

## **uSwitch - SMARTY Free Month & Gift Card Promotion Terms and Conditions**

1. **Promoter:** Hutchison 3G UK Limited (trading as SMARTY) of Star House, 20 Grenfell Road, Maidenhead, Berks, SL6 1EH (“**SMARTY**”).
2. **Administrator:** uSwitch Limited of The Cooperage, 5 Copper Row, London SE1 2LH (“**Decision Technologies**”).
3. **Gift Card Distributor:** Invitation Digital Limited (trading as Buyapowa) of Platform 1 Unit 2, Belle House Victoria Mainline Station, London SW1V 1JT (“**Buyapowa**”), who: (a) operate the email entry form on websites where eligible entrants give their email addresses; and (b) send each eligible entrant’s applicable Gift Card to the email address given in accordance with these terms and conditions, in each case on behalf of the Promoter.
4. **Dates:** This SMARTY Free month + Gift Card Promotion (“**Promotion**”) will run from 21 February to 3 April 2019 but may be withdrawn, amended or extended, at any time and without notice (“**Promotion Period**”).
5. **Websites:** This Promotion will run on the following website and you must click the link within these website:

### **The Website**

[www.uswitch.com](http://www.uswitch.com)

6. **How to enter:** To be eligible to receive a Gift Card (defined below) you must: (a) be a resident in the UK and be 18 years or over;  
(b) access a SMARTY SIM-only plan advertised on [www.uswitch.com](http://www.uswitch.com) during the Promotion Period and click the call-to-action “Visit Now”;  
(c) complete the purchase of the eligible SMARTY SIM-only plan on [www.smarty.co.uk](http://www.smarty.co.uk) by 3 April (together a “**Qualifying Purchase**”) and comply with the Terms and Conditions for using SMARTY, including paying your first month in full and on time.
7. The Qualifying Purchase must be made in accordance with the above instructions, immediately, and within any time limit stated after clicking on the product link on [www.uswitch.com](http://www.uswitch.com) - if any other websites or advertising banners are clicked on in between clicking the product link and making the purchase, SMARTY will not be able to track the sale and you will not be eligible to receive a Gift Card.
8. **Further requirements:** Following a Qualifying Purchase, you must: (a) activate your SMARTY SIM-only plan (by placing the SIM in your device) by **10 April 2019** of a Qualifying Purchase; and  
(b) comply with our terms for use of Smarty Services at [www.smarty.co.uk/terms](http://www.smarty.co.uk/terms), including paying your first bill in full and on time. Failure to comply with the above further requirements will result in forfeiture of your Gift Card.
9. **Redemption Page and your information:** The Redemption Page is operated by Buyapowa for the sole purpose of administering this Promotion. Promoter takes steps to ensure that your email address is held securely by Buyapowa. However, **if you do not wish to provide Buyapowa with your email address, you should not enter this**

**Promotion.** If you enter and submit **your** email address on the Redemption Page, you will receive an email from Buyapowa confirming that you have signed up to the reward scheme for this Promotion and you will be emailed by Buyapowa again once you make Qualifying Purchase. Buyapowa will delete your email address promptly following the end of this Promotion.

10. **Rewards:** Provided you make a Qualifying Purchase in accordance with these terms and conditions, you will receive:
  - a. a £10 Amazon.co.uk Gift Card; and
  - b. the second monthly charge of your SMARTY plan either (i) free of charge, if you continue with the same plan, or (ii) discounted by the value of your first monthly charge, if you change to a more expensive plan (N.B. any out of bundle or additional service charges will remain chargeable at the applicable rates from time to time).
11. **Delivery:** Your Gift Card will be sent by email from Buyapowa within 3 months of your Qualifying Purchase. Three cannot accept responsibility for the delivery of your Gift Card by Buyapowa, which is beyond Three's control.
12. **General:** The Gift Card is not transferable and no cash alternative will be offered. The Gift Card may be subject to additional terms and conditions. Each recipient of a Gift Card agrees that the cost of, and the responsibility for, complying with such additional terms and conditions will be borne solely by them, and that all third party terms and conditions relating to the Gift Card are beyond Promoter's control.
13. Promoter reserves the right to disqualify any entries which it deems, at its sole discretion, as failing to comply with these terms and conditions or the spirit of this Promotion.
14. Promoter cannot accept responsibility for entries lost or delayed in transmission. Under no circumstances will Promoter (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 this Promotion (including but not limited to the operation of the Redemption Page) and it excludes liability, to the fullest extent permitted by law, for any loss or damage caused to customer arising out of a Gift Card, this Promotion, and the Redemption Webpage.
15. These terms and conditions shall be governed by and construed in accordance with the laws and England and subject to the exclusive jurisdiction of the courts of England.
16. This Promotion is not available for purchases made via the telephone, webchat or in-store.
17. Promoter reserves the right to withdraw this offer if it believes that the terms of the offer are being abused in any way.
18. If you cancel or stop using your SMARTY SIM-only plan or do not activate your SMARTY SIM card within 90 days of making a Qualifying Purchase you will not be eligible to receive a Gift Card.
19. If you fail to pay any monthly bill in full within **90 days** of making a Qualifying Purchase, you will not be eligible to receive a Gift Card.
20. This Promotion cannot be combined with any other voucher, offer, discount or promotion code and may not be redeemed for cash.

21. Only one Gift Card will be delivered by email per Qualifying Purchase.
22. Gift Cards should be treated like cash and kept securely. They cannot be replaced if lost or stolen.
23. **Amazon.co.uk General Terms:** Amazon.co.uk is not a sponsor of this promotion. Amazon.co.uk Gift Cards ("GCs") may be redeemed on the Amazon.co.uk website towards the purchase of eligible products available on **www.amazon.co.uk**. GCs cannot be reloaded, resold, transferred for value, redeemed for cash or applied to any other account. Amazon.co.uk is not responsible if a GC is lost, stolen, destroyed or used without permission. See **www.amazon.co.uk/gc-legal** for complete terms and conditions. GCs are issued by Amazon EU S.à r.l. All Amazon ®, ™ & © are IP of Amazon.com, Inc. or its affiliates.

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