

SMARTY – Flash Sale 100GB Plan promotion terms and conditions – December 2019

Promoter

1. The SMARTY 100GB Plan (“**Promotion**”) is run by Hutchison 3G UK Limited of Star House, 20 Grenfell Road, Maidenhead, Berks SL6 1EH, trading as SMARTY (“**SMARTY**”).

Promotion Period

2. The Promotion will commence at 12:00 on 10 December 2019 and will close at 23:59 on 16 December 2019 (the “**Promotion Period**”).

Eligibility

3. To be eligible to participate in the Promotion, you must:

- a) be a resident of the United Kingdom or Northern Ireland;
- b) aged 16 or over;
- c) purchase the SMARTY 100GB plan (SIM only, 1 month) (“**Promotion Product**”) from SMARTY’s website within the Promotion Period within the Promotion Period and activate your SIM online on SMARTY’s website, in accordance with our ‘Additional SMARTY Terms’ by 23:59 on 31 December 2019;
- d) comply with the Terms and Conditions for using SMARTY; and
- 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.

(“**Eligible Customer**”).

Offer Price

4. Eligible Customers will receive the Promotion Product for the price of £17 per month (excluding any additional costs incurred on their account at any time) (“**Offer Price**”).

5. Eligible Customers must renew their purchase of the Promotion Product each month (either by setting their account to auto-renew or by renewing manually every month within 12 hours of their pre-paid billing cycle end date) to continue to receive the Offer Price after their first purchase of the Promotion Product. Where there is any break in an Eligible Customer’s subscription for the Promotion Product at any time and for any reason, that Eligible Customer will not receive the Offer Price for the next or any subsequent purchase of the Promotion Product.

6. One Promotion Product per Eligible Customer. Promotion Products are non-transferable.

7. Delivery – Offer Price available only on online purchases of Promotion Product. Eligible Customers new to SMARTY must activate Promotion Product on SMARTY’s website by 23:59 on 31 December 2019. Eligible Customers who are existing SMARTY customers upgrading to the Promotion Product will have the Promotion Product (and the Offer Price) applied to their existing SMARTY account at the start of their next billing month.

8. Delivery and use of the Promotion Product is subject to SMARTY's standard terms and conditions. See [SMARTY-Terms-And-Conditions.pdf](#).

Other

9. Exclusions - The Promotion is not redeemable in conjunction with Unlimited for life, data discount or any other offer. Any break in continuous subscription to the Promotion Product (including where the Eligible Customer who moves another SMARTY plan or does not renew the Promotion Product at the end of any billing month) will cease to be entitled to receive the Offer Price.

10. This Promotion will only be available to Eligible Customers for so long as SMARTY offers the Promotion Product. SMARTY reserves the right to withdraw the unlimited Promotion Product in future. SMARTY reserves the right to disqualify and withdraw any Eligible Customer's purchase which it deems, at its sole discretion, to contravene the spirit and/or terms and conditions of this Promotion and the [SMARTY-Additional-Terms.pdf](#).

11. SMARTY shall have the right, where necessary, to undertake all such action as is reasonable to protect itself against fraudulent or invalid claims to participate in the Promotion, including, without limitation, to require further verification as to eligibility.

12. 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 (including, without limitation, to cancel, modify or supersede the Promotion (including altering the Offer Price) by changing these terms and conditions. No correspondence will be entered into by SMARTY. If the Promotion and/or Promotion Product is withdrawn, any Offer Price (defined at section 4 above) to which an Eligible Customer became entitled prior to withdrawal will be honoured.

13. Information that Eligible Customers supply when entering the Promotion will be used only in accordance with these terms and conditions, SMARTY's Online Privacy Policy at [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](#).

14. SMARTY cannot and does not accept responsibility for Promotion entries lost, corrupted, or delayed in transmission. 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 redemption process for the Offer Price, and it excludes liability, to the fullest extent permitted by law, for any loss or damage arising from participation in this Promotion.

15. Entry into the Promotion signifies acceptance of these terms and conditions, which are governed by English law.