

Express Replacement Service for iPhone Terms and Conditions

If you want to minimise the amount of time without an iPhone when seeking service under Apple's warranty, Apple can mail you an express replacement iPhone for a fee when you arrange service. This fee is waived for AppleCare Protection Plan for iPhone customers. This service is additional to the service options available at no charge under Apple's warranty and does not otherwise affect your statutory rights.

Importantly, the rights described in these terms and conditions in respect of returns and warranties available under Apple's warranty are in addition to the statutory rights to which you may be entitled under the Competition and Consumer Act 2010 and other applicable Australian consumer protection laws and regulations.

1. Service. If Apple determines that your iPhone is eligible for Express Replacement Service ("ERS"), and you choose to order ERS by providing to Apple or its authorised agent your credit card details, Apple will ship to your designated location a new or refurbished replacement iPhone ("Replacement iPhone"). You will return your defective iPhone ("Original iPhone") so that Apple receives it within ten (10) days from the date Apple ships the Replacement iPhone (the "Return Period"). You must return the Original iPhone in the package that contained the Replacement iPhone in accordance with Apple's instructions. Apple will retain the Original iPhone and you will retain the Replacement iPhone. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

2. Charges and Authorisation. For the ERS, Apple will charge your credit card the ERS Charge, described at www.apple.com/au/support/iphone/service/exchange ("ERS FAQ Web Page") at the time the Replacement iPhone ships. The ERS Charge is waived for AppleCare Protection Plan for iPhone customers. In addition, at the time the Replacement iPhone ships, Apple will effect an authorisation against your credit card equal to the replacement value of a new iPhone ("Replacement Value"), described at the ERS FAQ Web Page. This authorisation will be maintained by Apple and will be applied against any damage to the Original iPhone that is not covered by Apple's warranty or the AppleCare Protection Plan, or loss of the Original iPhone or other payments due Apple.

If Apple receives the Original iPhone within the Return Period in a condition that is: (i) eligible for warranty service, the authorisation on your credit card will expire; (ii) ineligible for warranty service but eligible for Out of Warranty Service, your credit card will be charged the Out of Warranty Fee, described at the ERS FAQ Web Page; (iii) ineligible for warranty service and ineligible for Out of Warranty Service, your credit card will be charged the Replacement Value. An Original iPhone that is inoperable due to unauthorised modifications or has failed due to catastrophic damage, such as the device separating into multiple pieces, are examples of an iPhone that is ineligible for Out of Warranty Service.

If Apple does not receive the Original iPhone within the Return Period your credit card will be charged the Replacement Value. However, if the Original iPhone is returned to Apple within ten (10) days after the end of the Return Period your credit card will be charged the Late Fee, as described at the ERS FAQ Web Page, and any other charges for which you are responsible, and the remainder of the Replacement Value will be credited back to your credit card. After confirmation that all charges have been paid, the authorisation on your credit card will expire. All fees and charges described herein exclude all applicable taxes.

3. Additional Terms. In addition to the terms stated above, the terms of Apple's warranty will apply for an Original iPhone that is eligible for service under Apple's warranty. The terms of the AppleCare Protection Plan will apply for an Original iPhone that is eligible for service under the AppleCare Protection Plan. The terms of Apple's Repair Terms and Conditions, as described at http://images.apple.com/legal/terms/repair/docs/070108a_iphone_OOW.pdf will apply for an Original iPhone that is ineligible for service under Apple's warranty or the AppleCare Protection Plan.