

SMARTY Refer-a-Friend Promotion terms and conditions

1. The promoter of the Refer-a-Friend Promotion (**'Promotion'**) is Hutchison 3G UK Limited of Hutchison 3G UK Limited of 450 Longwater Avenue, Green Park, Reading, Berkshire, RG2 6GF trading as "SMARTY" (**'SMARTY', 'Three', 'We' or 'Us'**).

2. The administrator of this Promotion is Buyapowa Limited of 24 Greville Street, London EC1N 8SS (**'Buyapowa'**), who will process referral requests for and on behalf of SMARTY and generate Referral Links (explained below) which can be sent by Existing Customers to their Friends.

3. **Eligibility:** An existing customer who has a SMARTY plan and who has complied with the Terms and Conditions (smarty.co.uk/terms-and-conditions) for using SMARTY (**'an Existing Customer'**) may refer and invite as many of his/her personal friends or family members who are UK residents aged 18 or over (each a **'Friend'**) to take out a SMARTY plan. If you are an employee of Three or Buyapowa, you may enter this Promotion (as an Existing Customer or Friend) only in your personal capacity. Any referrals that we believe (in our sole discretion) to have been submitted or accepted in an unsportsmanlike manner or contrary to the spirit of the Promotion or fraudulently will be disqualified and any Reward awarded will be withdrawn and no correspondence will be entered into.

4. **How to refer a Friend (Existing Customers):** As an Existing Customer, you must first activate your SMARTY plan before you may refer a Friend. Following activation, you may refer a Friend by carrying out the following steps:

a. Access the dashboard from smarty.co.uk/login (**'Website'**) and browse to the dedicated Refer a Friend page from the menu or via a link on the dashboard, or log into the SMARTY App (**'App'**). You can then access a unique sharing link personal to you (**'Referral Link'**). Please note that by sharing your link with a Friend you agree to:

i. Buyapowa processing your name and email address under SMARTY's instructions in order to log and process the referral and Promotion and to generate a Referral Link; and

ii. Buyapowa and SMARTY sharing your first name and surname with your Friend, so that they know who has referred them.

If you do not agree to the use of your information in this manner, you should not enter this Promotion.

b. Send the Referral Link to a Friend for acceptance. You should only share the link with Friends who wish to receive this from you.

c. Continue to be an active user of your SMARTY SIM plan without any pauses and not cancel your plan until at least the Qualifying Acceptance of your Friend (detailed below).

Successfully carrying out steps 4 a., b. and c. above shall be regarded as a **'Qualifying Referral'**. An Existing Customer may carry out as many Qualifying Referrals as he/she likes, provided they are to genuine/personal Friends and not distributed in an unsportsmanlike manner e.g. mass distributed on social media to unknown members of the public, which will result in disqualification.

5. **How to accept a referral (Friends):** To accept a referral and unlock a Reward for both you and the referring Existing Customer, you (as a Friend) must carry out the following steps within the Promotion Period:

a. Receive a Referral Link personally from an Existing Customer.

b. Click on the Referral Link, which will take you to smarty.co.uk where you can choose a plan.

- c. Purchase any SMARTY plan using the online order process.
- d. Activate your SMARTY plan via the dashboard at smarty.co.uk/login or via the App and, if you have purchased a Voice Plan, put the SIM in your phone and turn your phone on and start using your plan.
- e. You (Friend) and your referrer (Existing Customer) shall be, and continue to be, without any pauses, an active SMARTY customer using their SMARTY plan (and not cancel) until at least after your second month's renewal from activation. We recommend ensuring that you have auto-renew enabled to avoid accidentally not renewing.

Successfully carrying out steps 5 a. – e. above shall be regarded as a '**Qualifying Acceptance**' and the Qualifying Referral will have been '**Accepted**'. Once you have carried out steps 5 a. – d. above, you will then also be considered an Existing Customer and may also refer your Friends to SMARTY in accordance with these terms.

Please note that by using the Referral Link and purchasing a SMARTY plan through this, you agree to:

- i. Buyapowa processing your name and email address under SMARTY's instructions in order to log and process the referral and Promotion; and
- ii. Buyapowa and SMARTY sharing your first name and surname with the Existing Customer that sent you the Referral Link, so that they know you have used it.

If you do not agree to the use of your information in this manner, you should not enter this Promotion.

