

NOW Music Gift with Purchase for Current SMARTY Customers Promotion terms and conditions – July 2019

Promoter

1. The Promoter is Hutchison 3G UK Limited of Star House, 20 Grenfell Road, Maidenhead, Berks SL6 1EH, trading as SMARTY (“**SMARTY**”).

Promotion Period

2. The NOW Music Gift with Purchase for Current SMARTY Customers promotion (“**Promotion**”) will commence at 00:00 BST on 30 July 2019 and will close at 22:00 BST on 14 August 2019 or, if sooner, once the Gifts available (see 7 below) have been validly redeemed (the “**Promotion Period**”).

Eligibility

3. To be eligible to participate in the Promotion, you must:

- a) be a resident of the United Kingdom or Northern Ireland and aged 16 or over;
- b) be a current SMARTY customer on either an X Small, Small or Medium SMARTY Plan which auto-renews within the Promotion Period;
- c) change your current plan to the Promotion Plan (as defined in clause 6 below) during the Promotion Period;
- d) comply with the Terms and Conditions for using Smarty, including holding (and not cancelling) your Promotion Plan for 14 days from the date of purchase;

(“**Participant**”) and follow the gift redemption steps set out in ‘How to Claim Gift’ below.

4. By way of a worked example:

- On 5 July 2019 Susan took out and activated a 1 month Small SMARTY Plan. Susan was billed £7.50 for her purchase of the 1 month Small SMARTY Plan.
- On 6 July 2019 Susan activated her SIM.
- On 7 July 2019 Susan logged-in to her SMARTY Dashboard. Susan updated her Payment settings and selected the Auto-renew option. Susan clicked the Update Payment Settings button to confirm these changes.
- Susan’s SMARTY Plan will auto-renew on 4 August 2019. Susan will be eligible to participate in this Promotion as she has selected the auto-renew option and has an auto-renewal date within the Promotion Period.
- On 1 August 2019 Susan changes her 1 month Small SMARTY Plan to the Promotion Plan. This change will automatically go through when Susan’s account auto-renews on 4 August 2019.
- On 4 August 2019 Susan’s plan auto-renews to the Promotion Plan.
- On or around 19 August 2019 Susan will receive an SMS containing a redemption code for the Gift to her SMARTY phone number.

5. SMARTY Customers that:

- a) have not selected the Auto-renew option; or
- b) have selected the Auto-renew option but have an auto-renewal date that is outside of the Promotion Period,

will not be eligible to participate in the Promotion.

Offer

6. Participants who move up to a Large SMARTY Plan (“**Promotion Plan**”) within the Promotion Period are eligible to receive a 6-month subscription to NOW Music (“**Gift**”) free of charge, subject to stock availability.

7. Limited availability - there are around 600 Gifts to be given away as part of the Promotion. We will notify you once all Gifts have been redeemed by updating these terms and conditions.

8. Only one Gift per Participant. Gifts are non-transferable and there is no cash alternative. SMARTY reserves the right to substitute the Gift for a gift of equal or greater value.

How to Claim Gift

9. We will send a SMS containing a redemption code for the Gift to your SMARTY phone number (“**Code**”), usually 15 days after you purchase a Promotion Plan.

10. Once you have received your Code you can redeem your Gift at: www.nowmusic.app/giftcard, where you will be prompted to enter your Code and log in or create a NOW Music account and comply with NOW Music’s sign-up process to activate your Gift.

11. You will be required to enter payment information for your NOW Music account which will be used only when your Gift expires. You can cancel your subscription in accordance with NOW Music’s cancellation policy before your Gift expires without charge.

12. Once your Gift is activated, NOW Music will send you a confirmation SMS containing a download link to access the NOW Music app.

13. All Gifts will be activated upon redemption, provided your Promotion Plan remains active during this period.

14. All redemptions must be made by 4 September 2019 11:59pm BST.

15. This Promotion cannot be redeemed in conjunction with any other promotion. Participants will be subject to NOW Music’s terms and conditions which can be found at <https://www.nowmusic.app/terms> and are outside of our control.

16. You will need access to the internet to redeem this Promotion.

Other

17. The Promotion is not redeemable with any other offer.

18. SMARTY reserves the right to disqualify any Participant's entry which it deems, at its sole discretion, to contravene the spirit and/or terms and conditions of this Promotion and any Gift must be returned immediately.

19. If you lawfully return your Promotion Plan, you must also return the Gift.

20. SMARTY shall have the right, where necessary, to undertake all such action as is reasonable to protect itself against fraudulent or invalid claims to a Gift, including, without limitation, to require further verification as to proof of purchase of a Promotion Plan, as well as the identity of a Participant.

21. Any third party terms and conditions relating to the Gift are beyond the control of SMARTY. Each Participant agrees that the cost of and the responsibility for complying with such terms and conditions will be borne solely by them.

22. 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 Gift) by changing these terms and conditions. No correspondence will be entered into by SMARTY.

23. Information that Participants supply when entering the Promotion will be used only in accordance with these terms and conditions, SMARTY's Privacy policy, and SMARTY's Terms and Conditions governing the use of SMARTY Services. See SMARTY.co.uk/terms.

24. SMARTY cannot and does not accept responsibility for Promotion 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 Promotion, redemption process for the Gift, or any Gift 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 Gifts.

25. Entry into the Promotion signifies acceptance of these terms and conditions, which are governed by English law.