

SMARTY

Refer-a-Friend promotion terms and conditions

V6.2

SMARTY
Simple, honest mobile

SMARTY Refer-a-Friend Promotion

terms and conditions

1. **Promoter:** Hutchison 3G UK Limited of Star House, 20 Grenfell Road, Maidenhead, Berkshire, SL6 1EH trading as SMARTY ('we' or 'SMARTY').
2. **Administrator:** Buyapowa Limited of 24 Greville Street, London EC1N 8SS ('Buyapowa'), who will process referral requests for and on behalf of SMARTY and generate Referral Links (explained below) which can be sent by Existing Customers to their Friends.
3. **Dates:** The Promotion will run from 13 September 2019 up to and including 13 September 2020 ('Promotion Period'), but may be withdrawn, amended or extended, at any time and without notice (see Section 11 below regarding Variations to these terms).
4. **Eligibility:** An existing customer who has a SMARTY plan and who has complied with the Terms and Conditions (smarty.co.uk/terms-and-conditions) for using SMARTY (an 'Existing Customer') may refer and invite as many of his/her personal friends or family members who are UK residents aged 18 or over (each a 'Friend') to take out a SMARTY plan. If you are an employee of Three or Buyapowa, you may enter this Promotion (as an Existing Customer or Friend) only in your personal capacity. Any referrals that we believe (in our sole discretion) to have been submitted or accepted in an unsportsmanlike manner or contrary to the spirit of the Promotion will be disqualified and any Reward awarded will be withdrawn and no correspondence will be entered into.
5. **How to refer a Friend (Existing Customers):** As an Existing Customer, you must first activate your SMARTY plan before you may refer a Friend. Following activation, you may refer a Friend by carrying out the following steps within the Promotion Period:
 - a. Access the dashboard from smarty.co.uk/login ('Website') and browse to the dedicated Refer a Friend page from the menu or via a link on the dashboard. You will then need to complete a form (as directed) to access a unique sharing link personal to you ('Referral Link') together with sharing options (e.g. to enable you to share via email, on Facebook etc.). Please note that by submitting your information (including your name and email address (your 'Referral Information')) and clicking I AGREE', you agree to:
 - i. Buyapowa processing the Referral Information under SMARTY's instructions in order to log and process the referral and generate a Referral Link; and
 - ii. Buyapowa and SMARTY sharing your first name and surname with your Friend, so that they know who has referred them.

If you do not agree this use of your information, you should not enter this Promotion.

 - b. Send the Referral Link to a Friend for acceptance.
Successfully carrying out steps 5 a. and b. above shall be regarded as a 'Qualifying Referral'. An Existing Customer may carry out as many Qualifying Referrals as he/she likes, provided they are to genuine/personal Friends and not distributed in an unsportsmanlike manner e.g. mass distributed on social media to unknown members of the public, which will result in disqualification.
6. **How to accept a referral (Friends):** To accept a referral and unlock a Reward for both you and the referring Existing Customer, you (as a Friend) must carry out the following steps within the Promotion Period:
 - a. Receive a Referral Link personally from an Existing Customer.
 - b. Click on the Referral Link, which will take you to smarty.co.uk where you can choose a plan.
 - c. Purchase any SMARTY plan using the online order process.
 - d. Activate your SMARTY SIM via the dashboard at smarty.co.uk/login and then putting it in their phone and turning it on.
 - e. Continue (and not cancel) your SMARTY plan for at least 14 days from activation of your SIM.
Successfully carrying out steps 6 a. - e. above shall be regarded as a 'Qualifying Acceptance' and the Qualifying Referral will have been 'Accepted'. Once you have carried out steps 6 a. - d. above, you may also refer your Friends to SMARTY in accordance with these terms.
7. **Reward:** Once a Qualifying Referral has been made by an Existing Customer and his/her Friend has Accepted, both the Existing Customer and Friend are eligible for a Reward. The Reward is one (1) month of your chosen plan's Monthly Charge free, which will be applied as a credit at the beginning of the next billing month following the Qualifying Acceptance.
By way of a worked example:
 - On 1 August 2020, Susan (an Existing Customer) takes out and activates a 1 month Large SMARTY Plan.
 - On 4 August 2020 Susan activates her SIM and becomes eligible to refer her Friends to SMARTY.
 - On 20 August 2020, Susan makes a Qualifying Referral to her Friend, Greg.
 - On 22 August 2020, Greg takes out a 1 month Medium SMARTY Plan.

- On 25 August 2020, Greg activates his SMARTY SIM via the dashboard at smarty.co.uk/login and then putting it into his smartphone and turning it on.
- On 5 September 2020, 14 days after Greg's SIM activation, Greg has Accepted Susan's referral and both Greg and Susan are now eligible for a Reward.
- On 1 October 2020 (i.e. the start of Susan's next billing month), Susan auto-renews her 1 month Large SMARTY Plan and receives her Reward of a free month.
- On 25 September 2020, Greg moves from his 1 month Medium SMARTY Plan to a 1 month Large SMARTY Plan and receives his Reward of a free month.

The credit shall only cover the Monthly Charge and not any other charges (including without limitation Out of Bundle Service Charges, Additional Service Charges, account administration fees, fees for Connection and re-Connection and any costs incurred in collecting outstanding payments). An Existing Customer may receive multiple Rewards provided they have made a Qualifying Referral which has resulted in a Qualifying Purchase and they are otherwise eligible under these terms. A Reward is not transferable/assignable and no cash alternative will be offered. We reserve the right at any time to substitute an alternative reward/prize of similar or greater value.

8. **How the Reward works with your normal monthly discount for unused data:** The Reward cannot be used in conjunction with any other promotional offers or discounts. If you receive a 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). You may once again receive a discount for unused data the next billing month in which you are not entitled to a Reward. The discount will always be based on the amount of unused data in the immediately preceding billing month. Continuing from the above worked example for Susan:

- On 1 October 2018, Susan auto-renews her 1 month Large SMARTY Plan and receives her Reward of a free month.
- Between 1 – 31 October 2018, Susan has used 7GB of her 8GB data allowance, leaving 1GB of unused data.
- On 1 November 2018, Susan auto-renews her 1 month Large SMARTY Plan and receives a discount of £1.25 for the 1GB of unused data from the immediately preceding month.

9. **Other:** You acknowledge that the Referral Links are provided by Buyapowa, are provided on an 'as-is' basis, and are beyond SMARTY's control. We cannot accept responsibility for entries lost, corrupted or delayed in transmission. Under no circumstances will we (or our 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 any Reward connected with the Promotion and we exclude liability, to the fullest extent permitted by law, for any loss or damage caused to you arising out of this Promotion any the Reward.

10. **Governing law:** These terms and conditions shall be governed by and construed in accordance with English law.

11. **Variation to these terms:** If we withdraw, amend, extend or otherwise vary these terms, we will update them on our Website. If we withdraw the Promotion, any Rewards properly due to an Existing Customer or Friend prior to withdrawal shall be honoured.

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