resell it.

Individual Participants may submit a maximum of one (1) Claim per Promotion Product purchased and a maximum of two (2) per household

To claim the **"Samsung 24" and the "Samsung S25 Series"**, Participants must first purchase a **"Samsung 24" and the "Samsung S25 Series" device on Three Ireland Bill Pay or Prepay.**

Rewards are non-transferable. In the event of unforeseen circumstances, the Promoter may substitute a Reward of equal or greater value for the Reward.

3.2 When we accept your request for a trade-in via our agent in store you will receive a Trade In ID, this will help us if you can tell us the order number whenever you contact us about your order.

3.4 PLEASE ENSURE THAT YOU BACK UP ANY PHOTOS, FILES AND OTHER DATA WHICH YOU HAVE STORED ON THE DEVICE AND REMOVE THE SIM CARD AND MEMORY CARDS BEFORE PROVIDING THE DEVICE TO US. ON RECEIPT OF THE DEVICE, ALL DATA STORED ON IT WILL BE SECURELY WIPED. WE ARE NOT ABLE TO RECOVER ANY DATA STORED ON AN DEVICE WHICH HAS BEEN PROVIDED TO US. WE CANNOT BE HELD RESPONSIBLE FOR YOUR PERSONAL DATA IF YOU HAVE NOT REMOVED IT FROM YOUR DEVICE OR IF YOUR DEVICE IS LOST IN TRANSIT WHEN BEING SENT TO OR RETURNED BY US.

3.5 To the extent possible, we ask that you include the box and any original accessories which were included within the original box when you Trade In the device to us.

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3.6 If you submit a device which does not meet the initial trade-in terms that you had originally stated, or is not listed on our Trade In portal, or if you do not comply with trade-In programme T&C's, we may notify you that we are not purchasing your device. If we refuse to buy your device it will be returned by the store agent.

3.7 You will not receive any payment for device which are declined.

3.8 Your device must not be blacklisted or reported lost or stolen. Please see the red flag procedure below.

#### 4. PRICING

4.1 Prices displayed on our portal include any applicable VAT and other tax, and are subject to change at any time without notice. device prices are variable and if you check the value of your device but do not place a trade-in order, the value may be different at a later time.

4.2 Any special offers on device prices are subject to particular terms which we may impose and may be varied or withdrawn at any time without notice. All prices are paid in EURO and only within the island of Ireland.

#### 5. RED FLAGS

5.1 We check the status of all trade-in devices we receive against the National GSMA database <https://www.gsma.com/services/tac/about-device-check/> (using the unique IMEI or serial number).

5.2 If your device has a red flag (meaning it has been registered as lost, stolen, barred or blocked on the GSMA database), we must quarantine it for 28 days while its status is reviewed by you.

5.3 If we notify you that your device has a red flag you will need to contact the GSMA to have it removed, we will provide guidance on this procedure. If after 28 days you have been unable to get the device removed from the national GSMA device database we will have no option but to dispose of this device. Under no circumstances are we able to return a device to you if it is either registered or remains registered on the national GSMA database.

5.4 If we become aware of any issues with your order you may be required to co-operate with the authorities and we reserve the right to withhold or cancel payment.

5.5 If we become aware of a red flag or other ownership issue with your device and we have already paid you for the device, you agree to return that payment on our notification, and that we may take steps to recover that amount and any associated costs of recovery.

#### 6. LIABILITY

6.1 We will not be responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

6.2 Your statutory rights are not affected by these terms and conditions, and nothing in these terms and conditions limits our liability for death or personal injury caused by our negligence, our fraud or fraudulent misrepresentation or any other matter which cannot lawfully be limited or excluded.

## 7. FORMING THE CONTRACT

7.1 Your signing of the Trade In summary form is an offer to us to purchase your device. The contract between us(Fonua) and you is formed, subject to these terms and conditions, when we confirm receipt of your order summary form.

7.2 Our contract with you will terminate or expire when we buy, recycle or return your device in accordance with these terms and conditions.

7.3 If a consumer, you may cancel your contract with us without charge at any point up until you sign the trade In summary form. After this point you may not cancel your contract with us

## 8. EVENTS OUTSIDE OF OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under our contact with you that is caused by events outside our reasonable control or due to our compliance with any applicable laws or regulations.

## 9. GENERAL

9.1 These terms and conditions are governed by Irish law and claims in relation to our contract with you are subject to the jurisdiction of the courts of the Republic of Ireland.

9.2 The Promotion is governed by Irish law.