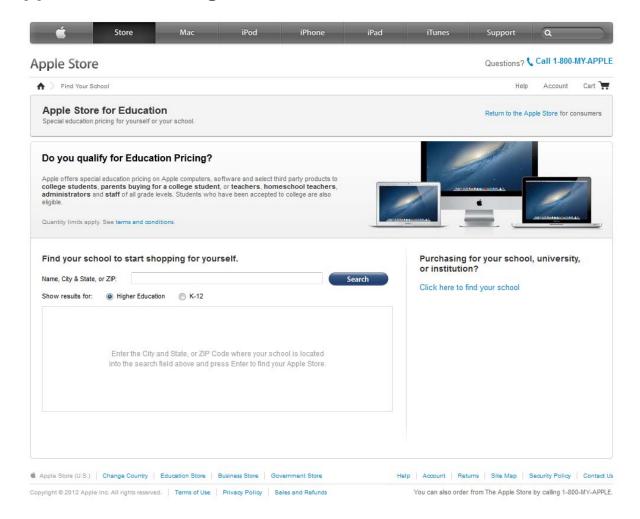
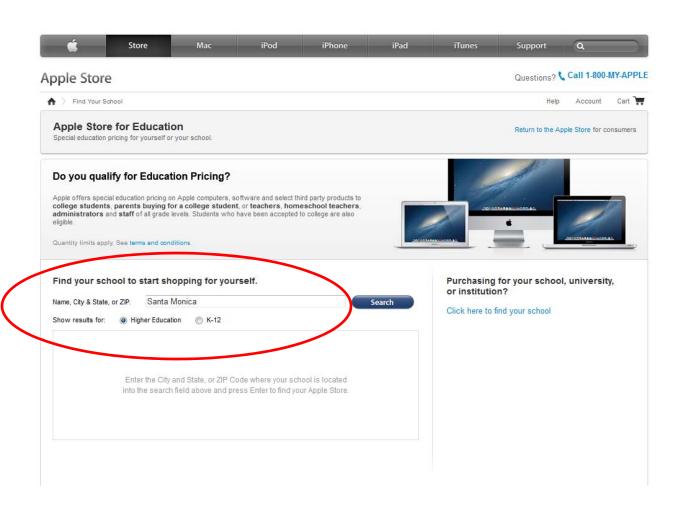
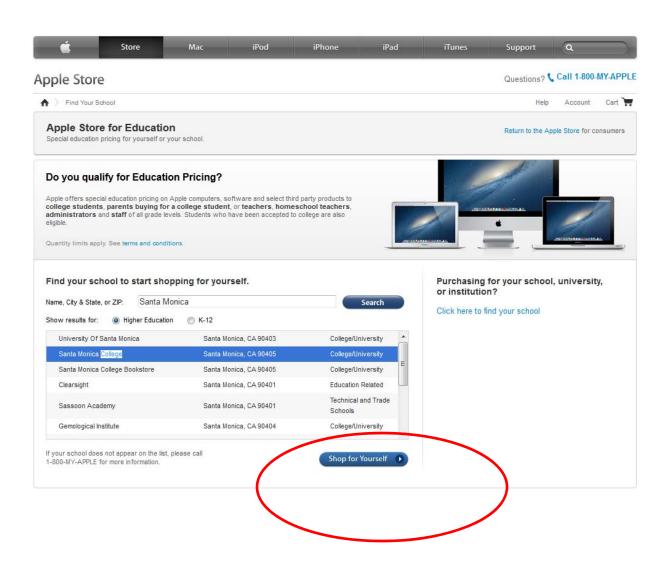
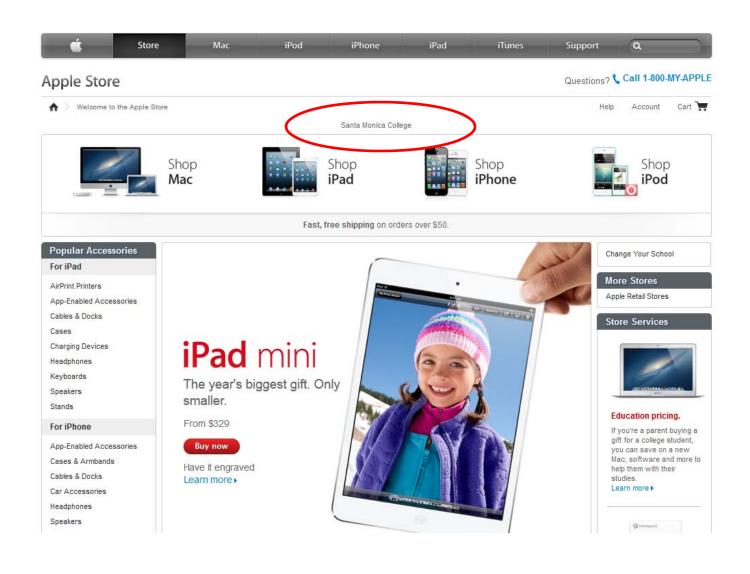
# **Apple Discount Program**









