

**Agreement Date:****Trade-in Product Brand and Model:****Trade-in Confirmation No.:****Participant Name "Participant":****Trade-in Product IMEI No.:****Date of Birth:****Total Value offered:****Participant NIC/Passport No.:****Participant Mobile No.:****Participant Address:****Agreement Terms and Conditions**

1. This Agreement is made between Stelacom (Pvt) Ltd. a company duly incorporated under the laws of Sri Lanka bearing Company Number PV-83740 and having its registered office at No. 99 Stace Road, Colombo 14, Sri Lanka (hereinafter referred to as the "Company") and the Participant, to constitute a formal written document which sets out the rights and obligations assumed by the Company and the Participant under the transaction relating to the Trade-In of the mobile device detailed above (hereinafter referred to as the "Product").
2. The voucher issued to the Participant for the Trade-In Value above mentioned pursuant to this Agreement (the 'Voucher') could be redeemed by the Participant only when purchasing a product of the same brand at selected Dialog Axiata outlet(s).
3. Participant warrants that;
  - i. he/she is the legal owner of the Product free and clear of any mortgage, pledge, lien, charge or other encumbrance whatsoever;
  - ii. the Product is in good condition, without damage, and functioning normally;
  - iii. the Product was purchased in Sri Lanka through Telecommunications Regulatory Commission of Sri Lanka (TRCSL) authorized channels;
  - iv. the Product has not been used in any criminal activity or for carrying on any illegal purpose.
4. By entering into this Agreement, the Participant accepts without reservation the Trade-in-Value above mentioned is just and reasonable and agrees to proceed based thereon with the Trade-In process under the terms and conditions herein mentioned.
5. The Participant also expressly acknowledges that Trade-In-Value above mentioned has been determined by the Company with the participation by the Participant and the Voucher is the only benefit which the Participant is entitled to receive under and in terms of the Trade-In transaction contemplated herein.
6. The Voucher is non-transferable and shall be used within its validity period as contained therein. Any Voucher not utilized during the validity period shall be deemed to have been relinquished by the Participant.
7. The Participant can use the Voucher only for the purpose of purchasing any new product and/or package as offered by the Company at the participating outlet(s) specified by the Company and the Participant

shall not be entitled to fully or partially convert or redeem the Voucher for cash. In the event the Participant fails to utilize the entirety of the value of the Voucher when purchasing any new product and/or package as provided herein, the unutilized amount of the Voucher shall be deemed to have been relinquished by the Participant.

8. The Participant represents and warrants that that he is a personal, *bona fide* end-user of the Product and not a person acting on behalf of any person or entity that intends to resell the Product.
9. The Participant shall wipe all data private or proprietary to the Participant from the Product prior to handing it over to the Company and represents and warrants that the Product does not contain any data that may be repugnant to any law / offensive to decency, public morality and/or social norms.
10. The Participant consents to the Company wiping all data contained in the Product. The Company shall not in any event be responsible or liable for any loss of files or data and/or disclosure or misuse of any private or proprietary information of the Participant.
11. The Participant represents that the information provided to the Company in contemplation of entering into this Agreement and contained herein is true and correct in all respects. The Participant consents to be bound by the terms and conditions stipulated herein.
12. The Company may terminate this Agreement with or without advance notice to the Participant, without incurring any liability in respect thereof, in the event the Company becomes aware or has reasonable cause to believe that the Participant is engaged in any fraudulent or illegal activity and/or exploits this Agreement to further any such purpose.
13. The Participant agrees that all products are non-returnable.
14. The Participant agrees and undertakes to indemnify the Company against any and all damage, loss, cost, expense or liability incurred or suffered by the Company relating to or arising out of or in connection with any breach of or any inaccuracy in any of the warranties contained in this Agreement.
15. SUBJECT TO LAW, THE COMPANY'S MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE TRADE-IN-VALUE OF THE PRODUCT ABOVE MENTIONED.
16. If any provision (or part of any provision) of this Agreement is found to be illegal, invalid or unenforceable under any applicable law, such provision shall, insofar as it is severable from the remaining terms, be deemed omitted and shall in no way affect the legality, validity or enforceability of the remaining terms.
17. Any dispute arising out of or relating to this Agreement shall be governed by the laws of Sri Lanka and shall be settled exclusively by Arbitration unless it relates to illegal activities / fraud / theft.

---

**Stelacom Representative Signature**

Name:

Date:

---

**Participant Signature**

Name:

Date: