



## **New Zealand Telecommunications Forum**

### **Product Stewardship**

#### **(“Product Stewardship Scheme”)**



**Version Status:** Endorsed  
**Version Number:** 6.0  
**Version Date:** July 2016  
**Code Classification:** This is a self-regulated, Voluntary Code

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## INTRODUCTORY STATEMENT

The *TCF Product Stewardship Scheme version 6.0* (dated July 2016) replaces the *TCF Product Stewardship Scheme version 5.0*.

The RE:MOBILE Product Stewardship Scheme (the Scheme) is a voluntary, self-regulated regime for the purpose of reducing the environmental impact of unwanted mobile handsets.

This Scheme achieved accreditation under the Waste Minimisation Act 2008 in June 2014. Accreditation is a form of government recognition and is only given after a scheme has been thoroughly assessed to ensure reductions in environmental harm have been met.

The RE:MOBILE Product Stewardship Scheme is the first Product Stewardship scheme within the New Zealand telecommunications industry. It is also the first e-waste scheme in New Zealand to receive accreditation. The Scheme is based on an initiative that has already proven successful locally and has the backing of a number of key organisations.

This document sets out the obligations and process for Scheme Members, the Recycling Agent and the TCF for the Recycling and Re-use of mobile handsets.

### **July 2016 Revision**

This revision introduces the following amendments to the Scheme:

- Updated to reflect the new operating arrangements and reporting requirements.
- Specify Scheme Members obligations to undertake external marketing activity to raise awareness of the Scheme.

### **About the TCF**

Established in 2002, the "New Zealand Telecommunications Forum" (TCF) is a registered incorporated society. The TCF's objective is to actively foster cooperation among the telecommunications industry's participants, to enable the efficient provision of regulated and non-regulated telecommunications services. Our goal is to promote competition for the long-term benefit of end-users of telecommunications services in New Zealand.

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## A. INTRODUCTION

1. The New Zealand Telecommunication Forum Incorporated (“TCF”) has established a self-regulatory regime for Product Stewardship, called the Product Stewardship Scheme (“the Scheme”) and branded ‘RE:MOBILE’.
2. The Scheme sets out the rights and obligations of Scheme Members and the Recycling Agent with regard to Product Stewardship.
3. The primary purpose of the Scheme is to provide an avenue for anyone in New Zealand to donate unwanted Products for Re-Use or Recycling. This diverts the phones from landfill. An additional benefit of the Scheme is that it contributes a percentage of profits to a charity.
4. Unwanted mobile phones are collected and tested for functionality based on Basel Convention guidelines. Reusable phones are separated for sale by tender to approved bidders off-shore. Non-reusable phones unable to be refurbished as well as batteries, chargers, and accessories are Recycled in domestic and overseas markets.

## B. PURPOSE

5. The purpose of the Scheme is to:
  - 5.1 Reduce the environmental impact of Products in New Zealand.
  - 5.2 Increase Consumer awareness and change behavior in relation to Product Stewardship.
  - 5.3 Increase Consumer confidence in the industry by establishing appropriate standards of practice that apply consistently across the industry in relation to Product Stewardship.
  - 5.4 Enable the industry to achieve and maintain Ministerial accreditation for the Scheme under the Waste Minimisation Act 2008.
  - 5.5 Enable Scheme Members to work collectively to meet the targets agreed as part of the Ministry for the Environment accreditation as listed in Annexure 3 of this Code.
  - 5.6 Provide surplus proceeds from the Scheme to the Beneficiary, or use them for the benefit of the Scheme.

## C. SCOPE AND OBJECTIVES

6. **Scope**
  - 6.1 This Code sets out the minimum requirements that Scheme Members and the Recycling Agent agree to comply with regarding Product Stewardship; and the measurable targets that form part of the Scheme’s Ministry for the Environment (MfE) accreditation.
  - 6.2 This Code applies to any party that manufactures, imports, retails, distributes or recycles mobile devices in New Zealand and has agreed to be a Scheme Member; including:
    - a) Mobile network operators;
    - b) Mobile virtual network operators;
    - c) Buy Back Operators; and
    - d) Electronic Waste Recycling Operators.
  - 6.3 Products covered by the Scheme are:
    - a) Mobile phones (including battery);
    - b) Smart phones (Including battery);
    - c) Mobile data devices; and
    - d) Mobile phone and smart phone accessories – this typically includes everything that comes in the box such as a charging unit, data cables and head-sets.

## 7. Exclusions from Scope

- 7.1 The Scheme does not cover end of life Telecommunications Consumer products such as modems and residential gateways.
- 7.2 Whilst Buy Back operations undertaken by individual Scheme Members is outside the scope of this Scheme, reporting on Buy Back (as per clause 18.1) is within the scope of this Scheme.

