

## 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](https://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 and not already a SMARTY customer (each a **'Friend'**) to take out a SMARTY plan. There are certain steps and terms that both the Existing Customer and the Friend must take in order for the referral to qualify for the Reward (these are detailed below). 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manner or contrary to the spirit of the Promotion or fraudulently will be disqualified and any Reward awarded will be withdrawn and no correspondence will be entered into.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):

a. As an Existing Customer, you must first activate your SMARTY plan before you may refer a Friend.

b. Following activation, to refer a Friend please access the dashboard from [smarty.co.uk/login](https://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 choose how you want to refer a Friend from the following three choices:

(i) by sending a unique personal referral link to your Friend (**'Referral Link'**) and they can use the link to order a SIM from SMARTY with an associated Plan of their choice; or

(ii) by requesting a physical Referral SIM (**'Physical Referral SIM'**) to be sent to you that you can give to your Friend (**'Physical SIM to Referrer'**), and then they activate that SIM and choose a Plan of their choice. The Physical Referral SIM is automatically linked to your unique referral link; or

(iii) by requesting a Physical Referral SIM is sent direct to your Friend (**'Physical SIM to Friend'**), and then they activate that SIM and choose a Plan of their choice. The Physical Referral SIM is automatically linked to your unique referral link.

If you activate your SMARTY plan on or after 7 August 2024, you will also be sent a Physical Referral SIM in the post approximately 3 days after you've activated your plan. This SIM is also automatically linked to your unique referral link – so just give it to a friend! Any earlier "bonus SIMs" that you received with your original SIM do not work for referrals under the Promotion, and so instead choose from one of the 3 ways above to refer a friend to ensure you get the Promotion.

c. Please note that by sharing your Referral Link and or Physical Referral SIM 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.

iii. Buyapowa and SMARTY processing your Friend's personal data in order to share your Referral

Link or Physical Referral SIM with them. You also agree that you will only provide your Friend's personal data to us if you have the permission from the Friend to share that personal data with us for this use.

If you do not agree to (i) to (iii) of this paragraph then you should not enter this Promotion.

- d. 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).
- e. Successfully carrying out steps 4 a. - d. 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. For Physical SIM referrals, you are limited to sending only 2 of these per month, but you can send as many Referral Links as you wish provided you are complying with these Terms.
- f. **The Reward that you (Existing Customer) and your Friend will each receive after the Qualifying Acceptance will be determined in accordance with paragraph 6.**

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

- a. Receive a Referral Link personally from an Existing Customer or receive a Physical Referral SIM either sent direct from us at the request of an Existing Customer (Physical SIM to Friend) or given to you personally by an Existing Customer (Physical SIM to Referrer).
- b. Choose a Plan:
  - i. If you have a Referral Link then click on the Referral Link, which will take you to smarty.co.uk where you can choose a Plan that suits you; or
  - ii. If you have a Physical Referral SIM then go to smarty.co.uk to activate your SIM and choose a Plan that suits you.
- c. Conclude a purchase of any SMARTY Plan using the online order process following the steps in (b) above.
- d. If you were referred using a Referral Link then activate your SMARTY SIM once received in the post via the dashboard at smarty.co.uk/login or via the App.
- e. Put the SIM in your device and turn your device on.
- f. You (as the Friend) and your referrer (Existing Customer) shall be, and continue to be, without any pauses, an active SMARTY customer using your SMARTY plans (and not cancel) until at least after your (as the Friend) second month's renewal from activation. We recommend ensuring that you have auto-renew enabled to avoid accidentally not renewing.
- g. You (as the Friend) do not join a Group plan within the first two months of activating your SIM with SMARTY.
- h. Please note that by participating in this Promotion and purchasing a SMARTY plan through this, you agree to:
  - i. Buyapowa processing your name, email address and postal 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 or Physical Referral SIM, 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.

- i. Successfully carrying out steps 5 a. – h. above shall be regarded as a ‘**Qualifying Acceptance**’ and the Qualifying Referral will have been ‘**Accepted**’. The ‘**Qualifying Acceptance Date**’ shall be the date of your (as the Friend) second month renewal date after activating your SMARTY SIM assuming all other elements of Qualifying Acceptance are met.
- j. **The Reward that you (as the Friend) and your referrer (Existing Customer) will each receive after the Qualifying Acceptance will be determined in accordance with paragraph 6.**
- k. Once you have carried out steps 5 a. – e. above, and remain active, you will then also be considered an Existing Customer and may also refer your Friends to SMARTY in accordance with these terms.

**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 Qualifying Acceptance Date. These Terms will be updated to reflect any new rewards introduced.
- c. Currently the Existing Customer and his/her Friend will each receive a Gift Card (as defined below) provided there is a Qualifying Acceptance. This Gift Card value is based upon the Friend’s Plan monthly cost on the Qualifying Acceptance Date:

<b>Friend’s Plan monthly cost on the Qualifying Acceptance Date</b>	<b>Gift Card value for both Existing Customer and Friend</b>
£9.99 or less per month	£5 Gift Card
£10-£14.99 per month	£10 Gift Card
£15 or more per month	£20 Gift Card

- d. **When is the Reward sent?** No later than 30 days after the Qualifying Acceptance Date, both the Existing Customer and the Friend will receive an email from Buyapowa offering them a choice of one of the following rewards: a John Lewis & Partners voucher; a Uber voucher; OR an Amazon.co.uk Gift Card (each a “**Gift Card**”) to the value detailed in the table above. **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 at £6 per month.

– On 27 November 2023, Greg activates his SMARTY SIM via the dashboard at [smarty.co.uk/login](https://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 (still on the 5GB for £6) 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 (Qualifying Acceptance Date). *[Note: if Greg had joined a Group then neither he or Susan would be 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 at the relevant value based upon Greg's plan at the Qualifying Acceptance Date (as Greg is on a £6/month plan both he and Susan will get a £5 Gift Card). *[Note: if Greg was on the Unlimited Plan for £20/month then both he and Susan would get a £20 Gift Card]*

- Both Susan and Greg must click on the link within the email and make their choice of Gift Card (from the list of offered retailers) within 90 days of receiving the email.

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

f. The Reward is not transferable/assignable and no cash alternative will be offered. Gift Cards should be treated like cash and kept securely and cannot be replaced if lost or stolen.

g. The Reward may be subject to additional terms and conditions, including that of Buyapowa and/or the issuer of the Reward. The validity periods for each Gift Card is stated in the Gift Card Provider's terms and conditions. Each recipient of a Reward 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 Rewards are beyond SMARTY's control.

**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](#). For Physical Referral SIMs we will also share your information with our logistics partners as required to facilitate shipping the Physical Referral SIMs 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](mailto: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 7 August 2024 (version 3).