

Affiliates Exclusive Unlimited Plan for £18 plus Amazon.co.uk Gift Card Offer.

Unlimited Plan for £18 offer terms

Affiliates exclusive Unlimited Plan for £18 (standard price £20) applies to the current SMARTY 1-month Unlimited Plan when purchased via a promotion page managed by an Affiliate. Offer price available or up to your first 12 continuous months on the SMARTY Unlimited Plan.

- Promoter:** The Promoter is Hutchison 3G UK Limited, Great Brighams Mead, Vastern Road, Reading, Berkshire, RG1 8DJ trading as SMARTY (“**Smarty**”).
- Dates:** The Promotion will commence at 12:01 GMT on 10th August 2021 and will close at 12:00 GMT on 31st August 2021 (“**Promotion Period**”).
- Offer:** Consumers accessing the SMARTY website via promotion page hosted by an authorized affiliate of SMARTY (“**Affiliate**”) can purchase the current SMARTY 1-month Unlimited Plan (“**Eligible Plan**”) for £18 (“**Promotional Price**”) and benefit from the Promotional Price for up to their first 12 continuous months on the Eligible Plan (the “**Promotion**”).
- Eligibility:** To be eligible for this Promotion, you must:
 - be resident in the UK and over 16 years old;
 - be a new SMARTY customer who accesses an Affiliate’s website during the Promotion Period, finds the applicable offer and clicks the link to access SMARTY’s landing page;
 - purchase the Eligible Plan online on SMARTY’s website during the Promotion Period;
 - activate your SIM online on SMARTY’s website, in accordance with our ‘Additional SMARTY Terms’, within 2 weeks of receiving the SIM;
 - and 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, (an “**Eligible Customer**”) and follow the promotion steps set out below.
- Promotion steps:** The **Promotional Price** is available for a maximum of 12 consecutive months on the **Eligible Plan**. To receive the Promotional Price for the maximum 12 months, following purchase and SIM activation Eligible Customers must: set up their account to auto-renew (or alternatively manually renew their **Eligible Plan** within 12 hours of their pre-paid billing cycle end date); and remain on the Eligible Plan for 12 consecutive months from the date of SIM activation.
- This Promotion will only be available to Eligible Customers for so long as SMARTY offers the Eligible Plan in its current form. SMARTY reserves the right to withdraw the Eligible Plan at any time in future at its discretion.
- If you change to another plan or have a break in your subscription of the Eligible Plan at any time after your initial purchase of the Eligible Plan, you will no longer be eligible for this Promotion. You will only receive the Promotional Price for the months before this change or break and not for the next month or any subsequent month. A break in subscription includes where you do not auto-renew or you fail to manually renew your account every month within 12 hours of your current Eligible Plan’s end date.
- General:** The Promotion is not transferable, and no cash alternative will be offered.
- All third-party terms and conditions, including those of the Affiliates relating to access to

their website are beyond our control. We cannot accept responsibility for the operation of the Affiliates sites or the link to the SMARTY landing page. The Affiliates may receive commission for sales made by SMARTY as a result of including this Promotion on their website.

10. 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 or the SMARTY landing page and/or website, and it excludes liability, to the fullest extent permitted by law for any loss or damage caused as a result of the same.
11. Information that Eligible Customers supply to Smarty when entering the Promotion will be used only in accordance with these terms and conditions, SMARTY'S online Privacy Policy (see SMARTY-Online-Privacy-Policy.pdf) and SMARTY's Privacy Notice contained in section 12 of the Terms and Conditions governing the use of SMARTY's Services – See SMARTY-Terms- And-Conditions.pdf.
12. The purchase of an Eligible Plan during the Promotion Period signifies the Eligible Customer's acceptance of the Promotion's terms and conditions.
13. These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.
14. SMARTY reserve the right to amend these terms and conditions at any time without notice. Any changes to the terms will be published at Smarty.co.uk.