## 8. Objectives

The Scheme's objectives are to:

- 8.1 Enable the Telecommunications industry to provide an accredited Product Stewardship scheme;
- 8.2 Enable anyone in New Zealand to recycle their unwanted Products through a Ministry for Environment accredited Product Stewardship Scheme;
- 8.3 Provide accessibility of a Product Stewardship Scheme to both TCF and non-TCF Members;
- 8.4 Provide information to the MfE on Product Stewardship handling by Scheme Members;
- 8.5 Meet the targets and obligations resulting from receiving MfE accreditation for the Scheme as outlined in Section F of this Code;
- 8.6 Provide transparency on the Product Stewardship handling procedures;
- 8.7 Meet domestic and international obligations relating to the environmentally sound management of end-of-life Products; and
- 8.8 Monitor Product Stewardship for the purpose of improving product recycling processes.

## D. INTERPRETATION AND DEFINED TERMS

### 9. Interpretations

In this Code, unless the context otherwise requires:

- a) A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- b) Section, clause and other headings are for ease of reference only and will not affect this Code's interpretation;
- c) Words in singular include the plural and vice versa;
- d) A reference to a person means a legal person and includes a reference to an individual, bodies, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality, whether corporate, political or otherwise;
- e) The annexures to this Code and the provisions and conditions contained in the annexures will have the same effect as if set out in the body of this Code; and
- f) Any obligation not to do anything will include an obligation not to suffer, permit or cause that thing to be done.

## 10. Definitions

**“Beneficiary”** means a charity or charities appointed from time to time by the TCF and registered in New Zealand pursuant to the Charities Act 2005.

**“Bilateral Agreement”** means an agreement between a Scheme Member who is obliged to comply with the terms of this Code and another party who is not a Scheme Member but who meets the criteria to be a Scheme Member.

**“Business Day”** means a day on which registered New Zealand banks are open for normal banking business, excluding Saturdays, Sundays and nation-wide New Zealand public holidays. Regional public holidays are considered to be Working Days.

**“Buy Back”** means a process whereby Consumers receive valuable consideration for their unwanted device/mobile/handset from a buyback provider.

**“Code”** means this document, including its annexures.

**“Code Compliance Framework” or “CCF”** means the TCF’s Code Compliance Framework as endorsed by the TCF Board and being the overarching compliance and enforcement regime for TCF codes.

**“Consumers”** means an end-user of Telecommunications Services.

**“Container/s”** means any carton, box, crate or package that the Products are deposited into, for collection by the Recycling Agent.

**“Dealer”** means, in respect of each Scheme Member, an authorised dealer or reseller of that Scheme Member’s products.

**“Disposal” or “Dispose”** means that the relevant material has been finally disposed of (for example, into a landfill or incinerated without heat recovery);

**“Hazardous”** means any material that is classified as hazardous or special under any applicable laws or in accordance with industry best practice, and includes batteries, waste oils, asbestos and beryllium oxide;

**“MfE”** means the New Zealand Ministry for Environment.

**“New Zealand Telecommunications Forum”** means the New Zealand Telecommunication Forum Incorporated Society registered in New Zealand.

**“Non-Scheme Member”** means a Person that is not a Scheme Member.

**“Person”** means a legal person and includes a company and any other legal entity.

**“Pre-Paid Envelopes”** means envelopes or other packages printed with the address of a Recycling Agent-managed post office box for which the postage costs of return to that post office box are pre-paid without charge to Scheme Members or Product Donors.

**“Product Donor”** means any person in New Zealand who wishes to donate unwanted Products for Reuse or Recycling in accordance with the Code.

**“Product Stewardship”** means sharing responsibility for ensuring there is effective reduction, Reuse, Recycling, or recovery of the Product; and managing any environmental harm arising from the Product when it becomes waste.

**“Products”** means any mobile phone, handsets or accessories or any other equipment ancillary to a mobile phone which belongs to a Scheme Member or a Consumer.

**“Product Receptacle”** means the storage device provided in-store by Scheme Members for Product Donors to

deposit unwanted Products into.

**“Recycling”** means the method by which Products which are not suitable for Re-Use are processed, which may include:

- (a) recovery of the materials contained within the Product (for example, copper from within a mobile phone);
- (b) recovery of energy from the Product (for example, incineration of a certain packaging material to generate energy);
- (c) ensuring that any Hazardous components are safely disposed of outside of the recycling process (for example, batteries),

and, for the purposes of the Reports, shall not include any material that has been Re-Used, any Hazardous material, or any refrigerant or fire suppressant materials. **“Recycled”** shall mean the process of Recycling has been undertaken.

**“Recycling Agent”** means the body contracted by the TCF to provide the Services outlined in the Scheme Contract.

**“Recycling Partner”** means a New Zealand-based organization sub-contracted by the Recycling Agent that dismantles, recycles and exports Products.

