

# Reuse and Recycling

## Terms and Conditions

The recycling service for products is provided by Brightstar Logistics Pty Ltd ("Brightstar") through Apple Inc. and any of its affiliates and subsidiaries (collectively "Apple") at no cost to customers. Brightstar is a registered second-hand dealer (New South Wales registration number 2PS12534, Australian Capital Territory licence number 17200317, Queensland second-hand dealer number 3637463 and Victorian registration number SHD14623). "Recycling service" means the responsible reuse of the product or its parts. To the extent permitted by applicable law, Apple hereby disclaims and excludes any and all warranties of any kind, express or implied. "Customer" means the undersigned owner of the product. "Product" means iPhone or iPad.

### Eligible products

The following products are eligible for credit in the Reuse and Recycling program: iPhone 4, iPhone 4s, iPhone 5, iPhone 5s, iPhone 5c, iPad 2, iPad (3rd or 4th generation) and iPad mini.

### Apple is an agent of Brightstar

The customer understands, acknowledges and agrees that Apple is acting as an agent for Brightstar and that Apple is only collecting the product on behalf of Brightstar.

### You are the owner of the product

The customer represents and warrants that:

- They are the sole owner of the product; there are no liens, encumbrances or security interests in or attached to the product; and they are legally entitled to sell the product
- They are not an Apple reseller
- They are at least 18 years old
- They are a resident of Australia
- The product is not counterfeit, stolen or fraudulent.

### Ownership transfers to Brightstar

Upon Apple receiving and accepting the product, ownership of that product transfers to Brightstar through Apple, and the customer disclaims any further right, title or interest in and to the product or any items contained therein.

### Purchase of new product

Apple, acting as an agent for Brightstar, will advise the customer of the assessed value of their product. This is the value Brightstar will pay the customer for the product; Brightstar makes no representation about the market value of the device or the price the customer may be able to obtain elsewhere. The customer agrees that the value received for the product in the form of a gift card may be used toward the outright purchase of a new iPad or iPhone, or for other purchases in Australia at an Apple Retail Store in the same transaction.

### General terms and conditions

This recycling service is provided for lawful purposes only, and the customer understands and agrees that:

- They have sole responsibility for keeping a separate backup copy of any files or data before transferring ownership of the product to Brightstar, and that they have taken reasonable steps to remove files and data that are deemed personal or confidential. The recycling service does not include data recovery. Apple and Brightstar accept no responsibility or liability for lost files or data
- They are responsible for ensuring the SIM card is removed from the product, and that Brightstar and Apple are not responsible for any costs arising from their failure to remove the SIM
- The customer may receive value for one (1) iPad device and one (1) iPhone device at any one time
- They must provide two forms of original proof of identity that together show the customer's full name, photograph, current address, date of birth and signature
- It may be legally necessary to provide to law enforcement the unique numeric identifier of the customer's product and the customer's personal information as provided under this recycling service
- They indemnify Apple and Brightstar and any of their directors, officers, employees, affiliates, subsidiaries or agents from and against any claims brought against any of them arising from performing this recycling service, or for any breach of these terms and conditions by the customer
- Information collected by Brightstar will be dealt with in accordance with the Brightstar Privacy Policy, available by emailing [aus.commercial@brightstarcorp.com](mailto:aus.commercial@brightstarcorp.com)
- Brightstar and Apple will not be liable for any special, indirect, incidental or consequential damages resulting from the recycling service. To the extent permitted by law, Brightstar's and Apple's entire liability, if any, from any cause whatsoever with respect to this service shall not exceed \$50
- The recycling service is void where prohibited or restricted by law and may not be available in all Apple locations
- Brightstar and Apple reserve the right to refuse, cancel or limit recycling services for any reason
- The recycling service is not redeemable and has no cash value.