

SMARTY Customer Survey Prize Draw Terms & Conditions – MARCH 2020

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 Customer Survey prize draw ("**Prize Draw**") is organised by Hutchison 3G UK Limited of Star House, 20 Grenfell Road, Maidenhead, Berkshire, SL6 1EH ("**SMARTY**" or "**We**"), trading as SMARTY ("**SMARTY**"). The Prizes are (as defined at paragraph 6 below) administered and provided by SMARTY.

Dates

2. The Prize Draw opens on Friday 20th 2020 at 4PM and closes on Monday 30th March 2020 at 12PM.

Eligibility

3. To be eligible to enter the Prize Draw entrants must be a SMARTY customer, who completes the "SMARTY Customer Survey" and opts-in in to the Prize Draw, they must be over 18 years of age and a UK resident ("**Eligible Entrants**"). Entrants may be required to provide photographic ID to prove their eligibility. This Prize Draw is not open to employees of SMARTY, its agents, contractors, consultants, or anyone professionally connected with the Prize Draw.

Entry

4. To enter the Prize Draw, Eligible Entrants must complete the "SMARTY Customer Survey" and opt in to the Prize Draw. Personal details including name, telephone number and email address will be captured ("**Qualifying Entries**").

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. Multiple entries will render all entries made by that person void.
 - 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. There will be eleven separate winners; one will receive a £250 Amazon Voucher and ten will receive a £100 voucher each. Only one Prize per winner will be awarded. Prize allocation remains at SMARTY's sole and absolute discretion.

Selection of winners

7. The winners will be randomly selected by a computer process, under independent supervision, from all Qualifying Entries on Monday 30th March. 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 each Prize via email or telephone **by Friday 3rd April 2020**. Eligible Entrants should check their junk mail and/or telephone voice messages between Monday 30th March and Friday 3rd April 2020 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 winners of the Prizes cannot be successfully contacted, do not claim the Prizes within 72 hours of notification (by responding to SMARTY), or are 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 Prizes.

Redeeming your Prize

9. The winners of the SMARTY Customer Survey Prize Draw may be required to submit additional valid identification before receiving the Prize. Acceptable forms of identification remain at SMARTY's sole and absolute discretion. Each 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 winners have claimed it and confirmed via email.

Privacy

10. Any personal data collected by SMARTY in connection with this Prize Draw will be used to administer and fulfil this Prize Draw. Information that entrants supply

when entering the Prize Draw will be used only in accordance with SMARTY's Privacy Policy and these terms. Our use of such information will also be subject to our Privacy Notice contained in section 13 of the Terms and Conditions governing the use of SMARTY's Services. To view SMARTY's Privacy Policy, see: <https://cdn.smarty.co.uk/files/SMARTY-Online-Privacy-Policy.pdf>

General:

- 11.** The Prize is not transferable or exchangeable. No cash alternatives will be offered. Three 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 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.
- 12.** Each winner of the Prize agrees to cooperate with any reasonable requests made by SMARTY relating to any post-winning promotional activity (such as including their first name and entry being used in any, and all, SMARTY marketing activity across all media). SMARTY is required to publish or make available information to show that a valid award took place under this Prize Draw. To comply with this SMARTY will send the surname and details of the region/town of residence of major prize winners (and, if applicable, copies of their winning entries) to any person who writes to Head of Legal – MMIP, Hutchison 3G UK Ltd, Star House, 20 Grenfell Road, Maidenhead, SL6 1EH (enclosing a self-addressed envelope) within one month of the closing date stated in paragraph 2. If you enter this Prize Draw and object to any or all of these details being published or made available, please contact Three's Head of Legal – MMIP, as above. In such circumstances, SMARTY must still provide the information and winning entry to the Advertising Standards Authority if requested.
- 13.** This Prize Draw is in no way endorsed by, sponsored by, associated with or administered by any third parties.
- 14.** 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.
- 15.** SMARTY cannot accept responsibility for entries lost, corrupted, or delayed in transmission or for the failure by any winner to check their 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.

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