

# Terms and Conditions for Double Data 100GB for 50GB

Everything you need to know about redeeming the double data promo

V1.3

**SMARTY**  
Simple, honest mobile

## SMARTY Double Data 100GB for 50GB Promo Terms and conditions

1. Promoter: Hutchison 3G UK Limited of Great Brighams Mead, Vastern Road, Reading, Berkshire, RG1 8DJ trading as SMARTY ('we' or 'SMARTY').
2. 50GB Plan Double Data Offer (the "Promotion") applies to SMARTY 1-month 50GB Plans purchased within the Promotion Period (the "Eligible Plan"). The standard monthly data allowance on the Eligible Plan is 50GB (the "Standard Data"). Under this Promotion, the Standard Data will be doubled to 100GB for up to your first 12 months where you renew for consecutive months on the Eligible Plan. The 50GB of data provided in addition to the Standard Data is the "Promotional Data".
3. The Promotion will commence at 00:01 BST on 25 August 2020 and will close at 23:59 BST on 6 October 2020 ("Promotion Period").  
**Update with effect from 6 October 2021:** Eligible customers who signed up within the Promotion Period and continue to participate up to and including the 6 October 2021 are eligible to continue on the promotion for a further 12 months until October 2022.  
Smarty with contact the affected customers in July 2021.
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
  - (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 20 October 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.
5. Eligible Customers will receive Promotional Data at the time of first purchase of the Eligible Plan (during the Promotion Period). Promotional Data is available each month for a maximum of 12 consecutive months on the Eligible Plan. To receive the Promotional Data for each of 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. If you change your plan or have a break in your subscription of the current 50GB 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 or 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 Promotional Data for the next month or any subsequent month. SMARTY reserves the right to withdraw the 50GB data plan at any time in future at its discretion.
7. Promotional Data will be applied automatically to the Eligible Plan and each qualifying renewal 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. The 50GB plan does not benefit from any discount for unused data.
9. The Promotional Data is not transferable, and no cash alternative will be offered. The Promotion is not available in conjunction with any other promotional offers or discounts.
10. We cannot accept responsibility for entries lost, corrupted or delayed in transmission. Under no circumstances will we (or our 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 and we exclude liability, to the fullest extent permitted by law, for any loss or damage caused to you arising out of this Promotion.

11. Governing law: These terms and conditions shall be governed by and construed in accordance with English law.
12. Variation to these terms: If we withdraw, amend, extend or otherwise vary these terms, we will update them on our Website.