



# Terms and Conditions

## C&C Care for iPhone and iPad

### INTRODUCTION

The general conditions set out on the following pages regulate the activation and management of C&C Care, the additional and different service provided by C&C S.p.A. under legal warranty.

Clauses involving burdens and obligations charged to C&C S.p.A. and the customer, nullity, forfeitures, exclusions, suspensions, rights of recourse and service limitations, have been highlighted with special characters (bold).

### DEFINITIONS

In the context of these "Terms and Conditions", the following terms shall have the meaning respectively indicated next to each of them and definitions indicated in the plural shall be understood to refer also to the singular and vice versa:

|                                      |   |
|--------------------------------------|---|
| <b>YEAR COVERAGE:</b>                | the period of 12 consecutive months starting from the date of service activation by C&C S.p.A.;   |
| <b>DEVICE:</b>                       | device means iPhone and iPad sold by C&C S.p.A. or other retailers during the period of validity of the service;  |
| <b>AGREEMENT:</b>                    | coverage provided to the customer under the terms and conditions below;   |
| <b>GOODS COVERED BY THE SERVICE:</b> | electronic devices that C&C S.p.A. or other retailers sell to its customers through their connected national sales channels (that is, Italian and not foreign);                                       |
| <b>CUSTOMER CARE:</b>                | C&C S.p.A. Customer Care consists of human resources and equipment, responsible for ensuring telephone contact, organizing interventions and providing the service concerned;                         |
| <b>SERVICE CENTER:</b>               | the place where C&C S.p.A. will repair the defective device;  |
| <b>CUSTOMERS:</b>                    | persons who purchase a device from C&C S.p.A. or other retailers;   |
| <b>ACCIDENTAL DAMAGE:</b>            | all direct material damage caused by external causes, sudden and unforeseeable that produce a breakage, defect or malfunction of the device that precludes or limits its functionality and usability; |



|                      |   |
|----------------------|---|
| <b>FIXED COST:</b>   | the total amount owed by the customer who purchased a new device from C&C S.p.A. or other retailers and that the customer undertakes to pay for the repair process of the damaged device; |
| <b>C&amp;C CARE:</b> | the additional service provided by C&C S.p.A.;  |
| <b>DAMAGE:</b>       | the occurrence of the damaging event, future and uncertain, for which the service coverage is provided, that is "Accidental damage to the device".  |

## SERVICE RULES

### C&C Care Additional Service

#### ART. 1.1 - CHARACTERISTICS OF THE SERVICE

This service is reserved only for customers who have purchased a new device from C&C S.p.A or other retailers on Italian territory. The service is valid for new devices on sale and is not refundable (except in cases provided by law). The C&C Care will not be replaced if lost, stolen or used without authorisation. Use of the card constitutes acceptance of the terms and conditions. The service provides for the activation of the guarantee described in the following sections of this document.

#### ART. 1.2 – DECLARATIONS CONCERNING THE CIRCUMSTANCES OF THE DAMAGE

Any customer's incorrect statements or reticence in respect of circumstances affecting the assessment of damage, made at the time of activation of the service or at the time of renewal, may result in the total or partial loss of the right to compensation as well as termination of the service.

#### ART. 1.3 - START DATE AND DURATION OF THE SERVICE FOR THE CUSTOMER

##### A. For customers who purchased the device from C&C S.p.A.

The service has a duration of 12 months from the date of purchase of the new device from C&C S.p.A., it must be activated at the same time as the purchase of the device and may be extended for a further 24 months if subscribed within the first deadline. When purchasing the device, the customer has the option of activating the service for a period longer than 12 months and up to a maximum of 36 months.

##### B. For customers who purchased the device from other retailers

The service can be activated within 12 months from the date of purchase (subject to diagnostic inspection of the device by C&C S.p.A.) and may be extended up to a maximum of 24 months if subscribed within the relevant expiry date. When activating the service, the customer has the right to activate the service for a period longer than 12 months and up to a maximum of 24 months.

#### ART. 1.4 - OTHER COVERAGE

This service intervenes secondly to any other coverage stipulated for the same damage and in first place for guarantees not included in such agreements.



#### **ART. 1.5 - GOVERNING LAW AND REGULATIONS**

For everything not expressly governed herein, will be applied the rules of Italian law.

#### **ART. 1.6 - DAMAGE'S INTENTIONAL EXAGGERATION**

The customer who deliberately exaggerates the amount of the damage, declares things destroyed or lost that did not exist at the time of the damage, conceals, removes or tampers with things that were saved, uses false or fraudulent means or documents to justify the damage, deliberately alters the traces, material evidence and residues of the damage or facilitates the progress of the damage, loses the right to use the service.

#### **ART. 1.7 - INTERNATIONAL SANCTIONS**

C&C S.p.A. is not bound to provide any coverage or settle any indemnity under this agreement if this would expose C&C S.p.A. to any violation of applicable laws and regulations in the field of international sanctions.

