

# **SMARTY Jan Sale Promotion – 3 months for the price of 1**

1. **Promoter:** The Promoter is Hutchison 3G UK Limited of Star House, 20 Grenfell Road, Maidenhead, Berks, SL6 1EH trading as "SMARTY" ("SMARTY", "Three", "We" or "Us").
2. **Promotion:** The promotion will run between 20th December 2018 – 4th February 2019 (the "Promotion Period"). The promotion may be withdrawn, amended or extended, at any time by SMARTY through an update to these terms on Smarty.co.uk. If the promotion is withdrawn, any Reward (defined below) due as a result of a Qualifying Entry (defined below) made within Promotion Period and prior to the withdrawal will be honoured.
3. **Entry:** To be eligible to enter the promotion and receive the Reward you must:
  - (a) be a resident in the UK and over 18 years old;
  - (b) purchase any SMARTY plan and activate your SIM by 18th February 2019;
  - (c) comply with the Terms and Conditions for using SMARTY, including paying your first month in full and on time; and
  - (d) not be an employee or agent of SMARTY or anyone professionally connected to this Promotion or any group company of SMARTY.

(complying with 3(a)-(d) shall result in a "Qualifying Entry").

4. **Reward:** If you satisfy the requirements of a Qualifying Entry within the Promotion Period, your second and third monthly charge of your SMARTY plan:
  - (a) will be free of charge if you continue with the same plan; or
  - (b) will be discounted by the value of your first monthly charge if you change to a more expensive plan (N.B. any out of bundle or additional service charges will remain chargeable).
5. **General:**
  - (a) Only one Reward per person. Reward is non-transferable/assignable and there is no cash alternative.
  - (b) The Reward is not redeemable in conjunction with any other offer or promotion.
  - (c) We reserve the right at any time to substitute the Reward with an alternative reward of similar or greater value.
  - (d) SMARTY reserves the right to disqualify any entries which it deems, at its sole discretion, to contravene the spirit of the Promotion and any Reward, if awarded, will be withdrawn.
  - (e) SMARTY reserves the right, acting reasonably and in accordance with all relevant legislation and codes of practice, to vary the terms and conditions of the Promotion (including, without limitation, to cancel, modify or supersede the

Promotion (including altering the Reward) by changing these terms and conditions. No correspondence will be entered into by SMARTY.

- (f) SMARTY cannot accept responsibility for entries lost, corrupted, or delayed in transmission. Under no circumstances will Three (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 promotion, SMARTY landing page and/or website, or any Reward connected with the Promotion and it excludes liability, to the fullest extent permitted by law for any loss or damage caused to the recipients of the Reward.
- (g) Entry into the Promotion signifies acceptance of these terms and conditions, which are governed by English law.
- (h) These terms and conditions shall be governed by and construed in accordance with the laws and England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.