

Affiliate Exclusive 3GB Data Plan Additional 1GB Data Offer for 12 months – December 2021

Brief summary of the promotion:

Affiliate exclusive 2GB with additional 1GB offer applies to the current SMARTY 1-month 2GB Plan when purchased via a promotion page managed by the Affiliate. The standard data of 2GB will be increased to 3GB for up to your first 12 continuous months on the SMARTY 2GB plan.

Promoter:

1. The Promoter is Hutchison 3G UK Limited, Great Brighams Mead, Vastern Road, Reading, Berkshire, RG1 8DJ trading as SMARTY (“**Smarty**”).

Dates:

2. The Promotion will commence at 00:01 GTM on 14 December 2021 and will close at 23:59 BST on 31 January 2022 (“**Promotion Period**”).

Offer:

3. Consumers accessing the SMARTY website via promotion page hosted by an authorized affiliate of SMARTY (“**Affiliate**”) can purchase the current SMARTY 1-month 2GB Plans purchased within the Promotion Period (“**Eligible Plan**”) for £5 and benefit from the additional 1GB of data. Promotional Price for up to their first 12 continuous months on the Eligible Plan (the “**Promotion**”) The standard monthly data allowance on the Eligible Plan is 2GB (the “**Standard Data**”). Under this Promotion, the Standard Data will be increased to 3GB for your first 12 months on the Eligible Plan. The 1GB of data provided in addition to the Standard Data is the “**Promotional Data**”.

Eligibility:

4. To be eligible for this Promotion, you must:
 - (a) be resident in the UK and over 16 years old;
 - (b) be a new SMARTY customer who accesses a corresponding **Affiliate** website during the **Promotion Period**, finds the applicable offer and clicks the link to access SMARTY’s landing page;
 - (c) purchase the Eligible Plan online on SMARTY’s website during the Promotion Period;
 - (d) activate your SIM online on SMARTY’s website, in accordance with our ‘Additional SMARTY Terms’, within 14 days of receiving your SIM; and
 - (e) 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:

5. The Promotional Data is available for a maximum of 12 consecutive months on the Eligible Plan. To receive the Promotional Data for the maximum 12 months, following purchase and SIM activation Eligible Customers must:
 - (a) 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
 - (b) remain on the Eligible Plan for 12 consecutive months from the date of SIM activation.

6. 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.

7. 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 Data 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.

Promotional Data:

8. Promotional Data will be applied automatically to any Eligible Plan and will expire 1 calendar month after it is activated ("**Monthly Expiry Date**") or on the date it is used up, if earlier.

9. Unused Promotional Data is not transferrable and will not be available during the following month. You will always be deemed to use Standard Data before Promotional Data.

General:

10. The Promotional Data is not transferable, and no cash alternative will be offered.

11. All third-party terms and conditions, including those of the Affiliate relating to access to their website are beyond our control. We cannot accept responsibility for the operation of Affiliate sites or the link to the SMARTY landing page. Affiliate may receive commission for sales made by SMARTY as a result of including this Promotion on their website.

12. 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, or any Promotional Data connected with the Promotion and it excludes liability, to the fullest extent permitted by law for any loss or damage caused as a result of the same.

13. 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.
14. The purchase of an Eligible Plan during the Promotion Period signifies the Eligible Customer's acceptance of the Promotion's terms and conditions.
15. 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.
16. 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.