

## The following document is the Returns Policy that forms part of the Everyday Customer Terms that apply to your service.

This policy outlines the core principles of our repair, replace and refund policy in connection with the goods including mobile phones and accessories and services supplied by Everyday Mobile from Woolworths (“we”, “us” or “our”).

### Your rights under consumer protection laws

If you are a consumer as defined under the Australian Consumer Law (“Consumer”), our goods and services come with certain consumer guarantees (“Consumer Guarantees”) that cannot be excluded. These Consumer Guarantees deal with matters such as acceptable quality; fitness for purpose; correspondence with description, sample and demonstration model; compliance with any express warranties given; services being provided with due care and skill; services, and any products resulting from the services, being reasonably fit for disclosed purpose; and services being provided within a reasonable time if no time is fixed for supply of the services.

Nothing in this policy affects your rights under consumer protection laws which can apply even after the manufacturer’s warranty is no longer applicable.

For more information about Consumer Guarantees and your rights, please visit [www.accc.gov.au](http://www.accc.gov.au).

### Manufacturer’s warranty

Most goods we supply are accompanied by manufacturer’s warranties. These warranties tend to cover manufacturing related faults with the goods as described in those warranties. You will usually be entitled to a replacement or repair of the goods if a manufacturing related fault happens during the term of the manufacturer’s warranty.

### Consumer Guarantees

When you purchase Goods from us, you have legal rights known as Consumer Guarantees under the Australian Consumer Law as set out in the Competition and Consumer Act 2010 (Cth) (“**Consumer Guarantees**”).

Over and above any manufacturer’s warranty, Consumer Guarantees include a guarantee from us that the Goods sold by us in Australia will be of acceptable quality; reasonably fit for purpose; same as their description, sample and model; safe, lasting and acceptable in appearance; and free from faults for a reasonable period of time having regard to factors like the type of product and its cost. For more information about Consumer Guarantees and your rights, please visit [www.accc.gov.au](http://www.accc.gov.au).

## Repair, replace and refund of faulty Goods

Where you purchase a good from us as a Consumer and the good has a Major Fault (as assessed and confirmed by us), you have an option to:

- a) have it repaired;
- b) have it replaced; or
- c) receive a refund and terminate the service contract that is connected with the good (if applicable).

If the fault is a Non-major Fault (as assessed and confirmed by us), we will repair the good within a reasonable timeframe.

You are also entitled to compensation for any other reasonably foreseeable loss or damage resulting from a failure in the goods.

A **Major Fault** is where:

- the good would not have been purchased by a reasonable consumer if they were aware of the issue;
- there is a significant departure from the supply description, or sample or demonstration model;
- the good is unsafe; or
- if one of the following occurs which cannot be remedied easily within a reasonable time:
  - the good is substantially unfit for its purpose; or
  - the good is unfit for a disclosed purpose made known prior to your purchase.

A **Non-major Fault** is any fault that is not a Major Fault.

In each case, the appropriate remedy provided will depend on a number of factors, including:

- what is reasonable in the circumstances;
- the nature of the fault;
- the type of good;
- the length of time that you have owned the good; and
- any other relevant circumstances relating to the supply of the goods.

## Additional notes

- In some circumstances, refurbished parts may be used for the repair of goods.
- The goods presented for repair may be replaced by a refurbished good of the same type rather than being repaired.
- If an Everyday Mobile from Woolworths Starter Pack you purchase from Woolworths Supermarkets is faulty, we will refund you the purchase price. To make a claim, you must return the Starter Pack at the service desk of any Woolworths Supermarket store with proof of purchase.
- In some cases you may be entitled to reimbursement for reasonable costs of making a warranty claim. You may not be able to claim some or all of your costs in this regard and in these cases you are responsible for these. You may wish to contact us before incurring any such costs.

## Assessment of faulty Goods

To determine the appropriate remedy, all faulty Goods must be assessed by us.

Assessment of any faulty Good may take up to 10 business days from the date we receive the Good at our facility. On completion of our assessment, you will be notified of our findings.

## Additional notes

When you return Goods to us for assessment and/or repair, it may result in the loss of user-generated data stored on the Goods. Please back up your data and perform a factory reset via the Settings Menu on your device before returning it to us.

## Additional notes

We do not offer a refund or exchange of Goods for change of mind, wrong selections (unless we have in any way contributed to your wrong selection) or return of goods without our authorisation ("**Unauthorised Returns**").

For any **Device Returns**, you will be liable for the following fees:

1. **Restocking fee:** \$50.00 for each device, and
2. **Processing fee:** the full price of each device if it is found to have been opened or used on our assessment or not in a resalable condition).