- 1. **Promoter:** Hutchison 3G UK Limited (trading as SMARTY) of Great Brighams Mead, Vastern Rd, Reading RG1 8DJ ("**SMARTY**").
- 2. Administrator: AWIN of 5th Floor, 2 Thomas More St, London E1W 1YN ("AWIN").
- 3. **Gift Card Distributor**: Giftcloud of Invitation Digital Limited, Merchants House, Wapping Road, Bristol

BS1 4RW. who: (a) operate the email entry form on <u>websites</u> where eligible entrants give their email addresses; and (b) send each eligible entrant's applicable Gift Card to the email address given in accordance with these terms and conditions, in each case on behalf of the Promoter.

- Dates: This SMARTY Gift Card Promotion ("Promotion") will commence on 00:01 GTM on 2 November 2021 and will close at 23:59 GTM 21 November 2021 but may be withdrawn, amended or extended, at any time and without notice ("Promotion Period").
- 5. Websites: This Promotion will run on the following websites (together, the "Websites"):

| The Websites | |
|---------------|--|
| USwitch.co.uk | |

- 6. How to enter: To be eligible to receive a Gift Card (defined below) you must:
 - (a) be a resident in the UK and be 16 years or over;
 - (b) access a SMARTY SIM-only plan advertised on <u>one of the Websites</u> during the Promotion Period and click the call-to-action "Visit Now";
 - (c) complete the purchase of the **30GB** SMARTY SIM-only plan on <u>www.smarty.co.uk</u> <u>andrenew for three consecutive months</u> (together a "**Qualifying Purchase**").
- 7. The Qualifying Purchase must be made in accordance with the above instructions, immediately, and within any time limit stated after clicking on the product link on <u>one of the Websites</u>— if any other websites or advertising banners are clicked on in between clicking the product link and making the purchase, SMARTY will not be able to track the sale and you will not be eligible to receive a Gift Card.
- 8. **Further requirements**: Following a Qualifying Purchase, you must: (a) activate your SMARTY SIM-only plan(in your SMARTY dashboard) by **5 December 2021** and comply with our terms for use of Smarty Services at www.smarty.co.uk/terms, including paying your 3 individual bills in full and on time. Failure to comply with the above further requirements will result in forfeiture of your Gift Card.
- Rewards: a £15 Amazon.co.uk Gift Card; Provided you make a Qualifying Purchase, you will receive a £15 Amazon.co.uk Gift Card ("Gift Card"). *Restrictions apply, see <u>www.amazon.co.uk/qc-legal</u>
- 10. **Delivery**: Your Gift Card will be sent by email by or on behalf of SMARTY within 4 months of your Qualifying Purchase (subject to compliance with the requirements in clause 8).
- 11. **General:** The Gift Card is not transferable, and no cash alternative will be offered. The Gift Card may be subject to additional terms and conditions, including that of the Administrator, Gift Card Provider and/or Amazon.co.uk. Each Amazon Gift Card's must be redeemed within 90 days of receipt and are valid for 10 years from the date of issue. Each recipient of a Gift Card agrees that the cost of, and the responsibility for, complying with such additional terms and conditions will be borne solely bythem, and that all third-party terms and conditions relating to the Gift Card are beyond Promoter's control.
- 12. Promoter reserves the right to disqualify any entries which it deems, at its sole discretion, as failing to comply with these terms and conditions or the spirit of this Promotion.
- Promoter cannot accept responsibility for entries lost or delayed in transmission. Under no circumstances will Promoter (or its parent, subsidiaries and affiliated companies) be liable (unless such liability cannot be lawfully excluded) for any losses, damages, costs or expensesarising

from or in any way connected with any errors, defects, interruptions, malfunctions or delays in this Promotion,

(including but not limited to the operation of the redemption page) and it excludes liability, to the fullest extent permitted by law, for any loss or damage caused to customer arising out of a Gift Card, this Promotion, and the redemption webpage.

- 14. These terms and conditions shall be governed by and construed in accordance with the laws and England and subject to the exclusive jurisdiction of the courts of England.
- 15. This Promotion is for online purchases only and not available for purchases made via the telephone, webchat or in-store.
- 16. Promoter reserves the right to withdraw this offer if it believes that the terms of the offer are being abused in any way.
- 17. If you cancel or stop using your SMARTY SIM-only plan within 90 days of making a Qualifying Purchase, you will not be eligible to receive a Gift Card.
- 18. If you fail to pay any monthly bill in full within 90 days of making a Qualifying Purchase, you will not be eligible to receive a Gift Card.
- 19. This Promotion cannot be combined with any other voucher, offer, discount or promotion code and may not be redeemed for cash.
- 20. Only one Gift Card will be delivered by email per Qualifying Purchase.
- 21. Gift Cards should be treated like cash and kept securely.
- 22. Gift Cards cannot be replaced if lost or stolen.
- 23. Amazon.co.uk General Terms: Amazon.co.uk is not a sponsor of this promotion. Amazon.co.uk Gift Cards ("GCs") may be redeemed on the Amazon.co.uk website towards the purchase of eligible products available on www.amazon.co.uk. GCs cannot be reloaded, resold, transferred for value, redeemed for cash or applied to any other account. Amazon.co.uk is not responsible if a GC is lost, stolen, destroyed or used without permission. See www.amazon.co.uk/gc-legal for complete terms and conditions. GCs are issued by Amazon EU S.à r.I. All Amazon ®, ™ & © are IP of Amazon.com, Inc. or its affiliates.

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