

SMARTY iPhone Knowledge Prize Draw Terms & Conditions

These terms and conditions are the rules which apply to this competition. By submitting an entry, entrants agree to be bound by them.

- 1. Promoter:** iPhone knowledge prize draw ("**Prize Draw**") is organised by Hutchison 3G UK Limited trading as SMARTY, registered Office: Star House, 20 Grenfell Road, Maidenhead, Berkshire, SL6 1EH ("**SMARTY**" or "**We**"). The Prizes are administered and provided by SMARTY.
- 2. Dates:** The Prize Draw opens on 16 September 2019 at 09:00 and closes on 22 October 2019 at 23:59.
- 3. Eligibility:** To be eligible to enter the Prize Draw entrants must be over 16 years of age and a UK resident ("**Eligible Entrants**"). Entrants may be required to provide photographic ID to prove their eligibility. The Prize Draw is not open to employees of SMARTY, its agents, contractors, consultants, or anyone professionally connected with the Prize Draw.
- 4. Entry:** To enter the Prize Draw, Eligible Entrants must complete the iPhone Knowledge Quiz at www.smarty.co.uk/iphone-quiz. Personal details including name, telephone number and email address will be captured. Entry into the Prize Draw is not subject to achieving any specific score in the quiz ("**Qualifying Entries**").
- 5. Rules:** The following rules shall also apply to the Prize Draw:
 - a. Only one entry per Eligible Entrant will be accepted by SMARTY and entered into the Prize Draw. Multiple entries will render all entries, by that specific person, as void.
 - b. Late entries will not be taken into consideration in selection of the winner.
 - c. Eligible Entrants warrant that all information submitted by them is true, accurate and complete and SMARTY is not responsible for any information which is invalid or incomplete.
 - d. SMARTY reserves the right to exclude and/or disqualify any entries which it deems, in its sole and absolute discretion: (i) are offensive or inappropriate; (ii) fail to comply with these terms and conditions and/or (iii) are contrary to the spirit or intention of the Prize Draw.
- 6. Prize:** The winner will receive an iPhone 11 128GB ("**Prize**"). Only one Prize will be awarded. Allocation of the Prize remains at SMARTY's sole and absolute discretion.
- 7. Selection of the winner:** The winner will be selected at random from all Qualifying Entries using an independent random selection software tool and

session recording software under supervision of an independent person(s) designated by SMARTY on 23 October 2019. The decision will be final, and SMARTY will not enter into any correspondence. SMARTY may refuse to award a Prize, or seek its recovery, in the event of an entrant's fraud, dishonesty or non-entitlement under these terms and conditions.

- 8. Contacting the winners:** SMARTY will make reasonable efforts to notify the Prize winner via email or telephone within 120 hours of selection. If the Prize winner cannot be successfully contacted, does not claim the Prize within 48 hours of notification (by responding to SMARTY), or are unable to comply with these terms and conditions, SMARTY reserves the right to offer the relevant Prize to another Eligible Entrant, selected in the same manner. Failure to respond or failure to satisfy the eligibility requirements may result in forfeiture of the Prize.
- 9. Delivery of the Prize:** The winner will be required to provide a valid UK postal address to receive their Prize. The winner may also be required to submit additional valid identification before receiving the Prize. The Prize will be delivered to the winner at their home address and signature on receipt may be required. SMARTY will use reasonable efforts to secure stock of the Prize ready for delivery to the winner after winner verification. The winner should allow 28 days for transfer of their Prize following winner verification. The winner warrants that all information submitted by them is true, accurate and complete and SMARTY is not responsible for any information which is invalid or incomplete.
- 10. Privacy:** Information that entrants supply when entering the Prize Draw will be used only in accordance with these terms and SMARTY's privacy policy: <https://smarty.azureedge.net/files/SMARTY-Online-Privacy-Policy.pdf>.
- 11. General:**
 - a. The Prize is not transferable or exchangeable. No cash alternatives will be offered. The Prize is subject to availability of stock at SMARTY's supplier. SMARTY reserves the right at any time to substitute the Prize for an alternative prize of similar or greater value. Further, we reserve the right at any time to cancel, modify or supersede the Prize Draw (including altering the Prize). No communications will be entered into by us regarding this. This Prize Draw is free to enter and no purchase is necessary.
 - b. The Prize winner agrees to allow SMARTY to use their surname and county of residence to announce the winner of the Promotion and to cooperate with any reasonable requests made by SMARTY relating to any post-winning promotional activity (such as including his/her first name and entry being used in any and all SMARTY marketing activity across all media).
 - c. This Prize Draw is in no way endorsed by, sponsored by, associated with or administered by any third parties.

- d. All third-party terms and conditions relating to the Prize Draw are beyond our control. SMARTY cannot accept responsibility and will not be liable for any failures to abide by all third-party terms applying to the Prize.
- e. SMARTY cannot accept responsibility for entries lost, corrupted, or delayed in transmission. If for any reason this Promotion is not capable of running as planned, including by reason of technical failure, fraud, technical failures or any cause beyond SMARTY's control, SMARTY may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries.
- f. 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 Prize Draw or the Prize (or any aspects of them), and SMARTY excludes liability, to the fullest extent permitted by law, for any loss or damage caused to a winner of the Prize arising out of or connected to the Prize or this Prize Draw.
- g. By entering the Prize Draw entrants agree to be bound by these terms and conditions. We also reserve the right to amend these terms and conditions at any time without notice. Any changes to the terms will be published at smarty.co.uk/terms. These terms are governed by English law.