

SMARTY Community – Summer prize draw - Summer 2024

These terms and conditions (“**Terms**”) are the rules which apply to this Prize Draw. By submitting an entry, entrants will be deemed to have agreed to be bound by them.

Promoter

1. SMARTY Summer Draw (“**Prize Draw**”) is organised by Hutchison 3G UK Limited, trading as SMARTY, with registered office at 450 Longwater Avenue, Green Park, Reading, Berkshire RG2 6GF (“**SMARTY**” or “**We**”). The Prizes are (as defined at paragraph 6 below) administered and provided by The Promotions Factory LTD (“**Prize Provider**”).

Dates

2. The Prize Draw opens on 22/07/24 at 10:00 and closes on 01/09/24 at 23:59 (“**Promotion Period**”).

Eligibility

3. To be eligible to enter the Prize Draw entrants must be a SMARTY customer and have an active plan as at the end date of the Promotion Period. Entrants must have registered for the SMARTY Community within the Promotion Period and be over 18 years of age and a UK resident (“**Eligible Entrants**”). This Prize Draw is not open to employees of SMARTY, its agents, contractors, consultants, third party sponsors or promotional partners or anyone professionally connected with the Prize Draw, and the immediate families and household members of all such parties.

Entry

4. To enter the Prize Draw, Eligible Entrants must log in to the SMARTY Community platform and reply to the following question within the Promotion Period (“**Qualifying Entries**”):
“What is your best hack for a Summer getaway?”
The [SMARTY Community Terms of Use](#) apply to your registration for and use of the SMARTY Community platform.

Rules

5. The following rules shall also apply to the Prize Draw:
 - a. Only one Qualifying Entry per Eligible Entrant will be considered by SMARTY and entered into the Prize Draw.
 - b. Late entries will not be taken into consideration in winner selection.

- c. Each entrant 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.
- d. SMARTY reserves the right to exclude and/or disqualify any entry which it deems, in its sole and absolute discretion: (i) to be offensive or inappropriate; (ii) to fail to comply with these Terms; and/or (iii) to be contrary to the spirit or intention of the Prize Draw.

Prizes

- 6. From the Qualifying Entries entered into the Prize Draw, 1 winner will be drawn in accordance with paragraph 9 below and will receive the first prize as detailed below:

Prize package for 2 adults includes:

Return Economy Class flights from selected major international airports in the UK to winner's choice of Dubrovnik, Prague, Copenhagen, Paris, Berlin, Rome, Amsterdam, Lisbon, Barcelona or Stockholm, including taxes, fees and one item of hand luggage per person; £100 domestic travel allowance; Return private airport transfers in winner's chosen city; 3 nights' hotel accommodation in winner's chosen city, with a four-star rating, based on sharing a double or twin room; £200 spending money; Travel insurance.

Economy flights available from selected major international airports in the UK; Winner and guest must make their own travel arrangement to and from the airport but a £100 domestic travel allowance will be provided; Flights will be selected by Prize Provider and not all routings will be available; Winner and guest must have full passport valid for at least 6 months at time of travel; Any necessary visas are responsibility of winner and guests; A valid credit or debit card will be required for security deposit purposes when checking into hotel accommodation; Hotel accommodation is based on two people sharing one double or twin room; Hotel will be selected by Prize Provider at its sole discretion; Travel insurance is subject to restrictions and the terms and conditions of the insurance provider. It is the responsibility of the winner and/or their companion to meet any additional costs relating to obtaining insurance cover for any pre-existing medical condition and for any additional costs as may be specified where the winner and/or their companion are aged 70 or over; Prize is non-transferable and non-refundable; No cash alternative is available; All prize elements are subject to availability; The prize cannot be taken from 21st December – 2nd January (Christmas and New Year), over UK bank holidays or over Easter Sunday; The prize is valid for 12 months from the date of notification of winning, and travel must be booked and completed within that time frame; Winners must contact Prize Provider with three preferred travel dates no later than six weeks prior to departure; All elements of the prize must be taken at the same time; Once booked, the prize cannot be

altered or amended; At least one traveller must be aged 18 or over; Any travellers aged under 18 must have parental or guardian permission prior to travel; The prize excludes domestic ground transfers; Winner and guest must make their own travel arrangement to and from the airport selected; The prize excludes food and drink, excursions, attractions, treatments, car hire, visas, and personal expenses and anything not expressly included in the prize. Any personal data submitted by the winner to the Prize Provider will be treated in accordance with Prize Provider's privacy policy.

