

Friend in Need Collectors Prize Draw Terms & Conditions

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.

1. **Promoter:** Friend in Need Collectors ("**Prize Draw**") is organised by Hutchison 3G UK Limited trading as SMARTY, Registered Office: Star House, 20 Grenfell Road, Maidenhead, Berkshire, SL6 1EH ("**SMARTY**" or "**We**"). The Prizes are administered and provided by SMARTY.
2. **Dates:** The Prize Draw opens on 20th November 2018 at 9am GMT and closes on 3rd December 2018 at 23.59 GMT.
3. **Eligibility:** To be eligible to enter the Prize Draw entrants must be over 18 years of age, a UK resident and the holder of a valid Facebook account ("**Eligible Entrants**"). Entrants may be required to provide photographic ID to prove their eligibility. This Prize Draw is not open to employees of Three, its agents, contractors, consultants, or anyone professionally connected with the Prize Draw.
4. **Entry:** To enter the Prize Draw, Eligible Entrants must comment what relic phone they still have, below our post on <https://www.facebook.com/SMARTYMobile>, for a chance to win an Apple iPhone XR (64GB). Personal details including Facebook URL and name will be captured ("**Qualifying Entries**").
5. **Rules:** 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, by that specific person, as void.
 - b. Late entries will not be taken into consideration in selection of the winner.
 - c. The winner warrants that all information submitted by them is true, accurate and complete and Three is not responsible for any information which is invalid or incomplete.
 - d. SMARTY reserves the right to exclude and/or disqualify any entries which it deems, in its sole and absolute discretion, to be (i) offensive, inappropriate or defamatory (ii) failing to comply with these terms and conditions and/or (iii) is contrary to the spirit or intention of the Prize Draw.
6. **Prize: One lucky winner** will a new Apple iPhone XR (64GB). Only one prize per winner will be awarded. Allocation of the prizes remains at SMARTY's sole and absolute discretion.
7. **Selection of winner: The winner** will be randomly selected, under independent supervision, from all Qualifying Entries by 6th December. The decision will be final and SMARTY will not enter into any correspondence.
8. **Contacting the winner:** Reasonable efforts will be made by SMARTY to contact the winner of the Prize via Facebook direct message by 13th December 2018. If the winner of the Prize cannot be successfully contacted, does not claim the Prize within 7 days of

notification (by responding to SMARTY), or is unable to comply with these terms and conditions, SMARTY reserves the right to offer the relevant Prize to another Eligible Entrant. Failure to respond or failure to meet the eligibility requirements may result in forfeiture of the Prize.

9. **Redeeming your Prize:** The winner will be required to provide a valid email address to receive their Prize. Winner may also be required to submit additional valid identification before receiving the Prize. 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.
10. **Privacy:** Information that entrants supply when entering the competition will be used only in accordance with SMARTY's Web Privacy Policy and these terms. Our use of such information will also be subject to our Privacy Notice contained in Section 12 of the Terms and Conditions governing the use of smarty Services. To view SMARTY'S Web Privacy Policy, click here: <https://smarty.co.uk/legal/smarty-online-privacy-policy-v2.0.pdf>
11. **General:**
 - a. The Prize is not transferable. No cash alternatives will be offered. SMARTY reserves the right at any time to substitute an alternative prize of similar or greater value. Further, we reserve the right at any time to cancel, modify or supersede the Prize Draw (including altering the Prize). No communications will be entered into by us regarding this. This Prize Draw is free to enter and no purchase is necessary. The winner of the Prize agrees to cooperate with any reasonable requests made by SMARTY relating to any post-winning promotional activity (such as including his/her first name and entry being used in any and all SMARTY marketing activity across all media).
 - b. This Prize Draw is in no way endorsed by, sponsored by, associated with or administered by Facebook or Apple.
 - c. SMARTY cannot accept responsibility for entries lost, corrupted, or delayed in transmission. 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 Three 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.
 - d. Entry into the Prize Draw signifies your acceptance of these terms and conditions. We also reserve the right to amend these terms and conditions at any time without notice. Any changes to the terms will be published at <https://smarty.co.uk> These terms are governed by English law.