### **Three Warranty terms and conditions**

Applicable to New and 'Like New' devices purchased with an Airtime or Connect plan.

## 1. Summary of the Three Warranty

- The "Three Warranty" is an additional warranty for Three customers purchasing a Qualifying Plan with a Device purchase ("Three Warranty"). The Three Warranty is a Supplementary Service as defined in our standard terms and conditions for the Three services (the "Pay Monthly Terms and Conditions"). In addition to the Pay Monthly Terms and Conditions, these terms and conditions set out the agreement between you and Three in respect of the Three Warranty.
- The Three Warranty applies from either a) the date of purchase for Like New devices, or b) the expiry of your existing manufacturer's warranty (e.g. 12 months from purchase for Apple devices) and provides additional warranty protection, up to a maximum of 24 months, as detailed in these terms. See clause 3 below for details on the length of the Three Warranty.

## 2. Who is eligible for the Three Warranty?

- The Three Warranty is available to new or upgrading Three customers purchasing the following device and Airtime or Connect plans ("Qualifying Plans"):
- New device purchased with a Value or Complete 12 or 24 month Airtime and Connect plans.
- Like New device purchased with a Lite, Value or Complete 12 or 24 month Airtime and Connect plans.
- The length of the Three Warranty period will depend on the type of device and Airtime or Connect plan purchased, see more details at clause 3 below.

## 3. How long will my Three Warranty period last?

- Customers purchasing a New device with a Value or Complete 12 or 24 month Airtime or Connect plan will benefit from a Three Warranty that begins when their manufacturers warranty ends, up to a period of 36 months from the date of purchase. For example, if you purchase a new Apple device the manufacturers warranty will end after 12 months from the date of purchase. Your Three Warranty would then begin from month 12 until month 36 from the date of purchase. Similarly, if you purchase a new Samsung device the manufacturers warranty will end after 24 months from the date of purchase. Your Three Warranty would then begin from month 24 until month 36 from the date of purchase.
- Customers purchasing a **Like New** device with a **Value or Complete** 12 or 24 month Airtime or Connect plan will benefit from a 24 month Three Warranty that begins when they purchase their Like New device.
- Customers purchasing a **Like New** device with a **Lite** 12 or 24 month Airtime or Connect plan will benefit from a 12 month Three Warranty that begins when they purchase their Like New device.

## 4. What devices are covered by the Three Warranty?

- The Three Warranty is only available on the device purchased at the time of the Qualifying Plan purchase, or any device obtained by way of an exchange, during any applicable cooling off period.
- Covered devices may include phones, tablets, wearables or any other device that Three specifies on its website from time to time.
- Any repaired or replaced device provided under the Three Warranty will be covered for the remaining time under the original Three Warranty as detailed in clause 3.

## 4. Losing access to the Three Warranty

- You will cease to be covered by the Three Warranty where you move to any other Airtime or Connect plan from your original Qualifying Plan or if you end your plan.
- If you fail to pay for any services under your Three contract you will not be covered by the Three Warranty.
- The Three Warranty can only be claimed by the original device purchaser and is not transferable to a third party, including in the event that the device is sold or transferred to any third party.

## 5. What does the Three Warranty Cover?

The Three Warranty will cover:

- Electrical or mechanical faults through normal use during the warranty period (as detailed in clause 3).
- Where such an electrical or mechanical fault occurs, the Three Warranty will cover the repair or replacement of the device, including all parts and labour.

#### 6. How long does the Three Warranty last?

• The Three Warranty covers your device for a maximum of 24 months, see clause 3 above for details. Your device will initially be covered by the terms and duration of the manufacturer warranty, after which it will be covered by the Three Warranty.

### 7. What is excluded from the Three Warranty

The following are examples of issues, damage and faults that are not covered by the Three Warranty:

- Any faults or damage not covered by the manufacturer warranty whilst your device is still within the original manufacturer warranty period;
- Cosmetic damage including but not limited to scratches and dents that do not affect the normal functioning of the product (including normal usage wear and tear).
- Any damage caused by deliberate or accidental damage, any liquid damage, fire, neglect, viruses or improper use;

- Any malfunction or damage not attributable to the manufacturing and design of the product.
- Replacement of degradable parts, such as batteries that degrade over time through normal use, unless failure has occurred due to a defect in the manufacture of the device.
- Any device where the serial number has been defaced or removed;
- Faults caused by any unauthorised servicing, repairs, or internal cleaning of your device unless undertaken by a manufacturer approved service provider or authorised by Three.
   For example, this includes scenarios where your device has been opened by a nonapproved person before you send it to us for repair;
- Any additional repairs if your covered device is damaged as well as faulty. For example, if
  you send us a device that has a hardware fault and a cracked screen, the hardware fault
  will be covered, the screen damage will not be covered.
- Any data, software or apps installed on your device such as contacts, photos, or music.

## 8. How to claim under this Three Warranty

To make a Three Warranty claim, you will need to go to you to nearest Three retail store, who'll help you with your claim request Unfortunately, you don't have the option to claim this benefit Online or via the Contact Centre

### 9. Before you send your device to be repaired

Prior to sending a device to be repaired, please ensure that you:

- Remove any security locks/passcodes and sign out of any accounts that you have. If you
  don't disable locks and passcodes, we may not be able to repair your device and will
  have to return it to you unrepaired.
- If you have an iPhone, you must switch off 'Find my iPhone'. We are unable to repair any device that has it switched on and will return it to you unrepaired.
- Remove your SIM (unless it's an eSIM) and any accessories, included cases, screen
  protectors or SD cards. We are unable to return these to you, once the repair has been
  completed.

## 10. What will happen when you send your phone to be repaired?

- If the fault is covered we will either fix it or, if for any reason we can't fix it, we will arrange for a replacement device from refurbished stock.
- If we are not able to provide an exact replacement, for example if your device is no longer in production, we will provide a suitable alternative (of the same or higher specification).
- We'll aim to repair and return your device within 5 working days of receiving it, although this may take longer dependant on your geographical location.

#### 11. Other terms

- Three is not responsible for any damage which is not Three's fault or for any loss of data. This exclusion shall not apply to (i) death or personal injury, (ii) fraud or gross negligence; or (iii) fraudulent misrepresentation; or (iv) any other liability that cannot be limited or excluded as a matter of law. This does not affect your statutory rights.
- The benefits provided under the Three Warranty are in addition to those provided under any standard manufacturer warranty and your rights under consumer law. Your statutory rights are unaffected.
- Three reserves the right to make changes to these terms at any time.
- These terms and conditions are governed by English law and come under the exclusive jurisdiction of the English courts.

# 12. Who is providing the Three Warranty?

**Promoter**: The Three Warranty is provided by Hutchison 3G UK Limited (company number: 03885486) with registered office 450 Longwater Avenue, Green Park, Reading, Berkshire, RG2 6GF ("Three", "We" or "Us").

**Fulfilment Partner**: The Three Warranty is fulfilled by Ingram Micro (UK) is a limited company registered in England and Wales. Registered number: 1609968. Registered office: CBXII West, Midsummer Boulevard, Milton Keynes, MK9 2EA