## **Sales and Refund Policy**

#### U.S. Store for Education

Thanks for shopping at Apple. We appreciate the fact that you like to buy the cool stuff we build. We also want to make sure you have a rewarding experience while you're exploring, evaluating, and purchasing our products, whether you're at the Apple Online Store for Education, in an Apple Retail Store, or on the phone with the Apple Contact Center. (To make it visually easier on both of us, we'll refer to these entities as the "Apple Store" in this policy.)

As with any shopping experience, there are terms and conditions that apply to transactions at an Apple Store. We'll be as brief as our attorneys will allow. The main thing to remember is that by placing an order or making a purchase at an Apple Store, you agree to the terms set forth below along with Apple's <u>Privacy Policy</u> and <u>Terms of Use</u>.

#### **Eligibility**

Those eligible to purchase from the Apple Store for Education Individuals include faculty, staff, students and parents as follows:

Higher Education - Faculty and staff of Higher Education institutions in the United States; and students attending, or accepted into a Higher Education institution in the United States are eligible to purchase. Purchases from the Apple Store for Education Individuals are not for institutional purchase or resale.

Higher Education Parents - Parents purchasing on behalf of their child, who is a student currently attending or accepted into a public or private Higher Education Institution in the United States, are eligible to purchase.

#### **Purchase Quantity**

Faculty, Staff and Students purchasing from the Apple Store for Education Individuals will be allowed to purchase the following quantities of product per academic school year. Not all products have special Education Pricing.

- 1. Desktop: One (1) may be purchased per academic year
- 2. Mac mini: One (1) may be purchased per academic year
- 3. Notebook: One (1) may be purchased per academic year
- 4. Display: A maximum of two (2) may be purchased per academic year
- 5. Software: A maximum of two (2) per software title may be purchased per academic year

\*\*The above purchases can be made either online, or in an Apple Retail Store. Total product quantities remain the same regardless of where your purchase is made.

#### **Returns**

We fundamentally believe you will be thrilled with the products you purchase from the Apple Store. That's because we go out of our way to ensure that they're designed and built to be just what you need. We understand, however, that sometimes a product may not be what you expected it to be. In that unlikely event, we invite you to review the following terms related to returning a product.

For iPhone returns, you may return your undamaged iPhone with its included accessories within 30 days of purchase for a full refund. Here's the important part: returning your iPhone may not automatically cancel or reset your wireless account; you are responsible for your wireless service agreement and for any applicable fees associated with your wireless account. Please contact your provider for more information.