Amazon.co.uk Gift Card offer terms

1. **Promoter:** Hutchison 3G UK Limited (trading as SMARTY) of Great Brighams Mead, Vastern Rd, Reading RG1 8DJ ("**SMARTY**").
2. **Administrator:** AWIN of 5th Floor, 2 Thomas More St, London E1W 1YN ("**AWIN**").
3. **Gift Card Distributor:** Giftcloud of Invitation Digital Limited, Merchants House, Wapping Road, Bristol BS1 4RW. who: (a) operate the email entry form on the promotion pages hosted by authorized affiliates of SMARTY ("**Affiliates**") ; and (b) send each eligible entrant's £20 Amazon.co.uk gift card ("**Gift Card**") to the email address given in accordance with these terms and conditions, in each case on behalf of the Promoter.
4. **Dates:** This SMARTY Gift Card Promotion ("**Promotion**") will run from 00:00 10th August 2021 until the 31 August 2021 23:59pm and maybe withdrawn, amended or extended, at any time and without notice ("**Promotion Period**").
5. **How to enter:** To be eligible to receive a Gift Card you must:
 - (a) be a resident in the UK and be 16 years or over;
 - (b) access a SMARTY SIM-only plan advertised on one of the Affiliate websites during the Promotion Period and click the call-to-action "Visit Now";
 - (c) complete the purchase of the Unlimited SMARTY SIM-only plan on www.smarty.co.uk and renew for three consecutive months (together a "**Qualifying Purchase**").

6. The Qualifying Purchase must be made in accordance with the above instructions, and within any time limit stated after clicking on the product link on an Affiliate website – if any other websites or advertising banners are clicked on in between clicking the product link and making the purchase, SMARTY will not be able to track the sale and you will not be eligible to receive a Gift Card.
7. **Further requirements:** Following a Qualifying Purchase, you must: (a) activate your SMARTY SIM-only plan (in your SMARTY dashboard) within 2 weeks of purchase and comply with our terms for use of Smarty Services at www.smarty.co.uk/terms, including paying your 3 individual bills in full and on time. Failure to comply with the above further requirements will result in forfeiture of your Gift Card.
8. **Delivery:** Your Gift Card will be sent by email by or on behalf of SMARTY within 4 months of your Qualifying Purchase (subject to compliance with the requirements in **clause 8**).
9. **General:** The Gift Card is not transferable, and no cash alternative will be offered. Use of the Gift Card is subject to additional terms see www.amazon.co.uk/gc/legal. Each recipient of a Gift Card 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 Gift Card are beyond Promoter's control.
10. Promoter reserves the right to disqualify any entries which it deems, at its sole discretion, as failing to comply with these terms and conditions or the spirit of this Promotion.
11. Promoter cannot accept responsibility for entries lost or delayed in transmission. Under no circumstances will Promoter (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 this Promotion, (including but not limited to the operation of the redemption page) and it excludes liability, to the fullest extent permitted by law, for any loss or damage caused to customer arising out of a Gift Card, this Promotion, and the redemption webpage.
12. Both the Promoter and the Gift Card Provider operate as controllers independent of each other in respect of any personal data that customers provide when entering this Promotion. The Promoter shall use such personal data in accordance with these terms and conditions, SMARTY'S online Privacy Policy (see SMARTY-Online-Privacy-Policy.pdf) and SMARTY's Privacy Notice contained in section 12 of the Terms and Conditions governing the use of SMARTY's Services – See SMARTY-Terms- And-Conditions.pdf. The Gift Cloud Provider shall use such personal data (provided via the email entry form hosted on the applicable Affiliate's website) in accordance with the Gift Card Provider's privacy policy.
13. These terms and conditions shall be governed by and construed in accordance with the laws of England and subject to the exclusive jurisdiction of the courts of England. This Promotion is for online purchases only and not available for purchases made via the telephone, webchat or in-store.
14. Promoter reserves the right to withdraw this offer if it believes that the terms of the offer are being abused in any way.
15. If you cancel or stop using your SMARTY SIM-only plan within 90 days of making a Qualifying Purchase, you will not be eligible to receive a Gift Card.
16. If you fail to pay any monthly bill in full within 90 days of making a Qualifying Purchase, you will not be eligible to receive a Gift Card.

17. This Promotion cannot be combined with any other voucher, offer, discount or promotion code and may not be redeemed for cash.
18. Only one Gift Card will be delivered by email per Qualifying Purchase.
19. Gift Cards should be treated like cash and kept securely.
20. Gift Cards cannot be replaced if lost or stolen.
21. Amazon.co.uk General Terms: Amazon.co.uk is not a sponsor of this promotion. Amazon.co.uk Gift Cards ("GCs") may be redeemed on the Amazon.co.uk website towards the purchase of eligible products available on www.amazon.co.uk. GCs cannot be reloaded, resold, transferred for value, redeemed for cash or applied to any other account. Amazon.co.uk is not responsible if a GC is lost, stolen, destroyed or used without permission. See www.amazon.co.uk/gc-legal for complete terms and conditions. GCs are issued by Amazon EU S.à r.l. All Amazon ®, ™ & © are IP of Amazon.com, Inc. or its affiliates.

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