

## **SMARTY – 4GB Plan – 50% off for 3 months on 4GB data plan**

### **Brief summary of the promotion:**

This promotion is exclusive to Decision Tech, giving 50% off for 3 months on the 4GB data Plan, which applies to the current SMARTY 1-month 4GB Plan when purchased via a promotion page managed by Decision Tech. This promotion is not available directly from SMARTY. The standard price of the 4GB plan will be reduced from £6 to £3.00 for up to your first 3 continuous months on the SMARTY 4GB plan.

### **Promoter**

1. The promoter is Hutchison 3G UK Limited of Great Brighams Mead, Vastern Road, Reading, Berkshire, RG1 8DJ trading as “SMARTY” (“**SMARTY**”, “**Three**”, “**We**” or “**Us**”).

### **Promotion**

2. The 50% off for 3 months on the 4GB data plan promotion (“**Promotion**”) will commence at 00:01 BST on 15 July 2021 until 11:59 BST on 18 August 2021 (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 The Promotion may be withdrawn, amended or extended, at any time by SMARTY through an update to these terms on Smarty.co.uk. If the Promotion is withdrawn, any Discount (defined at section 5 below) due prior to withdrawal will be honored.

### **Entry**

4. This promotion is not available directly from SMARTY. To be eligible for the Promotion you must:

- (a) be a resident in the UK and over 16 years old;
- (b) be a new SMARTY customer who accesses a Decision Tech 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) 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 50% discount off the Eligible Plan’s monthly price for the first 3 months as at the time of first purchase (during the Promotion Period), provided they remain an Eligible Customer (“**Discount**”). The discount will no longer be applied once the 3-month promotional period has concluded.

### **General**

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

7. All third-party terms and conditions, including those of the Decision Tech relating to access to the Promotion are beyond our control. We cannot accept responsibility for the operation of the Decision Techsites or the link to the SMARTY landing page. The Decision Tech may receive commission for sales made by SMARTY as a result of including this Promotion on their website.
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 from 31 June 2021 – 14 July 2021.
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. If you choose to change plans, you may find the old plan has been withdrawn or is no longer available on the same terms should you wish to change back.
13. SMARTY cannot accept responsibility for entries lost, corrupted, or delayed in transmission. Under no circumstances will Three (or its parent, subsidiaries and Decision Tech) 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.
14. 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.

