

## **SMARTY Refer A Friend Leadership Board Competition and 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:** The “Refer A Friend” leadership board competition and prize draw (together “**Prize Promotion**”) is organised by Hutchison 3G UK Limited trading as SMARTY, registered office at Star House, 20 Grenfell Road, Maidenhead, Berkshire, SL6 1EH (“**SMARTY**” or “**We**”). The Prizes are administered and provided by SMARTY.
- 2. Dates:** The Prize Promotion opens at 09:00 on 16<sup>th</sup> September and closes at 23:59 on 22<sup>nd</sup> October 2019 (the “**Promotion Period**”).
- 3. Eligibility:** To be eligible to enter the Prize Promotion, the following criteria must be met:
  - (i) The referrer must be an existing SMARTY customer (“**Existing Customer**”) who has complied with the terms and conditions for using SMARTY (<https://cdn.smarty.co.uk/files/SMARTY-Terms-And-Conditions.pdf>), be over 18 years of age and a UK resident; and
  - (ii) the person being referred by the Existing Customer (the “**Friend**”) must be over 18 years of age and a UK resident.
  - (i) Any Existing Customer and Friend validly entered into this Prize Promotion are known as “**Eligible Entrants**”. Subject to compliance with these Terms and Conditions, an Existing Customer may make any number of referrals during the Promotion Period. However, each Existing Customer may only be entered into the Leadership Board Competition once during the Promotion Period.
  - (iii) Eligible Entrants may be required to provide valid photographic identification to prove their eligibility.
  - (iv) The Prize Promotion is not open to employees of SMARTY, its agents, contractors, consultants, or anyone professionally connected with the Prize Promotion.
- 4. Entry:**
  - (i) To be qualify for entry into the Leadership Board Competition, Existing Customers must have signed up to SMARTY’s Refer a Friend Promotion at <https://smarty.co.uk/refer-a-friend> and have referred at least one (1) Friend by completing the formalities of How To Refer A Friend (Existing Customers) during the Promotion Period
  - (ii) To qualify for entry into the Prize Draws, the Friend(s) must complete the process detailed in How To Accept A Referral (Friends).
  - (ii) Valid entries will be known as “**Qualifying Entries**”.
- 5. Leadership Board Competition:**
  - (i) Each successful referral of a Friend by an Existing Customer will added against the Existing Customer’s name on the Leadership Board Competition. To be classified as a successful referral, the Friend must have used the Existing Customer’s unique

sharing link to purchase a SMARTY plan via the online ordering process, activate a SMARTY SIM card and continue using the SMARTY plan for at least 14 days from activating the SIM card.

- (ii) If the Friend's order is cancelled within 14 days from activating the SMARTY SIM card, We are unable to complete the Friend's order or the order does not meet the criteria set out in the SMARTY Refer A Friend Terms and Conditions, it will not count towards the number of Friends the Existing Customer has referred during the Promotion Period.
- (iii) For the avoidance of doubt, any referral of a Friend by the Existing Customer prior to the Promotional Period will not be qualified for inclusion in the total number of referrals for the Leadership Board Competition.
- (iv) The Existing Customer who refers the most Friends during the Promotion Period, will win one (1) iPhone 11 with 128GB memory (the "**Prize**"). Only one (1) Prize will be awarded and is subject to stock availability at SMARTY's supplier. Should the Prize not be available, SMARTY reserves the right in its sole and absolute discretion to award the winner a prize of equal or greater value.
- (v) Allocation of the Prize remains at SMARTY's sole and absolute discretion. SMARTY may refuse to award a Prize or seek its recovery in the event of any fraud or dishonesty by the Existing Customer or non-entitlement under these terms and conditions.
- (vi) There shall be one (1) winner of the Prize during the Promotional Period. In the event that more than one Existing Customer refers the same number of Friends during the Promotional Period, the winner will be the Existing Customer who referred the most Friends in the shortest time as determined by SMARTY whose decision shall be final and no correspondence will be entered into.

## **6. Prize Draw:**

- (i) All Qualifying Entries at the end of the Promotional Period (except the winner of the Leadership Board Competition) shall automatically be entered into a draw (the "**Prize Draw**") to be held within ten (10) days of the end of the Promotional Period to win one of two (2) £500 vouchers from Amazon (the "**Vouchers**"). Two (2) winners of the Prize Draw 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.
- (ii) Allocation of the Vouchers remains at SMARTY's sole and absolute discretion. SMARTY may refuse to award the Vouchers or seek their recovery in the event of any fraud or dishonesty by the winners or non-entitlement under these terms and conditions.

## **7. Contacting the winners:**

- (i) SMARTY will make reasonable efforts to notify the winners of (i) the Prize in the Leadership Board Competition; and (ii) the Vouchers in the Prize Draw via email or telephone within five (5) days of selection.
- (ii) If any winner of the Prize and/or the Vouchers cannot be successfully contacted or do not claim the Prize and/or Vouchers 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 or Voucher to another Eligible Entrant, selected in the same manner as detailed above.
- (iii) Failure to respond or failure to satisfy the eligibility requirements may result in forfeiture of the Prize.

**8. Delivery of the Prize and Vouchers:**

- (i) The winners of the Prize and Vouchers will be required to provide a valid UK postal address to receive their Prize or Voucher. The winners may also be required to submit additional valid identification before receiving their Prize or Voucher.
- (ii) 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.
- (iii) The Prize or Voucher will be delivered to the winner at their home address and signature on receipt may be required.
- (iv) 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 or Voucher following winner verification.