**“Reports”** means those reports set out in clause 19 of this Code.

**“Re-use”** means that Products are tested and repaired or refurbished (if necessary) and then passed onto a third party for further use, but shall not include any Hazardous material, any Recycled material, or any refrigerant or fire suppressant materials. **“Re-used”** shall mean the process of Re-use has been undertaken;

**“Scheme”** means this Product Stewardship Code including the Scheme Deed included as Annexure 3 to this Code.

**“Scheme Contract”** means the ‘Agreement for Supply of Services’ between the TCF and the Recycling Agent.

**“Scheme Deed”** means the document which parties sign to become a Scheme Member and thereby bound by the terms of this Code, in the form set out in Annexure 3.

**“Scheme Member(s)”** means a provider of Telecommunication Services or other any other Person who has signed the Scheme Deed. Scheme Members include TCF members and non-TCF members. For the purposes of the CCF, a Scheme Member is a “Code Signatory”.

**“Services”** means the recycling, reuse, help desk and other related services to be provided by a Recycling Agent pursuant to a Scheme Contract.

**“Subsidiary”, and “Holding Company”** have the meaning set out in the Companies Act 1993.

**“TCF”** see New Zealand Telecommunications Forum.

**“Telecommunications”** means the conveyance by electromagnetic means from one device to another of any encrypted or non-encrypted sign, signal, impulse, writing, image, sound, instruction, information, or intelligence of any nature, whether for the information of any person using the device or not; but excluding any conveyance that constitutes broadcasting as defined by the Broadcasting Act 1989.

**“Telecommunication Service(s)”** means any goods, services, equipment, and facilities that enable or facilitate Telecommunication. For the avoidance of doubt, this excludes directory service listings such as the Yellow Pages.

## **E. SCHEME ADMINISTRATION AND COMPLIANCE**

### **11. Scheme Administration**

- 11.1 The TCF is the sole administrator of the Scheme.
- 11.2 The TCF Product Stewardship Operations Working Party, consisting of TCF Members who are Scheme Members, provides operational oversight and support for the Scheme.

### **12. Code Monitoring and Compliance**

- 12.1 The Code is applicable to all Scheme Members.
- 12.2 All Scheme Members must manage Product Stewardship in accordance with this Code, and any relevant law and standards.
- 12.3 The TCF Code Compliance Framework (CCF) applies to the ongoing monitoring and compliance management of this Code. By becoming a signatory to this Code, parties agree to comply with, and are bound by, the terms of the CCF in relation to the performance of their obligations under this Code.
- 12.4 Specific details on the CCF's application to this Code, including Scheme Member's self-certification requirements, are set out in Section 0.
- 12.5 The Code takes precedence over Bilateral Agreements entered into after approval of the Code, except where Scheme Members choose to adopt provisions with the party with whom they have a Bilateral Agreement, that delivers a higher standard of service than contained in this Code. Scheme Members will use all reasonable endeavours, within six (6) months from the date of approval of this Code to make any necessary amendments to Bilateral Agreements entered into before approval of this Code to ensure compliance with the Code.
- 12.6 While parties may enter into Bilateral Agreements concerning matters covered by this Code, such arrangements must not diminish or otherwise affect any requirements contained in this Code or impact on the ability of other parties to interact with Parties of this Code.

## **F. CODE IMPLEMENTATION AND REVIEW**

### **13. Code Implementation**

- 13.1 This Code shall come into force on the later of:
  - a) 30 April 2013; or
  - b) The date the MfE gives written notice to the TCF that the Product Stewardship Scheme has been accredited under the Waste Minimisation Act 2008.
- 13.2 By signing the Scheme Deed, signatories become Scheme Members and agree to comply with the requirements of the Code.
- 13.3 This clause sets out the timeframes within which signatories must comply with the Code.
  - a) Scheme Members who sign up to this Code before it comes into force must be compliant with the Code from the date it comes into force.
  - b) Scheme Members who sign up to this Code after it comes into force will have three (3) months from the date of signing to make the necessary changes to comply with the requirements of the Code, unless otherwise agreed with the TCF (and will not be required to comply with the Code until the end of that three (3) month period).

## 14. Code Review

- 14.1 The administration of this Code will be undertaken by the TCF.
- 14.2 This Code will be amended in accordance with the TCF's Rules and Operating Procedures Manual. If you wish to propose changes to this Code, please contact the TCF at: info@tcf.org.nz.

## G. SCHEME MEMBER OBLIGATIONS

### 15. Scheme Member Principles

- 15.1 There should be a commitment to effective Product Stewardship. In particular, Scheme Members should adhere to the following principles:
  - a) To accept and take all responsibility on behalf of the TCF for meeting any targets agreed with the MfE as part of the accreditation process as listed in clause 16.
  - b) To promote and support the Scheme.
  - c) To comply with all obligations resulting from MfE accreditation.
  - d) To use all reasonable endeavours to send unwanted Products through the Scheme.
  - e) To provide a reasonable number of channels to allow Consumers to return mobile handsets.
  - f) To improve Recycling rates.
  - g) To reduce mobile handsets as landfill.