For any other product, simply return it with the original receipt (or gift receipt) and original packaging within 14 days of the date you receive the product. If the item is returned within this timeframe, we'll exchange it or offer a refund based upon the original payment method. For returns to an Apple Retail Store for cash, cash equivalent, and check transactions over \$250, Apple will mail a refund check to you within 10 business days. Please note the following:

- Products can be returned only in the country in which they were originally purchased.
- The following products are not eligible for return: electronic software downloads subscriptions to the Software-Up-To-Date program, Apple Store Gift Cards, and any Apple Developer Connection products.
- In the case of items returned with a gift receipt, Apple will offer you an Apple Store Gift Card equal to the purchase price of the gift, including tax and any other fees.
- Opened software cannot be returned if it contained a seal with the software license on the outside of the package and you could read the software license before opening its packaging. As an exception, you may return Apple-branded software if you do not agree to the licensing terms; however, you may not retain or otherwise use any copies of returned software. It's not legal . . . and it's not nice.

For complete details on how to return a product purchased at the Apple Store please visit the Returns & Refunds page.

#### iPhone Purchase

The purchase and use of an iPhone is subject to terms and conditions found at: <a href="http://www.apple.com/legal/sla/">http://www.apple.com/legal/sla/</a> and <a href="http://www.apple.com/legal/warranty/">http://www.apple.com/legal/sla/</a> and <a href="http://www.apple.com/legal/warranty/">http://www.apple.com/legal/warranty/</a>. In addition, by purchasing an iPhone, you expressly acknowledge that:

- A wireless service plan is required to activate all iPhone features.
- Making unauthorized modifications to the software on an iPhone violates the iPhone software license agreement. The common term for modifying an iPhone is jail-breaking, with a particular emphasis on the second part of that term. That's why we strongly, almost emphatically, recommend that you do not do so. Really. Should you be unable to use your iPhone due to an unauthorized software modification, its repair will not be covered under the warranty.

• Apple may, in its sole discretion, refuse or cancel any order and limit order quantity. Apple may require additional qualifying information prior to accepting or processing any order.

#### **Wireless Services**

Some Apple products utilize wireless services that may incur extra costs and are governed by the terms of a separate agreement between you and your selected wireless service provider.

## **Pricing and Price Reductions/Corrections**

With regards to pricing, Apple reserves the right to change prices for products displayed at/on the Apple Store at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing and sales tax is available on the <u>Payment & Pricing</u> page.

Should Apple reduce its price on any Apple-branded product within 14 calendar days from the date you receive your product, feel free to visit an Apple Retail Store or contact the Apple Contact Center at 1-800-676-2775 to request a refund or credit of the difference between the price you were charged and the current selling price. To receive the refund or credit you must contact Apple within 14 calendar days of the price change. Please note that this excludes limited-time price reductions, such as those that occur during special sales events (such as Black Friday, Cyber Monday, and Thrifty Thursday . . . okay, we made that last one up).

## Order Acceptance/Confirmation For Online and Call Center Purchases

Once we receive your order, we'll provide you with an email order confirmation. Your receipt of an order confirmation, however, does not signify Apple's acceptance of your order, nor does it constitute confirmation of our offer to sell; we are simply confirming that we received your order. The Apple Store reserves the right at any time after receiving your order to accept or decline your order for any reason. If Apple cancels an order after you have already been billed, Apple will refund the billed amount.

#### **Shipping & Delivery**

Please review the <u>Shipping & Pickup</u> page to learn about how and when you will receive the products you purchased from the Apple Store. Since the actual delivery of your order can be impacted by many events beyond Apple's control once it leaves our facilities, Apple cannot be held liable for late deliveries. We will, however, work with you to ensure a smooth delivery.

## **In-Store Pickup and Return**

Apple offers in-store pickup for many of the items available on the Online Store. Certain products and payment methods, however, may not qualify for in-store pickup. Only you or the person designated by you may pick up the item(s) purchased. A government-issued photo ID and order number will be required for pickup. Apple will notify you when your order is ready and the date by which you need to pick up your items. We'll also send you reminder or two, just in case

it slips your mind. If you don't pick up your order, Apple may cancel it. Please visit <a href="http://store.apple.com/us/browse/home/personal\_pickup">http://store.apple.com/us/browse/home/personal\_pickup</a> for complete details about in-store pickup.

