

## **SMARTY 50GB Data Plan DOUBLE DATA OFFER.**

Brief summary of the promotion:

1. SMARTY 50GB Data 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".

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 17 March 2020 and will close at 23:59 BST on 28 May 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 the SMARTY website during the Promotion Period, finds the applicable offer and clicks the link to purchase;

(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 11 June 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 50GB data plan. 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 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 50GB 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. The 50GB Plan does not benefit from a discount for unused data.

**General:**

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

15. 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.

16. 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.

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

18. 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.

SMARTY reserve the right to amend these terms and conditions at any time without notice. Any changes to the terms