Corporate Affiliates Promotion - Terms & Conditions

The terms and conditions that apply to Three's Corporate Affiliates promotion are set out below.

- The Promoter is Hutchison 3G UK Limited of 450 Longwater Avenue, Green Park, Reading, Berkshire RG2 6GF ("Three") in cooperation with Aklamio GmbH, Hauptstraße 27-29, Haus 9 (Neubau) Aufgang N, 10827 Berlin ("Aklamio"). Aklamio is a vendor who facilitates referral marketing services and provides the reward code portal ("Promotions Portal").
- 2. The Corporate Affiliates Promotion ("**Promotion**") will run from the start date and end date as set out in the Promotions Portal but may be withdrawn, amended or extended, at any time and without notice ("**Promotion Period**"). If the Promotion is withdrawn, any discount due as a result of a Qualifying Purchase (see below) made prior to the Promotion end date will be honored.
- 3. To be eligible for participation in the Promotion, you must be a resident in the UK or Northern Ireland and be 18 years or over and be an existing business customer of the third party company who has made the offer available to you ("Eligible Participant"). To demonstrate eligibility you will be required to enter an identifier into the Promotions Portal that will be shared with the third party company for validation purposes.
- 4. If you are an employee of Three or Aklamio you may not enter this Promotion. Any entries that we (Three or Aklamio) reasonably believe were submitted during, or in furtherance of, the course of your employment will be deemed ineligible and will be disqualified.
- 5. You cannot participate in this Promotion if you are a Business, or an employee of a Business, already engaged as a representative of Three and receiving commission from Three under a separate arrangement.
- 6. You may participate in this Promotion if you were a previous Three Business customer (with all agreements or plans with Three now terminated) subject to these Terms and Conditions, and further, subject to having a full payment history and no instances of abuse or fraud identified whilst previously being a Three Business customer and not having had an agreement with Three terminated for any reason whatsoever.
- 7. To enter the Promotion, you must follow the instructions on Three's Promotions Portal, including entering your email address if requested. By entering the Promotion and generating a reward code, you accept these Terms and Conditions. In order to continue with the Promotion, you will be required to agree to Aklamio's General Terms and Conditions for Users and Privacy Policy. Once you do so, a contractual relationship will be established between yourself and Aklamio to which Three is not a party and over which Three does not have control.
- 8. You agree by submitting a claim for a discount under this Promotion that you comply with the above and are an Eligible Participant. You further agree that you shall not submit any content:
 - a. That is known by you to be false, inaccurate or misleading;
 - b. That infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
 - That violates any law, statute, ordinance or regulation (including, but not limited to, those governing consumer protection, unfair competition, antidiscrimination or false advertising);

- d. That is, or may reasonably be considered to be, defamatory, hateful, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing to any person or entity;
- e. For which you were compensated or granted any consideration by any third party;
- f. That includes any information that references other websites, addresses, email addresses, contact information or phone numbers;
- g. That contains any computer viruses, worms or other potentially damaging computer programs or files.
- 9. Information that you supply when entering the Promotion will be used only in accordance with Three's Web Privacy Policy and these terms. Our use of such information will also be subject to our Privacy Notice contained in Section 13 of the Terms and Conditions governing Three Services the use of at http://www.three.co.uk/terms-conditions/paym-and-payg. To view Three's Web Privacy Policy, click here: http://www.three.co.uk/terms-conditions/your-privacy.

10. PLEASE READ INSTRUCTIONS BELOW ON HOW TO REDEEM:

- 10.1 You will need to click "buy now" on the Promotions Portal to receive your unique reward code ("**Reward Code**") which is personal to you.
- In order to redeem the Reward Code and benefit from the discount you will need to make a Qualifying Purchase (by using the Reward Code obtained via the Promotions Portal) through a Three sales channel which shall be determined by Three in its sole discretion and be via either Three's Retail channel or Telesales channel, you will receive a discount associated with the product(s) or service(s) purchased ("Discount"). You will become eligible for the Discount listed within the Corporate Affiliate portal, subject to being an Eligible Participant and having registered for the Aklamio services and having agreed to Aklamio's General Terms and Conditions for Users. You may use your Reward Code once only to make a Qualifying Purchase. Purchases cannot be made online. In order to make a Qualifying Purchase, you must:
- a. Visit a Three retail store or call the Three Business Team on 0800 0338022 and provide the unique Reward Code. The Reward Code cannot be used for purchases online. The channels of purchase may be changed at any time, at the sole discretion of Three;
- b. Successfully enter into an agreement with Three for a qualifying Three Business product(s) and/service(s) included within the Promotion, and such other offers as Three may make available from time to time by prior agreement on the Corporate Affiliate portal;
- c. Comply with Three's Terms and Conditions for using the Three Network for Business customers, including paying their first three bills in full and on time, available at https://www.three.co.uk/terms-conditions/business-terms-and-conditions.
- d. Enter into a Three Business Agreement as a Business wholly or mainly for use in connection with their trade, business, craft or profession, even if they are an individual
- e. Remain connected for the Returns Period (if applicable) in respect of the Qualifying Purchase.