### 16. Scheme Member Targets

- 16.1 To achieve the purpose and objectives outlined in this Code, the targets in Annexure 3 have been identified for Scheme Members.
- 16.2 Scheme Members are each responsible for determining the most effective way of achieving these targets. As part of the TCF's annual self-certification process (refer Section J), Scheme Members will be required to identify the activities undertaken by them to achieve these targets.
- 16.3 Scheme Members will take all reasonable endeavours to meet the targets, but no individual Scheme Member will be held accountable for a drop in their mobile collection volumes.
- 16.4 The TCF will publish aggregated Scheme data on the TCF website on a calendar quarterly basis.

### 17. Scheme Member Rights & Obligations

- 17.1 Where Scheme Members have a physical point of sale presence; the Scheme Member must display the Pre-Paid Envelopes and/or Product Receptacles in-store.
- 17.2 The Scheme Member will transfer the Products from the Product Receptacle into the Containers for collection by the Recycling Agent.
- 17.3 Scheme Members may request any of the Services by contacting the Recycling Agent.
- 17.4 Where the primary sales channel for the Product is online, a Pre-Paid Envelope must be sent with the Product dispatched to the customer.
- 17.5 Scheme Members must provide information about the Scheme on their website.
- 17.6 Scheme Members' must make their Product Stewardship handling policies available to Consumers<sup>1</sup> and staff.
- 17.7 Scheme Members are responsible for ensuring title to the Products has passed from the Product Donors and agree to transfer the title to the Recycling Agent.
- 17.8 Scheme Members must retain any records necessary to meet the reporting requirements detailed in clause 18 of this Code.
- 17.9 Scheme Members are entitled to use the Scheme brand and the Beneficiaries branding in

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<sup>1</sup> This can be via the Scheme Member's website

accordance with the guidelines set out in Annexure L.

- 17.10 Scheme Members must keep the information provided by the Recycling Agent in clause 25.2 **Error! Reference source not found.** confidential and not share this information outside of their organisation without the written consent of the TCF.
- 17.11 Any Scheme Member who wishes to end its participation in the Scheme may do so at any time on 30 Working Days' prior notice in writing to the TCF.
- 17.12 Scheme Members continue to be bound by the Scheme until such time as all Scheme related material and branding has been removed from the Scheme Members' premises, collateral, website and any other communication channel.
- 17.13 To support achievement of Scheme Target number 2, which is to raise public awareness of the Scheme, Scheme Members must undertake at least one external promotional campaign each calendar year.
- 17.14 Except where explicitly stated, for the avoidance of doubt all Scheme Members will bear their own costs and expenses of participation in Scheme activities.
- 17.15 This Scheme is self-funding, and therefore there is no charge to be a Scheme Member. In the event that this is no longer feasible, the TCF will provide one month's advance notice to Scheme Members advising of any likely charges to apply.

#### 18. Scheme Member Reporting

- 18.1 The Scheme Member is to report to the TCF on a calendar quarterly basis the number of handsets taken back from Consumers that are not processed through the Scheme, such as through Buy-Back, direct sale etc.
- 18.2 The Scheme Member is to provide self-certification of Code compliance to the TCF in accordance with Section J.

#### 19. Scheme Member Product Handling

- 19.1 Scheme Members shall arrange for unwanted Products to be loaded into Container/s or Pre-Paid Envelopes (as applicable).
- 19.2 For unwanted Products loaded into Containers, the Scheme Member shall notify the Recycling Agent when to collect the Container/s.
- 19.3 For unwanted Products to be packaged in Pre-Paid Envelopes, the Consumer or Scheme Member is to arrange for the full Pre-Paid Envelopes to be posted back to the Recycling Agent.

### H. RECYCLING AGENT OBLIGATIONS

#### 20. Recycling Agent Minimum Standards

- 20.1 The Recycling Agent will:
  - a) Abide by the terms of the Code;
  - b) Promote and support the Scheme;
  - c) Comply with all obligations resulting from MfE accreditation;
  - d) Comply with any applicable Health and Safety legislation;
  - e) Comply with the ASNZ5377:2013 Standard;
  - f) Comply with the MfE waste electrical and electronic equipment (WEEE) Guidelines;
  - g) Comply with the Environmental Protection Authority Act (EPA) 2011;
  - h) Meet domestic and international obligations relating to the environmentally sound management of end-of-life mobile handsets; and
  - i) Work with the Scheme Members to meet the targets listed in Annexure 3.

