

Trade-in Program Terms and Conditions



1. General

- (a) These terms and conditions set out the basis upon which the Freedom Mobile Trade-In Program (the "Program") may be offered to you. When we refer in these terms and conditions to "Product" we mean any handset, data stick or other product Freedom Mobile may include in the Program from time to time, including, but not limited to, accessories. When we say "Trade-In Device" we mean any new or used wireless handset that you wish to transfer to Freedom Mobile pursuant the terms and conditions of the Program. When we say "we", "us" or "Freedom Mobile", it means, Freedom Mobile Inc., and when we say "you", it means you, our customer, the individual person bound by Freedom Mobile's Terms of Service (which you can see at any time at www.freedommobile.ca).
- (b) By participating in the Program to obtain a credit against a Product, you acknowledge receipt of, and agree to accept and abide by, these terms and conditions as revised from time to time, including any additional terms we refer to below. If you do not agree with any of these terms and conditions, do not participate in the Program.
- (c) We reserve the right to change or cancel the Program without notice to you.

2. Eligibility

- (a) To be eligible to participate in the Program, you must be the only owner of the Trade-In Device. By participating in the Program, you represent that you are eligible based on the above and that the Trade-In Device is free of any liens, claims by any third party and that any representations you make about the Trade-In Device, including its age, specifications and other details are true and accurate. The Freedom Mobile Trade-In Program is available only through Freedom Mobile's corporate stores and through participating Freedom Mobile dealers. To find a Freedom Mobile corporate store or a participating Freedom Mobile dealer, go to www.freedommobile.ca.

3. Determining the value of your Trade-In Device

- (a) In order to participate in the Program, you must visit a Freedom Mobile corporate store or participating Freedom Mobile dealer location and present a Trade-In Device that is in good working condition – which means that the Trade-In Device powers on and that the screen is fully functional. You must also bring the battery and battery door cover. You will not receive extra value for trading in other in-box accessories (Example: charger, earbuds, external case, etc.).
- (b) Your device Trade-In value is determined by us in our sole discretion and is based on phone make, model, and physical condition. Advertised Trade-In values are approximate. Trade-In values are non-negotiable. If you do not agree with the Trade-In value offered to you at the time, then do not participate in the Program. Device Trade-In values are subject to change without notice to you. If we determine, in our sole discretion, that your Trade-In Device has no Trade-In value we will gladly take it and recycle it for you. As part of our ongoing green initiatives, any mobile phone may be dropped off at any Freedom Mobile store for responsible recycling.

4. Trading in Your Device

- (a) Before you trade in your Device, be sure to remove your SIM, memory card, any applicable accessories, and delete all of your personal data. Freedom Mobile does not take any responsibility for any personal data, including photographs, left on the Trade-In Device. All data left on your Trade-In Device will be destroyed and

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unrecoverable.

- (b) All Trade-Ins are final and you will not have the right to request a return of your Trade-In Device, or any accessories, once you have applied your Trade-In Credit in the store.
- (c) By participating in the Program you transfer all your rights in the Trade-In Device to us and, other than the credits you receive in exchange, you waive any claim you may have against Freedom Mobile and Freedom Mobile's service providers with respect to the Trade-In Device or participation in the Program.

5. Using Your Trade-In Credit

- (a) Your Trade-In credit has no cash value and must be used toward the purchase of a new Product. Freedom Mobile reserves the right, in its sole discretion, to exclude certain Products from the Freedom Mobile Trade-In program.
- (b) Your Trade-In credit must be used in full at the time and location of the Trade-In. Any unused Trade-In credit will be forfeited and may not be redeemed for cash.

6. Trade-Marks

The Freedom Mobile name and logos and other words, titles, phrases, marks, logos, icons, graphics are our trade-marks and are protected by law and may not be used, copied, imitated or used in whole or in part without our prior written consent.

7. Governing Law

You agree that, to the fullest extent permitted by law, these terms and conditions will be governed exclusively by the laws of the province of Ontario.

8. Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, FREEDOM MOBILE IS NOT LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM YOUR USE OF OR PARTICIPATION IN THE PROGRAM. The foregoing limitation shall apply regardless of the cause of action, whether in contract, tort or any claim whatsoever even if Freedom Mobile has been advised of the possibility of such damages. Notwithstanding the foregoing, in no event shall Freedom Mobile's total liability to you for any losses, damages and causes of action exceed the actual value of the Trade-In Device as determined by Freedom Mobile at a participating Freedom Mobile corporate store or participating Freedom Mobile dealer store location.

9. General

This is the entire agreement pertaining to the Program, and in the event of any conflict or inconsistency among or between these Terms and any other documentation made available to you in connection with the Program, these Terms shall prevail. This is not a coupon, voucher, certificate or other document redeemable for any amount of cash, and as such has no cash value. You agree that this agreement shall be written in the English language. You represent and warrant that you are of legal age to enter into an agreement of this kind.

These terms and conditions are effective November 21, 2016