



## Terms and Conditions

### C&C Care for AirPods and AirPods Pro

#### INTRODUCTION

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

The clauses that provide for burdens and obligations on the part of C&C S.p.A. and the customer, nullity, forfeitures, exclusions, suspensions, rights of recourse and limitations of the service, have been highlighted with special characters (bold).

#### DEFINITIONS

In the context of this “Terms and Conditions” document, the following terms shall have the meaning respectively indicated next to each of them and the definitions indicated in the plural shall also be understood as referring to the singular and vice versa:

<b>COVERAGE YEAR:</b>	The period of 12 consecutive months that starts from the date of activation of the service by C&C S.p.A.;
<b>DEVICE:</b>	AirPods and AirPods Pro sold by C&C or other authorized retailers in Italy during the validity period of the service;
<b>AGREEMENT:</b>	The coverage that the customer benefits from under the terms and conditions set out below;
<b>GOODS COVERED BY THE SERVICE:</b>	The electronic devices that C&C or other authorized retailers in Italy sell to their customers through their connected national (i.e., Italian and not foreign) sales channels;
<b>CUSTOMER CARE:</b>	C&C S.p.A.’s Customer Care, consisting of human resources and equipment, which provides telephone contact, organizes

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interventions and provides the service;

<b>SERVICE PROVIDER:</b>	The place where C&C S.p.A. will repair the defective device;
<b>CUSTOMERS:</b>	Individuals who purchase a device from C&C or other authorized retailers in Italy;
<b>ACCIDENTAL DAMAGE:</b>	All direct material damage caused by external, sudden and unforeseeable causes that produce a breakage, defect or malfunction of the device that precludes or limits its functionality and usability;
<b>FIXED COST:</b>	The amount due from the customer who has purchased a new device from C&C or other authorized retailers in Italy and that the customer undertakes to pay to activate 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 harmful, future and uncertain event for which the service is covered, or the "Accidental damage to the device".

## SERVICE FEATURES

### C&C CARE ADDITIONAL SERVICE

#### ARTICLE 1.1 - CHARACTERISTICS OF THE SERVICE

This service is reserved for customers who have purchased a new device from C&C or an authorized retailer in Italy. The service is valid for new devices and is non-refundable (except as required by law). C&C Care will not be replaced if lost, stolen or used without authorization. Use of the card constitutes acceptance of the terms and conditions. The service includes the activation of the warranty described in the following sections of this document.

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## **ARTICLE 1.2 - DECLARATIONS CONCERNING THE CIRCUMSTANCES OF THE DAMAGE**

Any inaccurate statements or omissions by the customer regarding circumstances affecting the assessment of the 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.

## **ARTICLE 1.3 - START DATE AND DURATION OF THE SERVICE FOR THE CUSTOMER**

### **A. For customers who have purchased the device from C&C**

The service lasts for 12 months from the date of purchase of the new device from C&C, it must be activated at the same time as the purchase of the device and can be extended for up to 24 months if subscribed within the relevant deadline. When purchasing the device, the customer has the option of activating the service for a period of more than 12 months and up to a maximum of 36 months.

### **B. For customers who have purchased the device from other authorized retailers in Italy**

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

## **ARTICLE 1.4 - OTHER COVERAGE**

This service operates secondly to any other coverage stipulated for the same damage and in first place for the warranties not present in such contracts.

## **ARTICLE 1.5 – REFERENCE TO THE LAW**

For all that is not otherwise regulated here, the provisions of the law shall apply. This contract is governed by Italian law.

## **ARTICLE 1.6 – FRAUDULENT EXAGGERATION OF DAMAGE**

The customer who fraudulently exaggerates the amount of damage, declares destroyed or lost things that did not exist at the time of the damage, conceals, subtracts or tampers with saved things, uses false or fraudulent means or documents as justification, fraudulently alters the traces, material clues and residues of the damage or facilitates the progress of the same, loses the right to use the service.

## **ARTICLE 1.7 - INTERNATIONAL SANCTIONS**

C&C S.p.A. is not obliged to provide any coverage or to arrange any compensation under this contract if this would expose C&C S.p.A. to any violation of laws and regulations concerning international sanctions.

## **ARTICLE 1.8 - TERRITORIAL VALIDITY**

C&C Care service is valid in all C&C stores in Italy and France:

<https://www.cec.com/en/negozi>

## **ARTICLE 1.9 - EXCLUSIONS**

The following are excluded from coverage:

1. Damage, loss, expense, or liability arising from:
  - (a) ionizing radiation or radioactive contamination from any nuclear fuel or from any nuclear waste from nuclear combustion;
  - (b) radioactivity, toxicity, explosiveness or any other hazardous property of any nuclear explosive device or related component;
2. Any damage arising from or caused by the customer's involvement in any fraudulent, illegal or criminal act;
3. Any claim arising from or caused by: (I) suicide, attempted or consummated, by the customer who owns the device, or (II) self-harm or intentional exposure to danger (except in an attempt to save human life);
4. Any claim arising from the fact that the customer intoxicated or under the influence of narcotic substances, 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 intent;
6. Aesthetic damage or wear and tear such as dents, scratches, scuffing as well as damage caused by tampering, removal or replacement of parts with non-original components and catastrophic damage such as devices without components and/or dismembered.