#### 21. Use of Recycling Partners

- 21.1 Without releasing the Recycling Agent from any obligation, where the Recycling Agent employs a

Recycling Partner to undertake or perform any action on its behalf under this Code, then all corresponding obligations associated with that action and owed by the Recycling Agent shall also be read as an obligation of the Recycling Partner directly. Where required by the TCF, this will include the Recycling Partner reporting the information set out on in clause 25 directly to the TCF.

21.2 The Recycling Agent will ensure that its Recycling Partners are aware of and agree to abide by this clause 21.

## 22. Recycling Agent Services

22.1 The Recycling Agent will perform the following services for Scheme Members:

- a) Deliver Pre-Paid Envelopes to Scheme Members for the collection of unwanted Products.
- b) Collect the Container/s and the Products from the Scheme Members.
- c) Arrange for the Products to be transported and to be Re-used, Recycled or disposed of, and exported for recycling in accordance with the requirements set out in Clause 23.

22.2 No charges are payable by the Recycling Agent to Scheme Members in respect of the transfer of title to the Products.

## 23. Recycling Agent Product Handling

23.1 The Recycling Agent will deal with the Products as follows:

- a) Upon receipt of a Container or Pre-Paid Envelope that has been filled with Products, the Recycling Agent shall log receipt and sort the Products according to whether they are to be re-used, recycled and/or contain Hazardous material.
- b) The Recycling Agent will, where possible remove all personal information (as defined in the Privacy Act 1993) from the Products.
- c) Products that power-on shall be restored to their original factory settings by the Recycling Agent, resulting in data cleansing the Product.
- d) The Recycling Agent will arrange to ship the Products and will complete all necessary documentation (including trans-frontier shipping documentation) to enable shipping to take place.
- e) The Recycling Agent will re-use or recycle all Products, except to the extent that:
  - i. the Products are SIMcards, in which case the Recycling Agent must disable, and destroy the SIMcard;
  - ii. the Products contain Hazardous material, in which case they shall be dealt with in accordance with paragraph 23.3 below.
- f) In determining how to deal with a Product, the Recycling Agent shall use its best endeavours to deal with the Product in a manner that maximises social, charitable and environmental outcomes.

23.2 If the Recycling Agent transfers the Products to any third party, including a Recycling Partner, the Recycling Agent shall:

- a) Procure that such third party re-uses or recycles all such Products (except to the extent that the Products contain Hazardous material in which case they shall be dealt with in accordance with paragraph 23.3 below);
- b) Require that such third party has in place a disposal plan that provides for re-use or recycling of the Products (except to the extent that the Products contain Hazardous material in which case they shall be dealt with in accordance with paragraph 18.3 below) and the Recycling Agent shall monitor the entity's compliance with such plan; and
- c) Ensure that third parties meet the standards detailed in clause 20.1 d) to h); and have all appropriate permits in place.

23.3 To the extent that the Products contain Hazardous material, the Recycling Agent will ensure that this is dealt with by personnel and/or entities with appropriate training and experience, and at all times in accordance with industry best practice, the ASNZ5377:2013 Standard and all applicable laws.

23.4 The Recycling Agent may only transfer possession of and/or title to the Products (or any part of

them) to reputable entities.

#### **24. Recycling Agent Targets**

- 24.1 To achieve the purpose and objectives outlined in this Code, the targets listed in Annexure 3 have been identified for the Recycling Agent.

#### **25. Recycling Agent Reporting:**

- 25.1 The Recycling Agent will provide the following Reports to the TCF and Scheme Members within twenty (20) Working Days of the end of each calendar month:
- a) The number of handsets collected, where collected from and by source (for example, by TCF Scheme Members (aggregated total only), Product Donor, or Dealer); and
  - b) For each individual Scheme Member, the number of handsets collected from them or their authorised Dealers.
- 25.2 The Recycling Agent will provide the following Reports to the TCF and Scheme Members within twenty (20) Working Days of the end of each calendar quarter:
- a) The number of Products that have been Re-used; Recycled; Disposed of, and includes details of the manner of Re-Use, Recycling or Disposal (where and as applicable), the applicable mass in kilograms of the Products that have been so dealt with and the associated fees payable for the Products;
  - b) Hazardous material that forms a part of the Products, and the quantity of and manner of dealing with, such Hazardous material;
  - c) The number of Products sent to each destination;
  - d) Its performance of the Services and Help Desk Services measured against the Service Levels and
  - e) A schedule detailing the Recycling Partners contracted to provide services for the Scheme.
- 25.3 The Reports shall be provided in Excel format and be sent by email to each Scheme Member and to: remobile@tcf.org.nz (or such other email address as may be notified by the TCF to the Recycling Agent from time to time).
- 25.4 The Recycling Agent will also provide additional Reports to the TCF for any abnormal events or trends that occur.

