

SMARTY Community Anniversary Prize Draw Terms & Conditions – Jan 2024

These terms and conditions are the rules which apply to this Prize Draw. By submitting an entry, entrants will be deemed to have agreed to be bound by them.

Promoter

1. SMARTY Community Anniversary (“**Prize Draw**”) is organised by SMARTY, part of Hutchison 3G UK Limited with registered office at 450 Longwater Avenue, Green Park, Reading, Berkshire RG2 6GF (“**SMARTY**” or “**We**”). The Prizes are (as defined at paragraph 6 below) administered and provided by SMARTY.

Dates

2. The Prize Draw opens on 11th January 2024 at 09:00 and closes on 21st January 2024 at 17:00 (“**Promotion Period**”).

Eligibility

3. To be eligible to enter the Prize Draw entrants must be a SMARTY customer who has registered for the SMARTY Community and who is over 18 years of age and a UK resident (“**Eligible Entrants**”). This Prize Draw is not open to employees of Three or SMARTY, its agents, contractors, consultants, or anyone professionally connected with the Prize Draw.

Entry

4. To enter the Prize Draw, Eligible Entrants must log in to the SMARTY Community platform and comment on the ["Let us know about your favourite bargain"](#) article with an answer to one or more of the questions below during the Promotion Period (“**Qualifying Entries**”). The [SMARTY Community Terms of Use](#) apply to your registration for and use of the SMARTY Community platform.

Please answer at least one of the following questions:

1. What was the best bargain you have ever found?
2. What was the best bargain you have bagged this year?
3. What is your number one tip for getting a good bargain?

Rules

5. The following rules shall also apply to the Prize Draw:

- a. Only one entry per Eligible Entrant will be considered by SMARTY and entered into the Prize Draw.
- b. Late entries will not be taken into consideration in winner selection.
- c. Each entrant warrants that all information submitted by them is true, accurate and complete and SMARTY is not responsible for any information which is invalid or incomplete.
- d. SMARTY reserves the right to exclude and/or disqualify any entry which it deems, in its sole and absolute discretion: (i) to be offensive or inappropriate; (ii) fails to comply with these terms and conditions; and/or (iii) to be contrary to the spirit or intention of the Prize Draw.

Prize

6. Each winner will receive a £100 Amazon Voucher. Prize allocation remains at SMARTY's sole and absolute discretion.

Selection of winner

7. Fifteen winners will be randomly selected by a random number generator computer process, from all Qualifying Entries on 22nd January 2024. The decision will be final and SMARTY will not enter into any correspondence.

Contacting the winners

8. Reasonable efforts will be made by SMARTY to contact the winners of the Prize via Private Message function on the SMARTY Community platform by end of day 22nd January 2024. Eligible Entrants should check their private messages between 22nd and 29th January 2024 and SMARTY shall not be responsible in the event a winner does not claim the Prize because they have failed to do so. If the winner of the Prize cannot be successfully contacted, does not claim the Prizes within 72 hours of notification (by responding to SMARTY in the manner specified in the Private Message), or is unable to comply with these terms and conditions, SMARTY reserves the right to offer the relevant Prizes to another Eligible Entrant (who will be selected in the same manner described in paragraph 7). Failure to respond or failure to meet the eligibility requirements may result in forfeiture of the Prize.

Redeeming your Prize

9. The winner will be required to provide a valid email address to receive their Prize. The winner may also be required to submit additional valid identification before receiving the Prize. Acceptable forms of identification

remain at SMARTY's sole and absolute discretion. The winner warrants that all information submitted by them is true, accurate and complete and SMARTY is not responsible for any information which is invalid or incomplete, including any contact details. SMARTY shall use reasonable endeavours, subject to these terms and conditions, to fulfil the Prize as soon as reasonably possible after the winner has claimed it and confirmed their correct email address.

Privacy

We, and our third party Community provider Khoros, will process any personal data we collect from you, or that you provide to us, when you use the SMARTY Community in accordance with SMARTY's privacy policy and Khoros' privacy policy. For further information on how to access, download and manage the personal information associated with your SMARTY Community account please refer to the Community Terms of Use.

The winner will be confirmed on the thread and identified by their username only. The winner will also be asked when they are contacted by SMARTY (as described in paragraph 8) whether they consent to their first name and entry being used in any SMARTY marketing activity across some or all media channels.

The surname and county of the winner can be obtained after 30th January 2024 by sending an email to **GRP-SMARTYCommunityAdmin@three.co.uk**, within 30 days after the date of the closing date of the Prize Draw. If as the winner you object to this information being published or made available, please contact us at the above address. In such circumstances, we must still provide the information and winning entry to the Advertising Standards Authority on request.

General:

The Prize is not transferable or exchangeable. No cash alternatives will be offered. SMARTY reserves the right at any time to substitute the Prize for an alternative prize of similar or greater value where circumstances beyond our control makes it necessary to do so. Further, we reserve the right to amend these terms and conditions (including altering the Prize) at any time without notice by updating these terms and conditions and publishing them at <https://smarty.co.uk/terms>. No communications will be entered into by SMARTY regarding this. This Prize Draw is free to enter and no purchase is necessary.

All third party terms and conditions relating to the Prize Draw or the Prize itself are beyond our control. SMARTY cannot accept responsibility and will not be liable for any failures to abide by any or all third-party terms applying to the Prize.

SMARTY cannot accept responsibility for entries lost, corrupted, or delayed in transmission or for the failure by any winner to check their Community messages, emails (including junk folder) or voice messages. Under no circumstances will SMARTY (or its parent, subsidiaries and affiliated companies) be liable (unless such liability cannot be lawfully excluded) for any losses, damages, costs or expenses arising from or

in any way connected with any errors, defects, interruptions, malfunctions or delays in the Prize Draw or the Prize (or any aspects of them), and SMARTY excludes liability, to the fullest extent permitted by law, for any loss or damage caused to a winner of the Prize arising out of or connected to the Prize or this Prize Draw. Statutory rights are not affected.

Entry into the Prize Draw signifies your acceptance of these terms and conditions. These terms are governed by English law.

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