6. Reward:

- a. Once a Qualifying Referral has been made by an Existing Customer and his/her Friend has concluded a Qualifying Acceptance, both the Existing Customer and Friend are eligible for a Reward.
- b. The Reward offered by SMARTY, the criteria for Qualifying Referral and Qualifying Acceptance and the terms of the Promotion, may change from time to time without notice and there is no guarantee that any Reward offered will be the same/similar value. The Reward offered will be the Reward available on the date the Qualifying Acceptance is made by the Friend. These Terms will be updated to reflect any new rewards introduced. Currently the Existing Customer and his/her Friend will each receive a £10 Gift Card (as defined below).
- c. For the current Reward, no later than 30 days after the Qualifying Acceptance, both the Existing Customer and the Friend will receive an email from Buyapowa offering them a choice of one of the following rewards: a £10 John Lewis & Partners voucher; a £10 Uber voucher; OR a £10 Amazon.co.uk Gift Card (each a "**Gift Card**"). **Each of the Existing Customer and the Friend must click the link within the email and make his/her choice of Gift Card within 90 days of receiving the email.** Once the choice of Gift Card is selected, this is unable to be changed or exchanged.

Here is a worked example for the Gift Card Reward:

- On 1 November 2023, Susan takes out and activates a 1 month 16GB SMARTY Plan.
- On 4 November 2023 Susan activates her SIM and becomes eligible to refer her Friends to SMARTY (she becomes an Existing Customer).
- On 20 November 2023, Susan makes a Qualifying Referral to her Friend, Greg.
- On 22 November 2023, Greg takes out a 1 month 5GB SMARTY Plan.

- On 27 November 2023, Greg activates his SMARTY SIM via the dashboard at smarty.co.uk/login and then puts it into his smartphone and turns his phone on and starts using his plan.
- On 27 December 2023, Greg renews his plan and moves into his second consecutive month as an active SMARTY customer. Susan is also still an active SMARTY customer. Greg has therefore Accepted Susan's referral and both Greg and Susan are now eligible for a reward.
- No later than 26 January 2024 (30 days after becoming eligible for a reward), both Greg and Susan will receive an email from Buyapowa offering them the choice of Gift Card.
- Both Susan and Greg must click on the link within the email and make their choice of Gift Card within 90 days of receiving the email.

d. An Existing Customer will receive a Reward for each and every Qualifying Referral which has resulted in a Qualifying Purchase provided that they are otherwise eligible under these terms.

e. The Reward is not transferable/assignable and no cash alternative will be offered.

f. The Gift Card may be subject to additional terms and conditions, including that of Buyapowa and/or the issuer of the Gift Card. The validity periods for each Gift Card is stated in the Gift Card Provider's terms and conditions. Each recipient of a Gift Card agrees that the cost of, and the responsibility for, complying with such additional terms and conditions will be borne solely by them, and that all third-party terms and conditions relating to the Gift Card are beyond SMARTY's control. Gift Cards should be treated like cash and kept securely and cannot be replaced if lost or stolen.

7. **Other:** You acknowledge that the Referral Links are provided by Buyapowa, are provided on an as-is' basis, and are beyond SMARTY's control. We cannot accept responsibility for entries lost, corrupted or delayed in transmission. Under no circumstances will we (or our 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 Promotion or any reward connected with the Promotion and we exclude liability, to the fullest extent permitted by law, for any loss or damage caused to you arising out of this Promotion or any rewards.

8. **Privacy:** In order to administer and facilitate the Promotion and fulfil the reward to you (as a Friend or as an Existing Customer, as applicable), we need to share your information with our agency, Buyapowa who will only use your data for these purposes and in accordance with our [Privacy Policy](#). Your name will also be shared with your Friend/Existing Customer who referred you, as applicable. You consent to your personal data being used and shared in this way when you participate in the Promotion. You can withdraw your consent to your personal data being used in this way at any time by emailing DPA@smarty.co.uk, but understand that in doing so you forfeit your ability to receive the reward. Our use of the personal data you provide to us in connection with the Promotion, and when you become a SMARTY customer, will also be subject to our [Privacy Policy](#).

9. **Governing law:** These terms and conditions shall be governed by and construed in accordance with English law unless you live in Scotland in which case, where required by law it will be governed by Scottish law. Each of us agrees to only bring legal actions about this agreement in a UK court.

10. **Variation to these terms:** If we withdraw, amend, extend or otherwise vary these terms, we will update them on our Website. If we withdraw the Promotion in its entirety, any rewards properly due to an Existing Customer or Friend where a Qualifying Acceptance is made prior to withdrawal shall be honoured. These terms were last updated on 1 November 2023.