

## **SMARTY – Unlimited Plan – 25% off for the Life of the Unlimited Tariff**

### **Promoter**

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

### **Promotion**

2. The 25% off for the Life of the Unlimited Tariff promotion (“**Promotion**”) will commence at 00:00 BST on 10<sup>th</sup> September 2019 and will close at 23:59 BST on 22<sup>nd</sup> October 2019 (the “**Promotion Period**”).

3. The Promotion may be withdrawn, amended or extended, at any time by SMARTY through an update to these terms on Smarty.co.uk. If the Promotion is withdrawn, any Discount (defined at section 5 below) due prior to withdrawal will be honoured.

### **Entry**

4. To be eligible for the Promotion you must:

(a) be a resident in the UK and over 16 years old;

(b) not be a current SMARTY customer;

(c) purchase the SMARTY unlimited plan (“**Eligible Plan**”) within the Promotion Period and activate your SIM by 31<sup>st</sup> October 2019;

(d) comply with the Terms and Conditions for using SMARTY, including holding (and not cancelling) your Eligible Plan for 14 days from the date of purchase;

(e) not be Disconnected (as defined in our Terms and Conditions for using SMARTY). If you do not use SMARTY for a 6 month period, your account will be automatically deleted in accordance with those terms; and

(f) not be an employee or agent of SMARTY or anyone professionally connected to this Promotion or any group company of SMARTY,

an “**Eligible Customer**”.

### **Discount**

5. Eligible Customers will receive a 25% discount off the Eligible Plan’s monthly price as at the time of first purchase (during the Promotion Period), provided they remain an Eligible Customer (“**Discount**”).

6. This Promotion will only be available to Eligible Customers for so long as SMARTY offers its current unlimited data plan. SMARTY reserves the right to withdraw the unlimited data plan in future.

### **General**

7. Only one Discount per person. Discount is non-transferable/assignable and there is no cash alternative.

8. The Discount will generally not be available in addition to any other discounts, offers or special deals unless specified in the terms of that other discount or offer.

9. Eligible Plan sold at full price between 7<sup>th</sup> February 2019 – 19<sup>th</sup> June 2019, 17<sup>th</sup> July 2019 – 15<sup>th</sup> August 2019 and 29<sup>th</sup> August – 9<sup>th</sup> September 2019.

10. SMARTY reserves the right to disqualify any entries which it deems, at its sole discretion, to contravene the spirit of the Promotion and any Discount, if awarded, will be withdrawn.

11. SMARTY reserves the right, acting reasonably and in accordance with all relevant legislation and codes of practice, to vary the terms and conditions of the Promotion at any time (including, without limitation, to cancel, modify or supersede the Promotion (including altering the Discount)) by changing these terms and conditions. No correspondence will be entered into by SMARTY.

12. SMARTY cannot accept responsibility for entries 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 Discount 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 Discount.

13. Entry into the Promotion signifies acceptance of these terms and conditions. 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.