

EDUCYLCE PUBLIC SECTOR RECYCLING PROMOTION
TERMS AND CONDITIONS (“CONDITIONS”) FOR QUALIFYING PUBLIC SECTOR ESTABLISHMENTS

These Conditions set out the terms and conditions applicable to the EDUCYLCE Public Sector Recycling Promotion (“**Promotion**”) for which Consenna Limited, a company registered in Scotland under number SC357063 with its registered office at The Old Mill Houston Road, Crosslee, Houston, Renfrewshire, Scotland, PA6 7AW, is the (“**Promoter**”).

1. The Promotion is open to all public sector organisations (“**Participant**”) located in England, Scotland and Wales that:
 - a. Purchase a minimum of 20 Qualifying Dell Windows computers during the Promotional Period from Dell or Nviron for their own use (claims where product purchased is to be resold or rented to a third party are ineligible for the Promotion); and
 - b. Complete and submit a claim form accessed via www.delldonatetoeducate.com (“**Portal**”) within 30 days of your invoice date. Your invoice must clearly show Participant details, the number and type of Qualifying Products purchased, the purchase price, date of purchase and details of the Authorised Reseller or Dell sale point from whom the Qualifying Products were purchased.

For the purposes of the Promotion:

“**Authorised Reseller**” means Dell or Nviron;

“**Qualifying Products**” can be found here: <https://delldonatetoeducate.com/?tab=qualifying-products>

“**Promotional Period**” shall be from 10th November 2022 (00:01-GMT) to 10th May 2023 (23:59-GMT) or such longer period as the Promoter may determine and notify on the portal;

“**Trade-In Device**” means the working Laptop, Desktop, Workstation, Server or Display Monitor equipment (15” or larger flat screen or CRT) no older than 10 years old to be traded-in by the Participant in connection with the Promotion.

2. Participants that meet the requirements of the Promotion shall be entitled to free recycling of their qualifying Trade-In Device.
3. On purchase of a minimum of 20 new Qualifying Windows computers from Dell or its Authorised Reseller, the Participant should submit a claim form via the Portal together with proof of purchase in the form of a seller’s invoice clearly showing Participant details, the number and type of Qualifying Products purchased, the purchase price and date of purchase from Dell or the Authorised Reseller. Claim forms must be submitted within 30 days of the invoice date.
4. Once the claim form and supporting documents have been received, the Promoter will check the claim and confirm it meets the requirements of the Promotion. The Promoter will endeavour to send the Participant confirmation of receipt and confirmation of whether the Participant’s claim has been successful or not within 2 working days of submission.
5. Participants who provide an incomplete claim form and/or supporting documents will not qualify for the Promotion and their claim will be refused.
6. In the event that the Promoter confirms that the Participant’s claim meets the requirements of the Promotion, the Promoter will email the Participant advising the Participant of the same and providing details of how the Participant can trade in their Trade-In Device. The Promoter will provide details to the Participant of the ITAD provider that will coordinate the uplift or delivery of the Trade In Device and will provide a copy of the terms and conditions of the ITAD provider that are applicable to the

uplift, delivery, cleansing and recycling of the Trade-In Device (“ITAD Terms”) The Participant will enter into a direct contract with the ITAD Provider on the ITAD Terms and agrees to comply with its obligations under the ITAD Terms. The Participant must follow the instructions of the ITAD Provider around return and packaging of the Trade-In Device. The Promoter will have no responsibility where the Participant fails to follow those instructions or to comply with the ITAD Terms. For Claims of 25 Devices or more for recycling a free pick-up service is available. The pick-up service includes a maximum two pick-up attempts by the courier, any additional pick-up attempts will incur a direct cost to the Participant or be refused. For claims of 24 or less devices, pre-paid labels and instructions for return will be provided.

7. The Participant shall be responsible for fulfilling any tax obligations required by applicable law in relation to the recycling service.
8. By registering for the Promotion, Participants are deemed to have accepted and agree to be bound by these Conditions and any other terms applicable to the Promotion or otherwise specified by the Promoter.
9. Return of the Qualifying Product following submission of the claim will disentitle the Participant to use the recycling service.
10. The Promoter reserves the right to audit all claims to ensure that the terms and conditions of the Promotion have been met and to request additional information regarding any claims and/or supporting documents. If a claim is refused on the grounds that the terms of the Promotion have not been met, the Promoter's decision is final.
11. The Promoter reserves the right to withdraw, amend or terminate the Promotion by providing 14 days' notice.
12. The Promoter reserves the right to disqualify incomplete claims. No responsibility will be accepted for claims that are incomplete, lost or late or any technical, hardware, software, server or website failure to the extent this prevents or delays the Participant from participating in the Promotion.
13. Submission of false, incomplete misleading or fraudulent documentation may lead to disqualification from the Promotion and future promotions and could lead to legal action being taken against the submitter.
14. The decisions of the Promoter regarding all aspects of the Promotion are final and binding.
15. The Promoter shall not be liable for any loss, damage or injury of any nature caused to Participants due to the Promotion or any Qualifying Product. This shall not exclude any liability for death or personal injury of the Participant caused by the negligence of the Promoter.
16. Any personal data provided by or relating to the Participant shall be handled in accordance with the Promoter's privacy policy – <https://delldonatetoeducate.com/legal?tab=privacy>
17. The Promotion and these Conditions are governed by the Laws of England and Wales.