

Rogers Trade-Up Program Terms & Conditions

The Rogers Trade-Up Program (the "Program") allows you to trade in an old device in exchange for a Credit (as defined below) provided in the form of a coupon or a rebate on your Rogers account. Rogers is facilitating the collection of your old Device ("Trade-in Device") and receiving it on behalf of a third party company, Clover Wireless, LLC ("Clover Wireless"). Rogers is not taking ownership of, or reselling, any Trade-in Device received through the Program. These Terms supplement the Rogers Terms of Service available at rogers.com/terms, and form part of our agreement with you. By participating in the Program, you acknowledge that you understand and agree to these Terms.

1. **Eligibility.** Program available through participating Rogers sales channels to new or existing Rogers postpaid wireless customers purchasing a Rogers device with a subscription to eligible wireless services. Certain devices, as determined by Rogers (each a "Device") will be eligible to be traded in through the Program. Limit of one Trade-in Device per transaction.
2. **Credit.** Trade-in Device must be surrendered at the time of trade-in and will not be returned to you under any circumstances. If your Trade-in Device has a trade-in value greater than \$0 (as determined by Rogers or Clover Wireless), in exchange for trading in your Trade-in Device, you will receive a Rogers credit ("Credit"), which will be applied after taxes.

For In-Store Device Purchases: You may apply your Credit in one of two ways: 1) Credit may be applied as a tax-inclusive rebate on your Rogers account and will appear within the next two to three bills from the date your Trade-in Device is accepted; or 2) Credit may be used in-store towards the concurrent purchase of accessories or devices used on your Rogers account in exchange for redemption of this coupon. If your in-store purchase is less than the total Credit value, any unused Credit will be lost. You acknowledge that a coupon in the amount of the Credit has been issued by Rogers and redeemed by you at the time you purchase your new Device. Such coupon is not redeemable for cash, and includes all applicable taxes. This is a one-time use coupon that is forfeited at the time of purchase. No facsimiles accepted.

For All Other Device Purchases (e.g., Phone or Online): Credit will be applied as a tax-inclusive rebate on your Rogers account and will appear within the next two to three bills from the date your Trade-in Device is accepted.

ONCE YOU SURRENDER OR MAIL YOUR TRADE-IN DEVICE, UNDER NO CIRCUMSTANCES WILL IT BE RETURNED TO YOU.

3. **Trade-in Value.** The trade-in value of the Trade-in Device is determined using a third-party quote estimation tool. Rogers makes no representation that the trade-in value assigned to a Trade-in Device is equivalent to fair market value. The trade-in value varies depending on the make, model and condition of the device, the date of trade-in and other factors, which may be periodically updated or revised. If you are mailing in your Trade-in Device, your quoted trade-in value is a conditional estimate. Once received, Clover Wireless will inspect and verify the Trade-in Device condition, and if, in its discretion, it does not match the expected make, model, condition or any other requirement, the actual trade-in value may be significantly reduced (or even \$0). If the trade-in value is \$0, while you will not receive a Credit, the Trade-in Device will be recycled through the Program (and not returned to you).
4. **Ownership of Trade-in Device.** Once you trade-in or mail your device, title to your Trade-in Device will pass to Clover Wireless and you will no longer be the owner of the Trade-in Device. You represent that you are the owner of the Trade-in Device, you have all rights necessary to transfer title to the Trade-in Device, the Trade-in Device is free from any liens, encumbrances or claims by any third parties, the Trade-in Device is not counterfeit or stolen and you are not trading in the Trade-in Device in an otherwise fraudulent manner.
5. **Mailing the Trade-in Device.** If mailing your Trade-in Device, you agree to provide accurate information on the make, model and condition of the Trade-in Device. To ensure your Trade-in Device is received in the same condition you sent it in, you must package and ship your device securely following the shipping guidelines provided with your prepaid shipping label. Upon receipt, Clover Wireless will inspect and confirm the Trade-in Device condition and may revise your trade-in value if necessary. Any damage to the Trade-in Device while being shipped may impact the final verified trade-in value.
6. **Removing Personal Data.** It is your responsibility to remove your SIM card, memory card and any accessories before surrendering your Trade-in Device. You must delete all personal/sensitive data from the Trade-in Device and you should back up and store any data you wish to keep from your Trade-in Device. You must remove or turn off all accounts and passwords from your Trade-in Device (e.g., Find My iPhone). Rogers is not responsible for removing data from the Trade-in Device and cannot guarantee that any data left on the Trade-in Device will be deleted.
7. **Your Personal Information and Our Privacy Policy.** You agree to provide accurate and current personal information as requested by us, including but not limited to your name, e-mail address, Rogers account number and Rogers wireless phone number. You agree that we may disclose such personal information to our third-party agents and service providers in connection with the operation of the Program. Rogers respects the privacy of our customers. Our collection, use and disclosure of personal information in connection with the Program is governed by our Privacy Policy located at <http://www.rogers.com/web/content/Privacy-CRTC>. Personal information collected in connection with the Program may be stored and processed in or outside Canada and may be accessed by the courts, law enforcement and national security authorities of that jurisdiction.
8. **Limitation of Liability.** **ROGERS WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY AMOUNT OTHER THAN THE FINAL TRADE-IN VALUE ASSIGNED TO THE TRADE-IN DEVICE THROUGH THE PROGRAM, AND ONLY IN ACCORDANCE WITH THE CONDITIONS HEREIN. EXCEPT TOWARDS RESIDENTS OF QUÉBEC FOR DAMAGES RESULTING FROM AN ACT OF ROGERS, IN NO EVENT WILL ROGERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING OR RELATING DIRECTLY OR INDIRECTLY FROM OR TO THE PROGRAM OR ANY TRADE-IN (INCLUDING BUT NOT LIMITED TO ANY DAMAGES YOU MAY SUFFER IF DATA LEFT ON THE TRADE-IN DEVICE IS ACCESSED, OR ALTERNATIVELY, IS UNRECOVERABLE).**

These Terms have been drawn up in English at the express request of the parties. *Les présentes modalités ont été rédigées en anglais à la demande expresse des parties.*