7. From the Qualifying Entries entered into the Prize Draw, thirty-five prizes will also be available to the next competitors drawn in accordance with paragraphs 8 and 9 below.

- a. 5 x winners will each receive:
 - i. 1 x Fortnum & Mason picnic hamper
- b. 5 x winners will each receive:
 - i. 1 x Luggage set of 3 from Rock
- c. 5 x winners will each receive:
 - i. 1 x Go Pro HERO12 Black
- d. 10 x winners will each receive:
 - i. 1 x Tile Pro 2 pack
- e. 5 x winners will each receive:
 - i. 1 x Tile Mixed 4 pack
- f. 5 x winners will each receive:
 - i. 1 x Beats SOLO4 Wireless Headphones

All prize items will be sent to the winner within 28 days of the winner confirming their details with the Prize Provider.

There is no cash or other alternative to the prizes unless stated and the prizes are non-refundable and non-transferable.

All prizes are subject to availability. Where the prize is not available the Prize Provider may offer an alternative prize of equivalent value at its sole discretion.

8. Prize allocation remains at SMARTY's sole and absolute discretion.

Selection of winner

9. The winners will be randomly selected by a random number generator computer process, from all Qualifying Entries on 04/09/24. The decision will be final, and SMARTY will not enter into any correspondence.

Contacting the winners and redeeming prizes

10. Reasonable efforts will be made by SMARTY to contact the winners of the prizes via Direct Message function on the Community platform by end of day 06/09/24. Please check your spam folders. To claim the prize, winners will need to respond to the email by 13/09/24, confirming their full name, email address and phone number, that they are 18 years or over and permission

for their details to be provided to the Prize Provider to facilitate the prize and whether they agree to publicity as detailed in the Privacy clause below. You will then receive a further communication from the Prize Provider to fulfil your prize as per the terms outlined in the 'Prizes' section above. SMARTY shall not be responsible in the event a winner is not awarded the prize because of failure to claim it and provide the required information in accordance with these Terms by the timings specified. If the winner of a prizes cannot be successfully contacted, does not claim the prizes by the specified date, or is unable to comply with these Terms, SMARTY reserves the right to offer the relevant prizes to another Eligible Entrant (who will be selected and contacted in accordance with these Terms). Failure to respond, including providing the mandatory information requested within the timeframe detailed or failure to meet the eligibility requirements will result in forfeiture of the prize.

Privacy

11. We, and our third party provider Khoros, will process any personal data we collect from you, or that you provide to us, when you use the SMARTY Community in accordance with [SMARTY's privacy policy](#) and Khoros' privacy policy. For further information on how to access, download and manage the personal information associated with your SMARTY Community account please refer to the SMARTY Community Terms of Use.

The winners will be confirmed on the thread and identified by their usernames only. The winners will also be asked when they are contacted by SMARTY (as described in paragraph 10) whether they consent to their details being shared with the Prize Provider and their contractors to facilitate the Prize and for SMARTY to use their names, photographs and any quotes they provide about the Prize Draw being used in any SMARTY marketing activity across some or all media channels.

The surname and county of the winners can be obtained after 01/10/24 by sending an email to **GRP-SMARTYCommunityAdmin@three.co.uk**, within 30 days after the date of the closing date of the Prize Draw. If as the winner you object to this information being published or made available, please contact us at the above address. In such circumstances, we must still provide the information and winning entry to the Advertising Standards Authority on request.

General:

12. The Prize is not transferable or exchangeable. No cash alternatives will be offered. SMARTY reserves the right at any time to substitute the Prize for an alternative prize of similar or greater value where circumstances beyond our control makes it necessary to do so. Further, we reserve the right to amend these Terms (including altering the Prize) at any time without notice by updating these Terms and publishing them at <https://smarty.co.uk/terms>. No

communications will be entered into by SMARTY regarding this. This Prize Draw is free to enter.

All third-party terms and conditions relating to the Prize Draw or the Prize itself are beyond our control. SMARTY cannot accept responsibility and will not be liable for any failures to abide by any or all third-party terms applying to the Prize. SMARTY cannot accept responsibility for entries lost, corrupted, or delayed in transmission or for the failure by any winner to check their emails (including junk folder) or voice messages. 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 Prizes (or any aspects of them), and SMARTY excludes liability, to the fullest extent permitted by law, for any loss or damage arising out of or connected to the Prize or this Prize Draw. Statutory rights are not affected.

Entry into the Prize Draw signifies your acceptance of these Terms. These Terms are governed by English law.

[Top.](#)