### **I. OTHER CODE REQUIREMENTS**

#### **26. Ministry for the Environment**

- 26.1 The TCF will provide the MfE with an Annual Report that includes:
- a) Details of the Scheme's Membership and participants.
  - b) The Scheme's performance against targets with supporting data including surveys.
  - c) Details relating to Recycling Agent and Recycling Partner environmental compliance such as Basel permits, audit reports etc.
  - d) Review of suitability of targets.
  - e) Any changes or improvements made to the Scheme.
  - f) Summary information that can be made public.
  - g) The information listed in clauses 25.1 a), 25.2 a), b) and c) of this Code.

#### **27. Confidentiality**

- 27.1 The Scheme Members acknowledge that this Code is a public document and that none of its provisions are confidential or commercially sensitive.
- 27.2 All statements made and information or documents provided pursuant to the Scheme are on a confidential basis. If any party supplies information to the Recycling Agent and requests it be

treated confidentially, the Recycling Agent must not disclose that information to any other party or any other person.

## **J. CODE COMPLIANCE FRAMEWORK REQUIREMENTS**

### **28. General**

28.1 Defined terms in this section refer to defined terms set out in the CCF.

### **29. Self-Certification Metrics**

29.1 As part of the self-certification requirements of the CCF, parties must certify that they comply with the following key metrics:

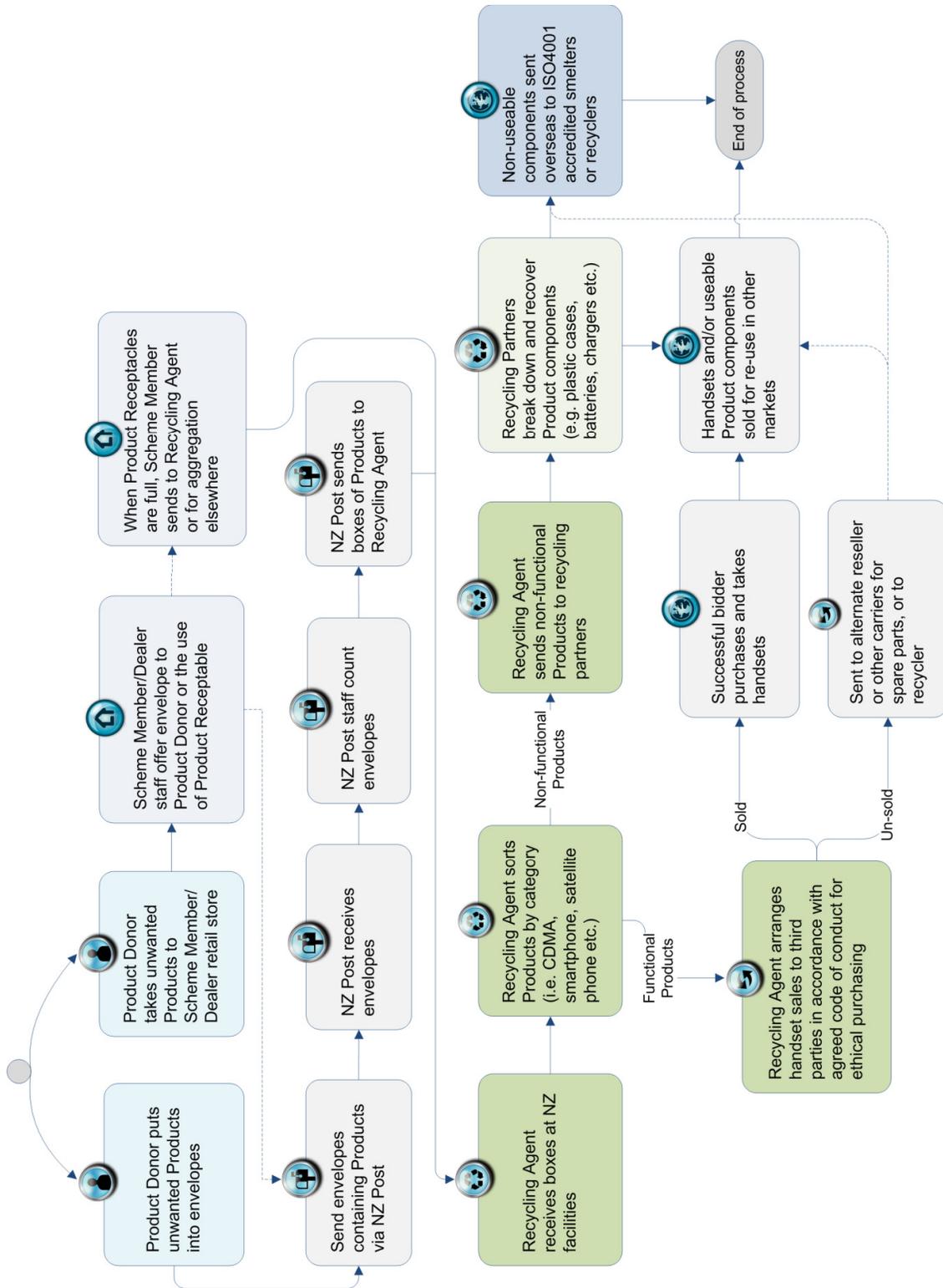
- a) To provide quarterly reports in accordance with clause 18.1, in the time specified.
- b) To promote the Scheme in-store through the display of the Pre-Paid Envelopes and/or Product Receptacle/s that display the Scheme branding.
- c) To advise the number of Product Receptacles in-store at the time of reporting.
- d) To provide information about the Scheme on their website.
- e) To comply with any obligations resulting from MfE approval of the Scheme.
- f) To provide a summary of activity undertaken by the Scheme Member to promote the Scheme.

