

Rogers Next Program Terms and Conditions

The following terms and conditions (“**Terms**”) govern the *Rogers Next*™ Program (the “**Program**”) and your participation in the Program. These Terms supplement and form part of our Service Agreement(s) with you and must be read in conjunction with your service agreement(s), the Rogers Terms of Service and Acceptable Use Policy provided to you and posted on rogers.com/terms, and any other Rogers material describing the plans, features, services and/or products you have selected. Unless otherwise defined herein, capitalized terms have the meaning given to them in your Service Agreement(s).

1. Eligibility.

- a. To participate, you must subscribe to Rogers postpaid wireless services with an eligible premium smartphone on a **2-yr** term Talk, Text and Internet price plan having a minimum monthly service fee of **\$60.00**. Upon enrollment, you must be: (i) an existing Rogers customer upgrading your device; or (ii) a new Rogers customer purchasing a new eligible device and activating your wireless services. You must enroll within **30** days from upgrade or activation (as applicable).
- b. Certain customers, including, but not limited to, prepaid, corporate and government customers are not eligible.

2. Program Participation and Fees.

- a. A monthly program fee as set out in your service agreement (“**Program Fee**”) will be billed to your account (plus applicable taxes), beginning on the first month of your Service Agreement Term up to the earlier of the month you: (i) terminate your Program participation; (ii) complete a device upgrade through the Program; or (iii) reach your Term Expiry Date.
- b. We may offer multiple Program categories with different features included in each category. Your Program Fee will vary based on the Program category you select. If you select a Program category including Rogers Device Protection, your device support is subject to the Rogers Device Protection Plan Terms & Conditions, accessible at rogers.com/protection and as provided to you in your Rogers Device Protection Welcome Kit.
- c. The Program is a Month-to-Month Service. You may terminate your participation in the Program at any time. **PROGRAM FEES ARE NON-REFUNDABLE (EVEN IF YOU TERMINATE PARTICIPATION PRIOR TO COMPLETING A DEVICE UPGRADE THROUGH THE PROGRAM).** Once you terminate participation, you may no longer upgrade your device through the Program.
- d. At the time you complete a device upgrade through the Program, you may continue participating in the Program provided that you agree to our then-current Program terms and Program Fee (which may differ from these Terms and the Program Fee currently set out in your service agreement).

3. Upgrade Rules.

- a. Subject to the following, you may upgrade your device after you have been enrolled in the Program for **1** calendar year without paying an early upgrade fee or new device cost.
 - i. You must be enrolled in the Program at time of upgrade and have paid the Program Fee for a minimum of **12** consecutive months from the date of your initial activation/upgrade;
 - ii. The upgraded device must have a Rogers **2-yr** Term Price of **\$250.00** or less (if greater than **\$250.00**, you may upgrade to the device as long as you pay the difference between the Rogers **2-yr** Term Price and **\$250.00**);
 - iii. You must enter into a new Service Agreement Term for **2** years on a qualifying plan in our highest tier plan category;
 - iv. You must trade-in your device upon upgrade in Good Working Condition (defined below) at a participating Rogers store for no consideration; and
 - v. Your Rogers account must be in good standing.
- b. You are responsible for initiating your device upgrade transaction through the Program.
- c. Rogers does not guarantee the release or availability of a specific device at the time you decide to upgrade your device through the Program.
- d. Unless otherwise specified by Rogers, the Program may not be combined with any other offers or discounts at the time of your device upgrade.

4. Device Trade-In.

At the time of upgrade, you must trade-in a device, which must match the make and model of your device when you originally enrolled in the Program. The trade-in device must be in the following condition: (i) must power on; (ii) screen must not be cracked; and (iii) if device is an iPhone, it must be removed from iCloud (“**Good Working Condition**”). Once the trade-in of your device is complete, the device will not be returned to you under any circumstances, even if you decide to return your new upgraded device.