#### **ART. 1.8 - TERRITORIAL VALIDITY**

C&C Care service is valid in all C&C stores in Italy and in France:  
<https://www.cec.com/negozi>

#### **ART. 1.9 - EXCLUSIONS**

Excluded are:

- 1. Damage, loss, expense or liability arising from:**
  - (a) ionizing radiations or radioactive contaminations resulting from any nuclear fuel or from any nuclear waste generated from nuclear combustion;**
  - (b) radioactivity, toxicity, explosiveness or any other hazardous property of any nuclear explosive equipment or component thereof;**
- 2. any damage arising from or resulting from client's involvement in any wilful, wrongful or criminal act;**
- 3. any claim arising out of or resulting from: (I) suicide, attempted or consummated, by the customer owning the device, or (II) self-harm or intentional exposure to danger (except in an attempt to save life);**
- 4. any claim arising from the fact that the customer is in a state of alcoholic euphoria or under the influence of drugs, or related to the consumption of alcohol or substances not prescribed by a doctor;**
- 5. any damage due to or caused by the customer's wilful default;**

6. also excluded are cosmetic damages, or wear such as dents, scratches, scuffing and also damages caused by tampering, removal or replacement of parts with non-original components and catastrophic damage such as devices without components and/or broken up.

## Accidental damage

### ART. 2.1 - OBJECT OF THE SERVICE

C&C S.p.A. shall provide - within limits and under conditions below, for "Accidental damage to the device" service - in the event that the damage to the device, e.g. all direct material damage, generated by external, sudden and unforeseeable causes, produces a breakage, defect, malfunction of the device that precludes or limits the functionality and usability of the device itself.

### ART. 2.2 - CONDITIONS OF OPERATION

The duration of the service is 12 months and unlimited damages per year will be covered.

### ART. 2.3 - FIXED CHARGE

The service is provided with the application of a fixed charge, to be paid by the owner of the device, equal to:

- €60 for the 1<sup>st</sup> damage;
- €90 from 2<sup>nd</sup> to 4<sup>th</sup> damage;
- €249 from the 5<sup>th</sup> damage onwards.

Payment of the fixed charge is a necessary condition for repairing the device.

### ART. 2.4 - ADDITIONAL EXCLUSIONS

In addition to Art. 1.9 - EXCLUSIONS - the following are in any event excluded from the service:

1. costs of replacing or restoring data stored on the device;
2. goods not included in the service;
3. repair costs for assistance in connection with a manufacturer's recall for the good or work carried out by parties not authorised by C&C S.p.A.;
4. costs incurred as a result of the inability to use the electronic device or any costs other than the cost of repair or replacement of the device;
5. costs covered by the manufacturer's warranty;
6. faults, inner flaws inherent to the good itself, attributable to internal causes, manufacturing defects (even in the event of a manufacturer's recall), hidden defects and anything resulting from wear and



tear of components for whatever reason;

7. damage of an exclusively cosmetic nature, such as damage caused to external parts of the good that do not influence their functioning (e.g. scratches, scuffs and nicks);
8. malfunction (breakdown) caused by changes in the original characteristics of the good or tampering;
9. damage caused by or resulting from failure to comply with the manufacturer's instructions for use or warnings;
10. service, verification, maintenance or routine cleaning;
11. accessories or peripherals that were not part of the original installation;
12. software employed to use the electronic device;
13. any form of computer virus.

#### **ART.2.5 - PROCEDURE FOR REPORTING DAMAGE**

In the event of damage to the device, the customer can contact the Customer Care of C&C S.p.A. at 0805622398 or go to the nearest C&C Authorised Service Provider. Once the coverage of the service has been verified, C&C S.p.A. will start the practice management process. Payment of the fixed charge is a necessary condition for repairing the damaged device.

### **RULES IN THE EVENT OF DAMAGE**

#### **ART. 3.1 - OBLIGATIONS**

In the event of damage, customer shall:

- a) go to one of C&C S.p.A. Authorised Service Provider, where, upon service coverage verification, device will be repaired. Once the repair has been completed, the customer shall pay the fixed cost (payment is accepted with cash, credit card, Bancomat and, if required, with Gift Card and "Carta del docente").

Alternatively, the customer may contact C&C S.p.A. Customer Care department by telephone on 0805622398, which, after checking service coverage, will initiate the management process briefly outlined below:

1. upon claim registering by C&C S.p.A. Customer Care, customer will receive a confirmation e-mail and link for payment of the fixed charge;
2. upon receipt of fixed charge payment by the customer, he/she will receive instructions for the withdrawal of the device by the appointed courier and instructions for packing and transferring the device to the Service Centre;
3. the Service Centre will check the damage and then will repair it; new original Apple parts or



used original Apple parts whose functionality has been tested and is compliant with Apple's requirements may be used for repair or replacement;

4. once repair is completed, customer will receive a confirmation e-mail and C&C S.p.A. will proceed to return the repaired device. If the damage will be deemed not repairable because it does not fall within the scope of this agreement, the customer will receive an e-mail with the rejection and instructions on how to ship the device back;

5. practice management and repair will take place within a maximum of 14 working days.

