

Version 2.0 June 2022

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.

4. **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unsportsmanlike manner or contrary to the spirit of the Promotion will be disqualified and any Reward awarded will be withdrawn and no correspondence will be entered into.

5. **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. You will then need to complete a form (as directed) to access a unique sharing link personal to you (**'Referral Link'**) together with sharing options (e.g. to enable you to share via email, on Facebook etc.). Please note that by submitting your information (including your name and email address (**your 'Referral Information'**)) and clicking 'I AGREE', you agree to:

- i. Buyapowa processing the Referral Information under SMARTY's instructions in order to log and process the referral and 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 this use of your information, 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.

Successfully carrying out steps 5 a. and b. 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.

6. **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 SIM via the dashboard at smarty.co.uk/login and then put it in your phone and turn your phone on.
- e. Continue (and not cancel) your SMARTY plan for at least 14 days from activation of your SIM.

Successfully carrying out steps 6 a. – e. above shall be regarded as a ‘**Qualifying Acceptance**’ and the Qualifying Referral will have been ‘**Accepted**’. Once you have carried out steps 6 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.

7. **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 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. Currently the Existing Customer and his/her Friend will each receive one (1) month of their chosen plan’s Monthly Charge free if the Qualifying Acceptance is made by **5th July 2022**. The free month will be applied as a credit at the beginning of the next billing month following the Qualifying Acceptance -

For the one (1) month free here is a worked example:

- On 1 May 2022, Susan takes out and activates a 1 month 8GB SMARTY Plan.
- On 4 May 2022 Susan activates her SIM and becomes eligible to refer her Friends to SMARTY (she becomes an Existing Customer).
- On 20 May 2022, Susan makes a Qualifying Referral to her Friend, Greg.
- On 22 May 2022, Greg takes out a 1 month 4GB SMARTY Plan.
- On 25 May 2022, 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.
- On 8 June 2020, 14 days after Greg’s SIM activation, Greg has Accepted Susan’s referral and both Greg and Susan are now eligible for a reward. **The reward they are offered will be the reward available on this date.**
- On 1 July 2022 (i.e. the start of Susan’s next billing month), Susan auto-renews her 1 month 8GB SMARTY Plan and receives her reward of a free month.
- On 25 June 2022 (i.e. the start of Greg’s next billing month), Greg moves from his 1 month 4GB SMARTY Plan to a 1 month 8GB SMARTY Plan and receives his reward of a free month.

c. The credit applied for the reward can only be used to cover the Monthly Charge and not any other charges (including without limitation Out of Bundle Service Charges, Additional Service Charges, account administration fees, fees for Connection and re-Connection and any costs incurred in collecting outstanding payments).

d. An Existing Customer may receive multiple rewards provided they have made a Qualifying Referral which has resulted in a Qualifying Purchase and they are otherwise eligible under these terms. In the

free month reward example, the rewards will be applied concurrently for successive months until they are all used. For other rewards, they may be applied concurrently in each successive month or they may be applied all at once – these Terms will be updated to reflect any new rewards introduced.

e. A Reward is not transferable / assignable and no cash alternative will be offered. Therefore in the free month reward example, if an Existing Customer left SMARTY before receiving all their free month rewards they would not be entitled to any refunds or cash alternatives.

8. How the reward works if you have a Data Discount Plan: The free month reward cannot be used in conjunction with any other promotional offers or discounts. Therefore if you receive a free month reward at the beginning of your billing month, you will not also receive any discount that would normally be applied to that billing month based on unused data from the previous billing month (if applicable). You may once again receive a discount for unused data the next billing month in which you are not entitled to a free month reward but this will not be cumulated. The discount will always be based on the amount of unused data in the immediately preceding billing month only.

9. 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.

10. 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](#). 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](#).

11. 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.

12. 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.