

SMARTY – Small Plan – Three Months Free Data on the Small Plan

We want to reward new customers who purchase a SMARTY Small Plan. The current standard monthly price of the SMARTY Small Plan is £7.50 and consists of unlimited UK calls & texts and 2GB of data (the “**Eligible Plan**”).

A £5 service charge is the base cost of our data discount plans (unlimited standard calls, texts and running the network) (the “**Base Cost**”). The rest is simply for data, and with our special offer on the Eligible Plan, we’re giving it to you for free for three months.

These terms and conditions are the rules which apply to this Promotion (as defined at clause 2 below).

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 Three Months Free Data on the Small Plan promotion (“**Promotion**”) will commence at 00:00 BST on 18 July 2019 and will close at 23:59 BST on 01 August 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 The Promotion may be withdrawn, amended or extended, at any time by SMARTY through an update to these terms on [Smarty.co.uk](https://cdn.smarty.co.uk/files/SMARTY-Terms-And-Conditions.pdf). If the Promotion is withdrawn, any Reward (defined at section 5 below) due prior to withdrawal will be honoured.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 Eligible Plan within the Promotion Period and activate your SIM by 11 August 2019;

(d) comply with the Terms and Conditions for using SMARTY at <https://cdn.smarty.co.uk/files/SMARTY-Terms-And-Conditions.pdf>, including holding (and not cancelling) your Eligible Plan for 14 days from the date of purchase;

(e) not be inactive. If you do not use SMARTY for a 30 day period, your account will no longer be considered active; 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**”.

Reward

5. Eligible Customers’ first, second and third monthly charges will be the Base Cost (as may be varied by SMARTY from time to time) with no charge for data, (each a “**Reward Month**”, together the “**Reward**”).

6. Customers must remain an Eligible Customer on the Eligible Plan to receive each Reward Month.

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

8. The Reward cannot be used in conjunction with any other promotional offers or discounts. If you receive a Reward at the beginning of your billing month, you will not receive any discount that would normally be applied to that billing month based on unused data from the previous billing month (if applicable). You may once again receive a discount for unused data the next billing month in which you are not entitled to a Reward. The discount will always be based on the amount of unused data in the immediately preceding billing month.

By way of worked example:

- On 20 July 2019 Susan takes out and activates a 1 month Eligible Plan.
- On 21 July 2019 Susan activates her SIM and is billed £5.00 for her purchase of the 1 month Eligible Plan as Susan is eligible for a Reward Month.
- Between 20 July- 20 August 2019, Susan has used 1GB of her 2GB data allowance, leaving 1GB of unused data.
- On 21 August 2019 (i.e. the start of Susan's next billing month), Susan auto-renews her 1 month Eligible Plan and is billed £5.00. Susan does not receive an unused data discount as she has received a further Reward Month.
- Between 21 August- 20 September 2019, Susan has used 1.5GB of her 2GB data allowance, leaving 0.5GB of unused data.
- On 21 September 2019 (i.e. the start of Susan's next billing month), Susan auto-renews her 1 month Eligible Plan and is billed £5.00. Susan does not receive an unused data discount as she has received a further a Reward Month.
- Between 21 September- 21 October 2019, Susan has used 1GB of her 2GB data allowance, leaving 1GB of unused data.
- On 22 October 2019 (i.e. the start of Susan's next billing month), Susan auto-renews her 1 month Eligible Plan and receives a discount of £1.25 for the 1GB unused data from the immediately preceding month. Susan is billed £6.25.

General

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

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 Reward, 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 Reward)) 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 Reward 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 Reward.

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.