The customer is required to make at his own care and expense the backup of data and programs of the broken device before delivery and must make it available to C&C S.p.A. after having removed all access protection systems, such as "Find My" (or Find my iPhone on iCloud), passwords, pin codes, etc. If the device should result locked, C&C S.p.A. will contact the customer to remove the lock and, if the removal cannot take place within 5 days, the device will be returned to the customer and the service will be considered as provided in all respects.

b) Time required to obtain assistance and to carry out repair or replacement of the device shall not entail any extension of the duration of the service. The customer shall also provide C&C S.p.A.:

#### CUSTOMER DATA

- a. Name
- b. Surname
- c. Address
- d. City
- e. District
- f. Tax code
- g. Telephone number
- h. E-mail address

#### DEVICE DATA

- a. Device model
- b. IMEI (detectable via software or on the device itself)

### Information on the processing of personal data pursuant to Article 13 of Legislative Decree No 196 of 30 June 2003

#### We inform you about the use of your personal data and your rights

"Personal Data" means information that identifies and relates to the person concerned or other persons (e.g. the data subject's family members). If you provide information about other persons, you confirm at the same time that you are authorised to provide such information to our Company for the uses described below.

#### Type of information collected by our Company and possible use thereof

In order to provide you with the requested services and/or products, C&C S.p.A. should have personal data concerning you and must process them in the framework of the purposes according to the ordinary and multiple activities and operational modalities of the service.



Such data may be collected at C&C S.p.A. for legal obligations.

We specify that without your data we would not be able to provide you, in whole or in part, the services mentioned.

We therefore ask you to give your consent for the processing of your data strictly necessary for the provision of the above-mentioned services.

The consent we are requesting also concerns any sensitive data strictly inherent to the provision of the aforesaid services, the processing of which, like the processing of the other categories of data subject to special protection, is permitted within the strictly necessary limits of the relevant general authorisations issued by the Data Protection Authority.

In addition, exclusively for the above-mentioned purposes and always limited to what is strictly related to the specific relationship between you and C&C S.p.A., personal data may be used for the following purposes:

- a) Service management e.g. communications, damage treatment and payments;
- b) Service delivery decisions;
- c) Prevention, detection and investigation of crimes committed only to the extent permitted by and in accordance with applicable local legislation, e.g. fraud and money laundering;
- d) Establishment and defence of legal rights even in court;
- e) Compliance with laws and regulations, including compliance with applicable laws in countries other than the country of residence of the person concerned.

#### **Sharing of Personal Information**

C&C S.p.A. is the controller of personal information. For certain activities C&C S.p.A. uses subjects of its trust as data processors. To know the names of the data processors, the customer can write an e-mail to [info@cec.com](mailto:info@cec.com)

Sensitive data may only be disclosed to the extent permitted by law and by the authorisations of the Data Protection Authority.

#### **Requests or questions**

Article 7 of Legislative Decree n°196/2003 confers specific rights on the data subject, including the right to obtain from the data controller:

1. confirmation of the existence or otherwise of personal data concerning him/her, even if not yet recorded, and their communication in intelligible form;
2. indication of
  - a) the origin of personal data;
  - b) the purposes and methods of processing;
  - c) the logic applied in the case of processing carried out with the aid of electronic instruments;
  - d) the identification details of the data controller, data processors and the representative appointed pursuant to Article 5, 2nd paragraph of the decree;
  - e) the subjects or categories of subjects to whom data may be communicated or who may become aware of the data in their capacity as designated representative in the territory of the State, data processors or persons in charge of data processing.

#### **The person concerned is also entitled to obtain:**

- a) updating, rectification or, when interested, integration of the data;



- b) the cancellation, transformation into anonymous form or blocking of data processed in breach of the law, including data whose storage is not necessary in relation to the purposes for which the data were collected or subsequently processed;
- c) certification that the operations mentioned in points (a) and (b) have been notified, as also related to their contents, to the entities to whom or which the data were communicated, unless this requirement proves impossible or involves a manifestly disproportionate effort compared with the right that is to be protected. Finally, pursuant to Article 7, 4th paragraph of the decree, the data subject has the right to object, in whole or in part:
  - 1. for legitimate reasons to the processing of personal data concerning him/her, even if pertinent to the purpose of collection;
  - 2. the processing of personal data concerning him/her for the purpose of sending advertising material or direct sales for market research or commercial communication.