**9. 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>

**10. Rewards**

All Qualifying Entries will receive the following benefits ("Rewards"):

(a) Existing Customers

In addition to entry into the Leadership Board Competition, Eligible Customers who refer a Friend to SMARTY during the Promotion Period are eligible to receive the Rewards subject to the following terms:

- (i) for each referral, the Existing Customer will receive one (1) month's use of their chosen monthly SMARTY plan (at the time of the referral) free of charge ("**Free Referrer Month**") which will be applied to their next month's plan(s); and
- (ii) any unused data discount from the month prior to the Free Referrer Month will be applied to the Existing Customer's monthly SMARTY plan against the cost of the month following expiry of the Free Referrer Month, in accordance with SMARTY's terms and conditions for unused data discount;
- (iii) for the avoidance of doubt, no unused data discount applies to any data which is unused during the Free Referrer Month and the Existing Customer is not entitled to any other promotional offer or discount during the billing month in which the Free Referrer Month is made;

(iv) the Existing Customer may earn a further discount for any unused data in the next billing month after the Free Referrer Month. Any such discount will be applied to the following month.

(b) Friends

Friends who are referred to SMARTY during the Promotion Period are eligible to receive Rewards subject to the following terms:

- (i) The Friend referred by the Existing Customer will be eligible to receive one (1) month's use of their chosen monthly SMARTY plan ("**Free Friend Month**") in the second month billing after purchasing their SMARTY plan and activating their SMARTY SIM card;
- (ii) Any unused data discount from the month prior to the Free Friend Month will be applied to the Friend's monthly SMARTY plan against the cost of the month following expiry of the Free Friend Month, in accordance with SMARTY's terms and conditions for unused data discount;
- (v) For the avoidance of doubt, the Friend must pay the first monthly bill of their chosen monthly SMARTY plan. The Free Friend Month will be applied to the Friend's second billing month after purchasing a SMARTY plan.
- (vi) No unused data discount applies to any data which is unused during the Free Referrer Month and the Friend is not entitled to any other promotional offer or discount during the billing month in which the Free Friend Month is made

**By way of worked example:**

- On 20<sup>th</sup> September (which is also the first day of Matt's billing month), Matt refers Susan to SMARTY by sharing link to purchase a SMARTY plan via the online ordering process.
- On 21<sup>st</sup> September Susan purchases a monthly SMARTY plan, pays for her first plan month and activates the SIM card.
- On 5<sup>th</sup> October, when Susan has used her SMARTY plan for more than 14 days from activating the SIM card Matt's referral of Susan becomes a Qualifying Entry and he is entered into the Leadership Board Competition. If he does not win the Leadership Board Competition he will be entered into the Prize Draw.
- During Matt's billing month of 20<sup>th</sup> September to 19<sup>th</sup> October, Matt only uses 5GB of his 10GB allowance the remaining 3GB being unused ("**Matt's Unused Data**").
- On 20<sup>th</sup> October (being start of Matt's next billing month), Matt receives a Free Referrer Month. Matt does not refer any other Friends during the Promotion Period.
- On 20<sup>th</sup> October (the start of Susan's second billing month), Susan renews her monthly SMARTY plan. This is her Free Friend Month. In her first billing month, Susan has only used 2GB of her 5GB data allowance ("**Susan's Unused Data**").
- On 20<sup>th</sup> November (the start of Matt's billing month after his Free Referrer Month), Matt receives a discount for Matt's Unused Data in accordance with SMARTY's unused data discount terms.
- On 20<sup>th</sup> November (the start of Susan's billing month after her Free Friend Month), Susan receives a discount for Susan's Unused Data in accordance with SMARTY's unused data discount terms.

**10. General:** The following general rules shall apply to the Prize Promotion and Prize Draw:

- (i) Only one entry per Eligible Entrant will be accepted by SMARTY and entered into the Leadership Board Competition or Prize Draw as applicable. Multiple entries will render all entries by that specific person null and void.
- (ii) Late entries will not be taken into consideration in selection of the winners of the Prize or Voucher.
- (iii) 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.
- (iv) SMARTY reserves the right to exclude and/or disqualify any entries which it deems, in its sole and absolute discretion:
  - a. are offensive or inappropriate;
  - b. fail to comply with these terms and conditions; and/or
  - c. are contrary to the spirit or intention of the Prize Draw.
- (v) The Prize and Vouchers are not transferable or exchangeable. No cash alternatives will be offered. Further, We reserve the right at any time to cancel, modify or supersede the Prize Draw (including altering the Vouchers). No communications will be entered into by SMARTY regarding this. Entry into this Prize Draw is subject to Clause 5 above and the SMARTY Refer A Friend Promotional Terms and Conditions. No other purchase is necessary.
- (vi) The winners of the Prize and Vouchers agree 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).
- (vii) This Prize Draw is in no way endorsed by, sponsored by, associated with or administered by any third parties.
- (viii) 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.
- (ix) 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.
- (x) 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.
- (xi) By entering the Leadership Board Competition and/or Prize Draw Eligible 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](http://smarty.co.uk/terms)
- (xii) These terms are governed by English law.

13.09.19