

## **LARGE PLAN SUPERCHARGE DATA OFFER.**

### **Brief summary of the promotion:**

1. The Large Plan Supercharge Data Offer (the “**Promotion**”) applies to SMARTY 1-month Large Plans purchased within the Promotion Period (the “**Eligible Plan**”). The standard monthly data allowance on the Eligible Plan is 8GB (the “**Standard Data**”). Under this Promotion, the Standard Data will be increased to 45GB for your first 12 consecutive months on the Eligible Plan. The 37GB of data provided in addition to the Standard Data is the “**Supercharge Data**”.

### **Promoter:**

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

### **Dates:**

3. The Promotion will commence at 12:00 on 5 November 2019 and will close at 23:59 on 17 December 2019 (“**Promotion Period**”).

### **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 purchases the Eligible Plan online on SMARTY’s website during the Promotion Period;

(c) activate your SIM online on SMARTY’s website, in accordance with our ‘Additional SMARTY Terms’, by midnight on 31 December 2019; and

(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; and

(e) not be Disconnected (as defined in our Terms and Conditions for using SMARTY);

(an “**Eligible Customer**”) and follow the promotion steps set out below.

### **Promotion steps:**

5. Eligible Customers will receive Supercharge Data each month for a maximum of 12 consecutive months following their purchase of the Eligible Plan. To receive the Supercharge Data for the maximum 12 months, following purchase of the Eligible Plan and SIM activation, Eligible Customers must:

(a) either set up their account to auto-renew or manually renew their Eligible Plan every month 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. If you change your plan or have a break in your subscription for SMARTY Large Plans at any time from your purchase of the Eligible Plan, you will no longer be eligible for this Promotion and will only receive the Supercharge Data for the months before this change break. If you do not set up your account to auto-renew with a Large Plan for the months following purchase of your Eligible Plan (or fail to manually renew your account with a Large Plan every month within 12 hours of your current plan's end date) you will not receive the Supercharge Data for the next month or any subsequent month.

7. To set up your account to auto-renew, log-on to your SMARTY Dashboard. You can then update your payment settings by selecting the Auto-renew option for Large Plans.

#### **Supercharge Data:**

8. Supercharge Data will be applied automatically and will expire on the date the relevant Large Plan expires ("**Monthly Expiry Date**") or on the date it is used up, if earlier.

9. You will always be deemed to use Standard Data before Supercharge Data. Any unused Supercharge Data is not transferrable and will not be available for use in any subsequent month. Supercharge Data is not eligible for any unused data discount.

10. Discounts for unused Standard Data are not affected by the Promotion. Any discount for unused Standard Data will be calculated and applied to your subsequent billing month in accordance with our usual terms of service.

11. Except for discounts for unused Standard Data (described in paragraph 10 above), the Promotion cannot be used in conjunction with any other SMARTY promotional offers or discounts.

12. By way of a worked example:

- On 10 November 2019 Susan takes out her first Eligible Plan and pays £15.00.

- On 11 November 2019 Susan activates her SIM online. Susan also updates her payment settings on the SMARTY Dashboard by selecting the Auto-renew option. Susan receives the Supercharge Data during this month as it is her first month on the Eligible Plan.

- In her first month (11 November – 10 December 2019), Susan uses 7GB of her 45GB data allowance, leaving 1GB of unused Standard Data and 37GB of unused Supercharge Data.

- On 11 December 2019 (i.e. the start of Susan's second billing month), Susan's

Eligible Plan auto-renews and she receives a discount of £1.25 for the 1GB of unused Standard Data from the immediately preceding month. The Supercharge Data unused in her first month expires. Susan is billed £13.75 and receives the Supercharge Data for this month as it is her second, consecutive month on the Eligible Plan.

- In her second month, (11 December – 10 January 2019), Susan uses 10GB of her 45GB data allowance, leaving no unused Standard Data. The 35GB of unused Supercharge Data expires.

- On 11 January 2019 (i.e. the start of Susan's third billing month), Susan's Eligible Plan auto-renews again and she is billed £15.00. Susan does not receive any unused data discount for this month as she used all of her Standard Data in her second month. Susan receives the Supercharge Data for this month as this is her third, consecutive month on the Eligible Plan.

### **General:**

13. The Supercharge Data is not transferable, and no cash alternative will be offered.

14. 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.

15. Information that Eligible Customers supply 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](#).

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

16. 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.