## **Pickup Contact**

If you select in-store pickup, you may designate a third party to pick up your order. You must provide the name and email address of the third party. Please note that certain products and payment methods are not eligible for in-store pickup by a third party. The third party will need to bring a government issued photo ID and order number for pickup. Apple is not responsible for actions taken by the third party once your item(s) have been picked up.

### **Consumers Only**

The Apple Store sells and ships products to end-user customers only. You may not purchase products at the Apple Store for resale, and we reserve the right to refuse or cancel your order if we suspect you are doing so. And we're pretty good at figuring that out . . .

## **U.S. Sales Only**

The Apple Store accepts orders from billing addresses within the United States and most U.S. territories. Apple will not ship products purchased at the Apple Store to an address outside of the U.S. <u>Please click here to find an Apple Store outside of the U.S.</u> Apple products are subject to U.S. and foreign export control laws and regulations and must be purchased, sold, exported, reexported, transferred, and used in compliance with such export laws and regulations.

#### **Product Availability and Limitations**

Given the popularity and/or supply constraints of some of our products, Apple may have to limit the number of products available for purchase. Trust us, we're building them as fast as we can. Apple reserves the right to change quantities available for purchase at any time, even after you place an order. Furthermore, there may be occasions when Apple confirms your order but subsequently learns that it cannot supply the ordered product. In the event we cannot supply a product you ordered, Apple will cancel the order and refund your purchase price in full.

## **Express Checkout**

The Payment & Pricing page describes the various methods you can use to pay for products at the Apple Store. The Apple Online Store also allows you to pay via Express Checkout. By activating and using Express Checkout, you agree to all of the terms set forth in this Sales Policy. Please note that if you use a public computer or otherwise share a computer with other users, you should turn off Express Checkout when you leave the computer. Or you may end up buying far more than you expected.

#### **Gift Cards**

Apple Store Gift Cards are issued and managed by Apple Value Services, LLC and can be applied only to purchases from an Apple Retail Store, the Apple Online Store, or the Apple Contact Center in the U.S. Gift Cards may not be redeemed at the iTunes or Mac Apps Store, at any Apple resellers, for cash (except as required by law), or for shipments outside the U.S. Neither the issuer nor Apple is responsible for any lost or stolen gift cards or use without your permission. Keep them close; they're valuable and can be redeemed by whoever finds them.

Additional payment will be required if the purchase price of your new Apple product exceeds the value of the Gift Card. Seems obvious, but we wanted to be sure you knew. Gift Cards are also not for resale. Void where prohibited or restricted by law. Gift Card terms and conditions are subject to change without notice. Use of a Gift Card is governed by the laws of the State of Virginia. To check the available balance on a Gift Card, call 888-320-3301.

#### **Audit Rights**

Apple routinely audits the purchases of customers at the Apple Store for Education to insure that that all purchase conditions have been observed. Should we discover that you have not observed all of the conditions applicable to your purchase, you authorize Apple:

- If you placed your order by credit card, to charge to your credit card the difference between the amount you paid for the delivered goods and the price that Apple charged the general public for the same goods at the Apple Store, in effect on the date that you placed your order; and
- If you paid by a means other than credit card, to (a) invoice you for the difference between the amount that you paid for the delivered goods and the price that Apple charged the general public for the same goods at the Apple Store, payable in fifteen days from the date of the invoice, and (b), should you fail to pay the invoice when due, institute legal action against you in a court of competent jurisdiction, with the prevailing party entitled to attorneys' fees.
- Should Apple not offer to the general public the specific products that you purchased at the Apple Store for Education, your credit card will be charged or you will be invoiced the difference between the amount you paid for the delivered goods and the price that Apple charged the general public for the closest equivalent goods at the Apple Store, in effect on the date that you placed your order.