

Woolworths Mobile Repair, Replace and Refund Policy

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

Your rights under consumer protection laws

Our Goods come with guarantees that cannot be excluded under consumer protection laws such as the Australian Consumer Law and State and Territory Fair Trading Acts. Nothing in this policy affects your rights under consumer protection laws which can apply even after the manufacturer’s warranty is no longer applicable.

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 Good 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.

Repair, replace and refund of faulty Goods

If the Good you purchase from us 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).

You are also entitled to compensation for any other reasonably foreseeable loss or damage.

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 their purpose; or
 - the Good is unfit for a disclosed purpose made known prior to your purchase.

If the Good you purchased from us has a Non-major Fault (as assessed and confirmed by us), we will repair the Good within a reasonable timeframe.

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.

You will not be entitled to a remedy where:

- the loss or damage suffered was not reasonably foreseeable as a result of the failure to comply with a statutory guarantee;
- the specific defect about which you have made a claim was specifically brought to your attention prior the purchase of the Good;
- the defect about which you have made a claim was caused by you having misused or abused the Good, or where you have failed to properly maintain the Good (including failing to follow the instructions in the user manual provided with the Good);
- the failure to comply with the guarantee occurred only because of a cause independent of human control and after the Good left our control, for example, acts of God; or
- the return by you is an Unauthorised Return (see below).

Additional notes

- (a) In some circumstances, refurbished parts may be used for the repair of Goods.
- (b) The Goods presented for repair may be replaced by a refurbished Good of the same model.
- (c) If a Woolworths Mobile 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. Any cost incurred by you in bringing the item to the service desk will be borne by you.

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 7 business days from the date we receive the Good at our facility. On completion of our assessment, you will be notified of our findings.

For more information about our assessment process, please visit our website www.woolworthsmobile.com.au

Additional note

Where 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.

Unauthorised Return

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 Unauthorised Returns, you will be liable for the following fees:

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