

## **uSwitch 4GB Data Plan Double Data Offer.**

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

1. uSwitch 4GB Plan Double Data Offer (the “**Promotion**”) applies to SMARTY 1-month 4GB Plans purchased within the Promotion Period (the “**Eligible Plan**”). The standard monthly data allowance on the Eligible Plan is 4GB (the “**Standard Data**”). Under this Promotion, the Standard Data will be doubled to 8GB for up to your first 12 months where you renew for consecutive months on the Eligible Plan. The 4GB of data provided in addition to the Standard Data is the “**Promotional Data**”.

### **Promoter:**

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

### **Dates:**

3. The Promotion will commence at 00:01 BST on 1 June 2020 and will close at 23:59 BST on 30 June 2020 (“**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 accesses a uSwitch 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’, by 11:59pm BST on 14 July 2020; 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) either set up their account to auto-renew or each month 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 its current 4GB data plan. If you change your plan or have a break in your subscription of the current 4GB data plan at any time from your purchase of the Eligible Plan, you will no longer be eligible for this Promotion and will only receive double data for the months before this change break. If you do not set up your account to auto-renew for the months following purchase of the Eligible Plan (or fail to manually renew your account every month within 12 hours of your current plan's end date) you will **not** receive the double data for the next month or any subsequent month. Eligible Customers will receive double data on the Eligible Plan's data allowance as at the time of first purchase (during the Promotion Period). SMARTY reserves the right to withdraw the 4GB data plan at any time in future at its discretion.

#### **Promotional Data:**

7. 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.

8. 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.

9. The Promotion does not affect your discount for unused data, which applies only to the Standard Data, but **cannot** be used in conjunction with any other promotional offers or discounts. Unused Promotional Data is not available for use in the following month or eligible for any unused data discount.

10. You may receive a discount for unused data that is applied to your billing month based on unused Standard Data from the previous billing month (in accordance with our usual terms of service). The discount will always be based on the amount of unused Standard Data (and excludes Promotional Data) in the immediately preceding billing month.

11. By way of a worked example:

- On 20 September 2020 Susan takes out her first Eligible Plan and pays £9 for 4GB of standard data and 4GB of promotional data
- On 21 September 2020 Susan activates her SIM online. Susan also updates her payment settings on the SMARTY Dashboard by selecting the Auto-renew option.

Susan receives the Promotional Data during this month as it is her first month on the Eligible Plan.

- In her first month (21 September - 20 October 2020), Susan uses 3GB of her 4GB data allowance, leaving 1GB of unused Standard Data and 4GB of unused Promotional Data.
- On 21 October 2020 (i.e. the start of Susan's second billing month), Susan's Eligible Plan auto-renews and she receives a discount of £1 for the 1GB of unused Standard Data from the immediately preceding month. The Promotional Data unused in her first month expires. Susan is billed £8 and receives the Promotional Data for this month as it is her second, consecutive month on the Eligible Plan.
- In her second month, (21 October – 20 November 2020), Susan uses 6GB of her 8GB total data allowance, leaving no unused Standard Data and 2GB of Promotion Data. The 2GB of unused Promotional Data expires.
- On 21 November 2020 (i.e. the start of Susan's third billing month), Susan's Eligible Plan auto-renews again and she is billed £9. 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 Promotional Data for this month as this is her third, consecutive month on the Eligible Plan.
- Susan's Eligible Plan continues to auto-renew each month for the next nine months. Each of these months Susan only receives **a discount on any unused Standard Data remaining at the end of each month**. Each of these months, any unused Promotional Data expires at its Monthly Expiry Date.
- Susan's twelfth month (21 August – 20 September 2020) is the final month Susan is eligible for the Promotion. On 21 October 2020 (i.e. the start of Susan's thirteenth billing month), Susan's Eligible Plan auto-renews and she receives a discount for any unused Standard Data from the immediately preceding month. The Promotional Data unused in her twelfth month expires. Susan receives only the Standard Data in her thirteenth month and does not receive Promotional Data as she has already received the maximum 12 months of Promotional Data.

#### **General:**

14. The Promotional Data is not transferable, and no cash alternative will be offered.
15. All third-party terms and conditions relating to the Promotion are beyond our control and we cannot accept responsibility for the operation of any third party website, including the uSwitch sites or the link from there to the SMARTY landing page.
16. SMARTY cannot accept responsibility for purchase requests 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 Promotional

Data 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 Promotional Data.

17. 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](#).
18. The purchase of an Eligible Plan during the Promotion Period signifies the Eligible Customer's acceptance of the Promotion's terms and conditions.
19. 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.
20. SMARTY reserve the right to amend these terms and conditions at any time without notice. Any changes to the terms may be published at [Smarty.co.uk](#). This Promotion is in no way endorsed or sponsored by uSwitch.