

## **uSwitch - One-month free promotion - Terms & Conditions**

1. **Promoter:** The Promoter is Hutchison 3G UK Limited of Star House, 20 Grenfell Road, Maidenhead, Berks, SL6 1EH trading as “SMARTY” (“SMARTY”, “Three”, “We” or “Us”).
2. **Promotion:** The promotion will run between **23 July – 15 August 2019** (the “**Promotion Period**”). but may be withdrawn, amended or extended, at any time and without notice.
3. **Entry:** To be eligible to enter the promotion and receive the Rewards you must:
  - (a) be a resident in the UK and over 16 years old;
  - (b) access uSwitch.com during the Promotion Period, find the applicable offer and click the link to access SMARTY’s landing page;
  - (c) purchase one of the core plans; extra small, small, medium or large SMARTY plan
  - (d) comply with the Terms and Conditions for using SMARTY, including paying your first month in full and on time, (complying with 3(a)-(d) shall result in a “Qualifying Entry”).
4. **Rewards:**
  - (a) If you satisfy the requirements of a Qualifying Entry, you will receive the second monthly charge of your SMARTY plan either: free of charge, if you continue with the same plan; or
  - (b) 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), (the “Reward(s)”)
  - (c) The Reward cannot be used in conjunction with any other promotional offers or discounts. If you receive a
  - (d) Reward at the beginning of your billing month, you will not receive any discount that would normally be applied to that billing month based on unused data from the previous billing month (if applicable).
  - (e) You may once again receive a discount for unused data the next billing month in which you are not entitled to a Reward.
  - (f) The discount will always be based on the amount of unused data in the immediately preceding billing month.
4. **Further requirements:**
  - (a) Following a Qualifying Purchase, you must: (a) activate your SMARTY SIM-only plan (in your SMARTY dashboard) by 31 August 2019.
  - (b) Failure to comply with the above further requirements will result in forfeiture of your Gift Card

## 5. **General:**

- (a) All third-party terms and conditions relating to the promotion are beyond our control and we cannot accept responsibility for the operation of the publishers or the link to the SMARTY landing page.
- (b) The Rewards are not transferable/assignable and there is no cash alternative.
- (c) SMARTY reserves the right at any time to substitute the Rewards with an alternative reward of similar or greater value. No communications will be entered into by us regarding this.
- (d) SMARTY reserves the right to disqualify any entries which it deems, at its sole discretion, to (i) contravene the spirit of the Promotion and/or (ii) fails to comply with these terms and conditions, and any Rewards, if awarded, will be withdrawn.
- (e) SMARTY cannot accept responsibility for entries lost, corrupted, or delayed in transmission. Under no circumstances will Three (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, SMARTY landing page and/or website, or any Reward 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 these Rewards.
- (f) 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.
- (g) 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](http://Smarty.co.uk). This Promotion is in no way endorsed or sponsored by [www.uswitch.com](http://www.uswitch.com).