

Repair Program Terms & Conditions

1. The following terms and conditions ("**Terms**") govern the Repair Program ("**Program**") offered by Rogers Communications Canada Inc. ("**Rogers**"), including (if applicable): your use of wireless telecommunications equipment and accessories loaned to you by Rogers ("**Loan**"), and the repair of your wireless telecommunications equipment for use with Rogers services ("**Repair**").
2. Program Eligibility: To be eligible for the Program you must meet the following requirements: (i) your Rogers account must be active and in good standing; (ii) your device must be a Rogers-certified voice phone or smartphone purchased from Rogers or its authorized dealers/agents ("**Device**"); and (iii) you must be subscribed to a postpaid monthly wireless service plan (prepaid service, demo lines and test lines are not eligible, however, prepaid devices may be eligible for Repair).
3. In-Warranty Repair: If Device is within the original equipment manufacturer's warranty period and does not show evidence of physical damage (including moisture damage) or unauthorized software modifications (i.e. jailbreaking, rooting) ("**In-Warranty Repair**"), Rogers will send Device for repair under the original equipment manufacturer's warranty on your behalf. Rogers will not charge you any fees for an In-Warranty Repair.
4. Out-of-Warranty Repair: If Device cannot benefit from In-Warranty Repair, then Rogers will provide you with a quote for the repair of the Device by a third-party selected by Rogers ("**Out-of-Warranty Repair**"). You will be charged a repair estimate fee of **\$35.00** (plus applicable taxes) if your Device cannot be repaired, or if you elect not to proceed with the Repair. If you do not respond to your Out-of-Warranty Repair estimate within **15** days from the date it is provided to you, the Device will be returned to you or to the store unrepaired. If returned to the store, we will notify you when it is ready for pick-up and you are responsible for collecting your unrepaired Device.
5. You acknowledge and agree that: any information or programming stored or inputted by you in the Device is not secure and will be erased during the repair process; SIM cards and memory cards are not secure and will be discarded during the repair process; any physical damage to the Device, including any cracks, may need to be repaired first in order to fully complete a Repair; neither Rogers nor its authorized dealers/agents shall be responsible for cosmetic issues that do not affect the functionality of the Device such as scratches or scuffs that may occur during the Repair process; neither Rogers nor its authorized dealers/agents shall be responsible for a Device not claimed within **90** days from the date you are first notified that Device is ready for pick-up, and after such time, Rogers or its authorized dealer/agent may deal with such Device in its sole discretion.
6. If you elect to mail-in your Device for Repair, you agree to take the necessary precautions to protect and safeguard the Device to avoid additional damage during the mail-in process. Neither Rogers nor its authorized dealers/agents shall be responsible for damage that may occur should you not properly secure Device prior to mailing it in for Repair.
7. Billing and Payment: You acknowledge and agree that any charges or fees associated with the Program, including Repair and Non-Return/Damage fees, may be charged to your Rogers account, unless otherwise specified. You further acknowledge and agree that while using the self-serve portal any fees associated with the Program may be charged to your credit card, which will be billed on behalf of Rogers.
8. Loan/Courtesy Phone: Subject to these Terms, Rogers may make available certain loaner wireless telecommunications equipment and accessories ("**Loaned Equipment**"), for you to use in conjunction with your Rogers wireless service during the time required to carry out the Repair. You agree: to use, protect and safeguard the Loaned Equipment with care and not to tamper, alter or repair the Loaned Equipment; that in the event of any malfunction, accident or damage to the Loaned Equipment, to immediately return the Loaned Equipment to Rogers or its authorized dealer/agent.
9. You further acknowledge and agree that: a deposit may be required while you are using the Loaned Equipment; Deposit tender is to be chosen at discretion of Rogers or its authorized dealer/agent; in the event of loss, theft, destruction, damage of the Loaned Equipment, you shall forfeit the deposit. If you fail to return the Loaned Equipment within **14** calendar days from the date you are first notified that Device is ready for pick-up, Rogers has the right to keep the deposit. If a deposit is not required, and you fail to return the Loaned Equipment as outlined above; or if the Loaned Equipment is damaged or destroyed, Rogers has the right to charge you the fair market value of the Loaned Equipment ("**Non-Return/Damage Fee**") to your Rogers account. The Rogers Terms of Service and Acceptable Use Policy continue to apply to your use of Rogers services with the Loaned Equipment; and title to the Loaned Equipment shall at all times remain with Rogers (unless and until Loaned Equipment becomes your property after paying the full replacement cost of the Loaned Equipment in accordance with these Terms).

10. **Replacement:** If Device cannot be Repaired pursuant to Sections 3 and 4 above Rogers may, in its sole discretion, offer to replace Device ("**Replacement Device**") but shall have no obligation to permanently block your initial Device, preventing it from ever being used on the Rogers network. **There is no representation or guarantee that Loaned Equipment or Replacement Device provided will be similar to or offer features or characteristics equivalent to those available on your Device.** In particular, certain features you are subscribed to may no longer be compatible with Loaned Equipment or Replacement Device.
11. **Your Personal Information and Our Privacy Policy:** You agree to provide accurate and current personal information as requested by us, including but not limited to your name, Rogers account number and Rogers wireless phone number. You agree that we may disclose such personal information to our third-party agents and service providers in connection with the operation of the Program. Rogers respects the privacy of our customers. Our collection, use and disclosure of personal information in connection with the Program is governed by our Privacy Policy located at <http://www.rogers.com/web/content/Privacy-CRTC>. Personal information collected in connection with the Program may be stored and processed in or outside Canada and may be accessed by the courts, law enforcement and national security authorities of that jurisdiction.
12. To the maximum extent permitted by applicable law, Rogers, and its directors, officers, employees, contractors, dealers or agents will not be liable to you or anyone else for any damages, costs, claims, loss, personal injury or loss of life directly or indirectly caused by, arising from or related to the Program or the use of any device under the Program (including, without limitation, defects, malfunctions or complete breakdowns in any device; electrical shocks, burns, fires, or explosions caused by any device; loss of profit, loss of earnings, financial loss or loss of business opportunities). This limit applies to any act or omission of Rogers or its directors, officers, employees, contractors, dealers or agents, including, without limitation, any act or omission which would otherwise be a cause of action in contract, tort or any other doctrine of law.
13. You may not loan or otherwise share or transfer any Loaned Equipment to any other person or entity without the prior written consent of Rogers. Rogers may amend these Terms or terminate the Program at any time, upon notice to you, and request immediate return of the Loaned Equipment, at any time. There are no representations, warranties, covenants, agreements or collateral understandings, oral or otherwise, expressed or implied, regarding these Terms, the Program, the Loaned Equipment or a Replacement Device other than as expressly set forth herein. The parties have expressly required that these Terms and all documents or notices relating thereto be drafted in the English language. *Les présentes modalités et tous les documents ou avis qui s'y rattachent ont été rédigés en anglais à la demande expresse des parties.*

Last Updated : July 19, 2019