

Money Saving Expert 2GB Data PLAN TRIPLE DATA OFFER.

Brief summary of the promotion:

Money Saving Expert exclusive 2GB triple data offer applies to the current SMARTY 1-month 2GB Plan when purchased via the Money Saving Expert promotion page. The standard data of 2GB will be tripled to 6GB for up to your first 12 continuous months on the SMARTY 2GB plan.

Promoter:

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

Dates:

2. The Promotion will commence at 00:01 BST on 17 November 2020 and will close at 23:59 BST on 7 December 2020 ("**Promotion Period**").

Offer:

3. Money Saving Expert 2GB Plan Triple Data Offer (the "**Promotion**") applies to SMARTY 1-month 2GB Plans purchased within the Promotion Period (the "**Eligible Plan**"). The standard monthly data allowance on the Eligible Plan is 2GB (the "**Standard Data**"). Under this Promotion, the Standard Data will be tripled to 6GB for your first 12 months on the Eligible Plan. The 4GB 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 Money Saving Expert 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 21 December 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) 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.

10. 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.

11. 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.

12. By way of a worked example:
 - On 20 September 2020 Susan takes out her first Eligible Plan and pays £7.

- 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 1GB of her 6GB 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 £6 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 5GB of her 6GB data allowance, leaving no unused Standard Data. The 1GB 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 £7. 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 September 2021 (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:

13. The Promotional Data is not transferable, and no cash alternative will be offered.
14. All third-party terms and conditions, including those of Money Saving Expert relating to access to the Promotion are beyond our control. We cannot accept responsibility for the operation of the Money Saving Expert sites or the link to

the SMARTY landing page. The Promotion is in no way endorsed or sponsored by Money Saving Expert.

15. 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.
16. 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.
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.
19. 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.