### **30. Amendments to the Standard Code Compliance Framework Requirements**

30.1 Where the Recycling Agent has reasonable grounds to suspect that a Scheme Member has not complied with a requirement of this Code, the Recycling Agent may submit a Notice of Potential Breach to the Compliance Officer in accordance with the terms of the CCF.

30.2 In addition to the sanctions set out in the CCF, if a Scheme Member is repeatedly found in breach of their commitments and obligations under this Code, or fails to resolve a compliance issue subsequent to receiving a public censure sanction under the CCF, the TCF may, in its sole discretion, expel the Scheme Member from the Scheme.

## K. ANNEXURE 1 - END TO END PRODUCT STEWARDSHIP LIFECYCLE DIAGRAM



## L. ANNEXURE 2 – USE OF SCHEME & BENEFICIARY’S BRAND

### Rules for use of Scheme brand

Scheme Members must adhere to the following rules when using the RE:MOBILE logos and trademarks:

1. Use only master artwork when using the RE:MOBILE logo. Never recreate the logo.
2. Versions of the logo are available as .jpg, .eps, .tiff, .ai and .png files. The artwork is available by contacting the TCF Forum Administrator: <http://www.tcf.org.nz/contact>.
3. The master versions of the RE:MOBILE logo are held by the TCF.
4. Never reproduce the logo in an alternative colour scheme
5. The logo has been designed in black and white so that it can be presented on an alternative background colour.
6. If you are using the ‘make your next call – recycle’ trademark, all letters should be in lowercase and include a hyphen between ‘call’ and ‘recycle’.
7. If you are using the Scheme brand name ‘RE:MOBILE’, all letters should be in uppercase with a colon between ‘RE’ and ‘MOBILE’.
8. The RE:MOBILE logo can be used by all Scheme Members to demonstrate their compliance with and involvement in the Scheme.
9. Never change the proportions of the logo.
10. Do not remove, distort or alter any element of the RE:MOBILE logo. That includes modifying the ‘RE:MOBILE – make your next call recycle’ trademark, for example, through any further hyphenation, combination or abbreviation.
11. Do not shorten, abbreviate, or create acronyms out of the RE:MOBILE trademark.
12. Do not display the RE:MOBILE logo in any manner that implies a relationship or affiliation with, sponsorship, or endorsement or that can be reasonably interpreted to suggest editorial content has been authored by, or represents the views or opinions of the TCF or any Scheme Member.
13. Do not display the RE:MOBILE brand in a manner that is misleading, unfair, defamatory, infringing, libellous, disparaging, obscene or otherwise objectionable to the TCF or individual Scheme Members.
14. Do not adopt marks, logos, slogans, or designs that are confusingly similar to the RE:MOBILE Trademark.
15. Do not register the RE:MOBILE trademark as second-level domain names
16. Adhere to the rules provided by the TCF in relation to the use of the Beneficiary’s brand and the Scheme Agents brand.