## ACCIDENTAL DAMAGE COVERAGE

### ARTICLE 2.1 - SUBJECT OF THE SERVICE

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

### ARTICLE 2.2 – OPERATING CONDITIONS

The service has a duration of 12 months and unlimited damages will be covered per year.

### ARTICLE 2.3 - FIXED COST

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

- €29 for the 1<sup>st</sup> damage;
- €39 from 2<sup>nd</sup> to 4<sup>th</sup> damage;
- €99 from the 5<sup>th</sup> damage onwards.

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

### ARTICLE 2.4 - ADDITIONAL EXCLUSIONS

In addition to the provisions of Art. 1.9 - EXCLUSIONS - the following are excluded from the service:

1. Goods not included among those covered by the service;
2. Repair costs for interventions related to a product recall or interventions carried out by unauthorized persons by C&C S.p.A.;
3. Costs incurred as a result of the impossibility of using the electronic device or any other cost other than the cost of repairing or replacing the device itself;
4. Costs covered by the manufacturer's warranty;
5. Failures, intrinsic defects of the goods, attributable to causes of internal origin, manufacturing defects (even in the case of a product recall), hidden defects and anything arising from wear

and tear of the components, whatever the cause;

6. Damages of an exclusively aesthetic nature, such as damages caused to external parts of the goods that do not prejudice their operation (e.g. scratches, scuffs and abrasions);
7. Malfunction (breakdowns) generated by modifications of the original characteristics of the goods or tampering;
8. Damages caused or arising from failure to comply with the manufacturer's instructions for use or warnings;
9. Assistance, verification, maintenance or ordinary cleaning;
10. Accessories or peripherals that were not integral part of the original installation;
11. Software for using the electronic device;
12. Any form of computer virus.

#### **ARTICLE 2.5 - PROCEDURE FOR REPORTING DAMAGE**

In case of damage to the device, the customer can contact C&C S.p.A. Customer Care at 080 562 23 98 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 claim management process. Payment of the fixed cost is a necessary condition for repairing the damaged device.

## INFORMATION ON THE PROCESSING OF PERSONAL DATA PURSUANT TO ARTICLE 13 OF LEGISLATIVE DECREE 30 JUNE 2003, N. 196

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

**"Personal Information"** means information that identifies and relates to the data subject or other individuals (e.g., the data subject's family members). If the data subject provides information about other individuals, he or she confirms at the same time that he or she is authorized to provide such information to our Company for the purposes described below.

### **Type of information collected by our Company and possible use of the same.**

In order to provide you with the requested services and/or products, C&C S.p.A. must have personal data concerning you and must process it within the framework of the purposes according to the ordinary and multiple activities and operating methods of the service.

Such data may be collected from 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, with the aforementioned services.

We therefore ask you to express your consent to the processing of your data strictly necessary for the provision of the aforementioned services.

The consent we ask you for also concerns any sensitive data strictly related to the provision of the aforementioned services, the processing of which, like the processing of other categories of data subject to special protection, is permitted, within the limits strictly necessary in specific cases, by the relevant general authorizations issued by the Data Protection Authority for the protection of personal data.

In addition, exclusively for the purposes indicated above and always limited to what is strictly within its competence in relation 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 processing and payments;
- b) Decisions on the provision of the service;
- c) Prevention, detection and investigation of crimes committed only to the extent permitted by and in accordance with applicable local legislation, e.g. on fraud and money laundering;

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- d) Ascertainment and defence of legal rights, including in court;
- e) Compliance with laws and regulations, including compliance with laws in force in countries other than the data subject's country of residence.

### **Sharing of personal information**

C&C S.p.A. is the data controller. For certain activities, C&C S.p.A. uses trusted parties as data processors. To find out the names of the data processors, the customer can write an email to [info@cec.com](mailto:info@cec.com)

Sensitive data may be disclosed only within the limits permitted by law and by the authorizations of the Italian Data Protection Authority.

### **Requests or questions**

Art. 7 of Legislative Decree 196/2003 grants the data subject specific rights, including the right to obtain from the data controller:

1. confirmation of whether or not personal data concerning him or her exist, even if not yet registered, and their communication in intelligible form;
2. indication of
  - a) of the origin of personal data
  - b) of the purposes and methods of processing
  - c) of the logic applied in the case of processing carried out with the aid of electronic tools
  - d) of the identity of the data controller, the data processors and the representative appointed pursuant to art. 5, paragraph 2, of the decree itself, and
  - e) of the subjects or categories of subjects to whom the data may be communicated or who may become aware of them as the representative designated in the territory of the State, data processors or persons in charge.

### **The data subject also has the right to obtain:**

1. the updating, rectification or, when there is an interest, the integration of the data;
2. the cancellation, transformation into anonymous form or blocking of data processed in violation of the law, including data whose retention is unnecessary for the purposes for which the data were collected or subsequently processed;

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3. the attestation that the operations referred to in letters (a) and (b) have been brought to the attention, also as regards their content, of those to whom the data have been communicated, except in the case where such fulfillment proves impossible or involves the use of means manifestly disproportionate to the protected right. Finally, pursuant to Article 7, paragraph 4 of the decree, the data subject has the right to object, in whole or in part
  - a) for legitimate reasons to the processing of personal data concerning him/her, even if pertinent to the purpose of collection;
  - b) the processing of personal data concerning him/her for the purpose of sending advertising material or direct sales for market research or commercial communication.