



1. The Recycling Service is provided by Likewize Device Protection (AU) Pty Ltd (“Likewize”) through Apple Inc., and any of its affiliates and subsidiaries (collectively “Apple”) at no cost to customers.
2. “Recycling Service” means the responsible reuse or recycling 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.
3. “Customer” means the undersigned owner of the Product.
4. “Product” means iPhone or iPad or such other products as nominated by Likewize and Apple from time to time for the purposes of the Recycling Service.
5. “Eligible Device” means any Product that is eligible for this Recycling Service as determined by Likewize and Apple in their sole discretion.
6. The Customer understands, acknowledges and agrees that Apple is acting as an agent for Likewize and that Apple is only collecting the Eligible Device on behalf of Likewize.
7. The Customer represents and warrants that:
  - a. they are the sole owner of the Eligible Device; there are no liens, encumbrances or security interests in or attached to the Eligible Device; and they are legally entitled to sell or otherwise dispose of the Eligible Device;
  - b. they are not an Apple reseller;
  - c. they are at least 18 years old;
  - d. they are a resident of Australia; and
  - e. the Eligible Device is not counterfeit, stolen or fraudulent.
8. Upon Apple receiving and accepting the Eligible Device, ownership of that Eligible Device transfers to Likewize through Apple in, and in accordance with the laws of, New South Wales, and the Customer disclaims any further right, title or interest in and to the Eligible Device or any items contained therein.
9. Apple, acting as an agent for Likewize, will advise the Customer of the assessed value of their Eligible Device. This is the value Apple will on behalf of Likewize pay the Customer for the Eligible Device; Likewize makes no representation about the market value of the Eligible Device or the price the Customer may be able to obtain elsewhere. For and in consideration of the sale of the Eligible Device to Likewize, the Customer shall receive an Apple Store Gift Card for the assessed value.
10. This Recycling Service is provided for lawful purposes only, and the Customer understands and agrees that:
  - a. they have sole responsibility for keeping a separate backup copy of any files or data before transferring ownership of the Eligible Device to Likewize, 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 Likewize accept no responsibility or liability for lost files or data;
  - b. they are responsible for ensuring the SIM card and any accessories are removed from the Eligible Device, and agree that Likewize and Apple are not responsible for any costs arising from their failure to remove the SIM



- card and/or accessories;
  - c. they must provide two forms of original proof of identity items that together show Customer's full name, photograph, current address, date of birth and signature;
  - d. 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;
  - e. to the extent permissible by law, they indemnify Apple and Likewize 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.
11. Information collected by Likewize will be dealt with in accordance with the Likewize Privacy Policy, available at <https://au-applegiveback-abbt.likewize.com/PrivacyPolicy>.
12. To the extent permissible by law, Likewize 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, Likewize's and Apple's entire liability, if any, from any cause whatsoever with respect to this Recycling Service shall not exceed \$50.
13. The Recycling Service is void where prohibited or restricted by law and may not be available in all Apple locations.
14. To the extent permissible by law, Likewize and Apple reserve the right to refuse, cancel or limit Recycling Services for any reason.
15. The Recycling Service is not redeemable and has no cash value.