### Scheme Trademarks



Words:  
**make your next call - recycle**

## M. ANNEXURE 3 – SCHEME TARGETS

Parameter	Specific Target	Time frame	Party Responsible
<b>1. Changes in customer behaviour</b>	a) The number of mobiles phones thrown into the bin reduces by 2% (from average of 6% in 2012 to average of 4% in 2020).	October 2020 with review every two years	All Scheme Members
	b) The number of mobile phones kept at home unused reduces by 10% (from an average of 26% in 2012 to an average of 16% in 2020)	October 2020 with review every two years	All Scheme Members
	c) The number of collected mobile phones increases from 213,031 in 2012 to more than 292,000 in 2020 (equivalent to 4% CAGR). Individual scheme members will report numbers of handsets passing through their own Buy Back schemes which will count towards this target.	October 2020 with review every two years	All Scheme Members
<b>2. Public awareness of the scheme</b>	Public awareness of the Scheme increases from 50% in 2012 to 64% in 2020.	October 2020 with review every two years	All Scheme Members
<b>3. Staff awareness of the scheme</b>	Each Scheme Member implements at least one internal promotion campaign per year	October 2020	Scheme Members
<b>4. Recycling performance</b>	End of life phones and accessories (not reusable), will be broken down with at least 95% of all materials by weight recovered for reuse in other products increasing to 98% by 2020.	October 2020	Recycling Agent
<b>5. Handset Reuse monitoring</b>	The TCF will monitor and report on Scheme participant's reuse volumes as part of the annual Scheme reporting and set a target for phone re-use after collecting two Scheme years of data.	2016	TCF
<b>6. Recycling provider minimum standards</b>	a) All smelters used by this Scheme will have demonstrated that they have an environmental management system such as ISO14001 in place by October 2015.	By October 2015	Recycling Agent
	b) Any export of phones, data devices, accessories or component materials for reuse or recycling will be made in compliance with all legal requirements and under the correct permit where required, and the Scheme will provide a copy of each applicable permit to the Ministry for the Environment.	Whenever applicable	Recycling Agent
	c) All Recycling Agents and Recycling Partners used by this Scheme will meet minimum standards for reporting data by October 2015.	By October 2015	Recycling Agent
<b>7. Market data</b>	The TCF will establish a system to capture and report data on total number of mobile handsets imported into New Zealand by Scheme Members by October 2014	By October 2014	TCF
<b>8. Scheme review</b>	The TCF will review the Scheme, including scope, within two years of accreditation, and every two years thereafter.	By October 2017	TCF

## N. ANNEXURE 4 – SCHEME DEED

This DEED POLL is made on the \_\_\_\_\_ day of \_\_\_\_\_ (year)

BY \_\_\_\_\_ LIMITED ("Company")

**IN FAVOUR OF THE MEMBERS AND FUTURE MEMBERS OF THE TCF PRODUCT STEWARDSHIP SCHEME AND THE RECYCLING AGENT AND THE TCF**

### BACKGROUND

This deed poll is made under the New Zealand Telecommunications Forum ("TCF") Product Stewardship Scheme ("Scheme") and the New Zealand Telecommunications Forum Code Compliance Framework ("CCF").

By executing this deed poll, the Company agrees to be bound by the terms of the Scheme until such time as the Company ceases to be a Scheme Member.

**NOW BY THE DEED POLL** the Company agrees as follows:

### 1 DEFINITIONS

1.1 All terms defined in the Scheme and used in this deed poll have the same meaning in this deed poll as contained in those documents.

### 2 CREATION OF SCHEME MEMBERS

2.1 With effect from signing, the Company becomes a Scheme Member and agrees to be bound by the Scheme (as amended from time to time).

### 3 COMPANY'S OBLIGATIONS

3.1 The Company agrees to be legally bound by the terms of the Scheme (as amended from time to time) and that it will duly observe and perform its obligations under the Scheme, including the compliance obligations under the CCF.

3.2 The Company agrees that, in respect of each of its Subsidiaries which have not signed a Deed Poll but which would be entitled to become a Scheme Member should that Subsidiary elect to execute a Deed Poll, it will procure that each such Subsidiary complies with the Scheme as if it has executed a Deed Poll. Any failure by such a Subsidiary to comply with the Scheme will be deemed a default by the Company as if the failure of the Subsidiary had been a failure of the Company. This clause will not apply if there is another Scheme Member which is the Holding Company of the Company unless both the Company and that Holding Company give a notice to the Scheme Agent that this clause will apply in respect of the Company and not the Holding Company while the Company remains a Scheme Member.

3.4 The Company covenants in favour of all Scheme Members to act in good faith towards the TCF, Scheme Members and the Recycling Agent in relation to the operation and administration of the Scheme.

3.5 If the Company defaults in any of its obligations under the Scheme, the Company agrees to submit to the enforcement mechanisms contained in the CCF to enforce the obligations contained in the Scheme.

### 4 IRREVOCABLE

4.1 This deed poll is irrevocable, except as provided for in the Scheme.

**5 GOVERNING LAW**

5.1 This deed is governed by and shall be construed in accordance with New Zealand law.

**SIGNED AS A DEED POLL**

\_\_\_\_\_ **LIMITED** hereby acknowledges the terms of this deed poll under the New Zealand Telecommunications Forum ("TCF") Product Stewardship Scheme ("Scheme") and the New Zealand Telecommunications Forum Code Compliance Framework ("CCF") and agrees to be bound by them.

Signed by:

\_\_\_\_\_ Signature of Director\*

\_\_\_\_\_ Name of Director

\_\_\_\_\_ Signature of Director\*

\_\_\_\_\_ Name of Director

\* Or other authorized personnel