Reward claims that do not provide the unique rewards code obtained via the Promotions Portal to the Three retail store or when calling the Three Business Team

- to purchase an eligible Three Business Plan, will not qualify for the Discount.
- 11. The Promotion is not available in conjunction with any other promotional offer or via any other purchase route than those set out in these Terms and Conditions, including offers on third party websites.
- 12. The Discount is not transferable and no alternative will be offered. Three reserves the right at any time to substitute an alternative prize of similar or greater value. The Discount may be subject to additional terms and conditions. Recipients of the Discount agree 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 Discount are beyond Three's control.
- 13. At Three's sole discretion, Three reserves the right to disqualify any entries:
 - a. that contravene the spirit or the applicability conditions of the Promotion including those set out in these terms and conditions;
 - b. if the Three Business agreement is declined or terminated by Three (for whatever reason) including but not limited to breach of applicable laws or regulations, unsatisfactory credit checks, non-payment of any invoices due under the newly entered Three Business Agreement, or a sanctions check necessitating termination of the agreement entered into by you;
 - c. if you are a Business and providing the Discount to you would be in breach of applicable laws including sanctions; or
 - d. if Three have identified any fraud and security risks with accepting the Reward Code or entries received.

and any Discount will be removed immediately in the case of such disqualification.

- 14. Three reserves the right to withdraw the Promotion if, in Three's judgement, the offer is being abused. Three also reserves the right to change or amend the reward and the structure of the offer at any time. Any decision made by Three with regards to this offer is final. Any reward codes not used shall no longer be eligible for the Promotion in the event of withdrawal of the Promotion.
- 15. Rewards will only be eligible if all applicability conditions have been met as set out, and is not already an existing Customer with Three or in conversation with Three already via any other channel, about receiving Three Services.
- 16. Three does not guarantee that the Discount value between generation of Reward Code and Qualifying Purchase shall remain the same. Purchaser will be eligible for the current Three Business products and/or services, and the Discount will be as per the current Promotion at the point of purchase.
- 17. The Discount will become available immediately following purchase, and will remain in place subject to:
 - a. Verification of a Qualifying Purchase
 - b. Paying your first three bills in respect of the Qualifying Purchase, in full and on time:
 - c. the Qualifying Purchase remaining connected during the Returns Period; and
 - d. Not being subject to any collections activity and/or sanctions or fraud investigations

Failure to comply with the conditions laid out above may result in the removal of the Discount.

- 18. There is only one reward for each Qualifying Purchase. New lines, plans or new Services shall not be eligible for any further Discount.
- 19. Any third-party terms and conditions relating to the Discount are beyond the control of

Three.

- 20. Three cannot accept responsibility for entries lost 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, redemption process, subscription or account with Aklamio, performance or non-performance by Aklamio, or any prize connected with the Promotion and it excludes liability, to the fullest extent permitted by law for any loss or damage caused to the participants arising out of the Promotion or any part thereof.
- 21. Entry into the Promotion signifies your acceptance of these terms and conditions. Three also reserve the right to amend these terms and conditions at any time without notice.
- 22. 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 and Wales.

23. Definitions:

- a. *Business*: means an organisation or enterprising entity engaged in commercial, industrial, or professional activities. Businesses can be for-profit entities or non-profit organizations. Business types range from limited liability companies to sole proprietorships, corporations, and partnerships.
- b. Qualifying Purchase: means the purchase of one of the SIM Only plans set out in the Promotions Portal or as confirmed by Three to be part of the Corporate Affiliate Promotions offer.

Effective date 15th July 2024 v001