

## **Three Ireland (Hutchison) Limited (“Three”) Prepay Plan – 3 Prepay Hero (the “Plan”) Terms & Conditions**

The following terms and conditions of the Plan are in addition to and form part of the terms and conditions of the Three Ireland (Hutchison) Limited (“Three”) terms of service available in the Small print Guide which is available on [three.ie](https://www.three.ie). In the event of any conflict the terms and conditions below shall prevail.

1. The Plan is only available to new Three prepay SIM only customers between 1<sup>st</sup> September 2022 and 31<sup>st</sup> October 2022. The Plan is not available to (i) existing Three customers; (ii) new customers purchasing a device when they connect to the Plan; or (iii) new customers purchasing a plan other than the Plan.
2. You must select your preferred price plan when connecting to Three. You must Top Up by €15 or more in one go to trigger the Plan by means of any of the methods made available by Three from time to time and may thereafter use the service for a certain fixed period as advised by Three from time to time. If you Top Up by less than €15, credit will be applied to your account. This credit can be used for services not represented in the Plan allowances. Plan allowances are as set out at section 3 below. The amount of the credit will reduce as a result of the service being used according to charges as set out at the Prepay section of <https://www.three.ie/legal/pricing.html>. No services may be made once all credit has been used (with the exception of calls to the emergency services). Prepay Top-up vouchers must be activated within 90 days of purchase.
3. Any unused credit shall expire 180 days following voucher activation or application of credit to your account. This 180 day expiry period also applies to any credit on your account which has been accumulated on other Three prepay plans if you move to the Plan. Any promotional bonus credit applied to your account including credit applied as a bonus for customers who meet eligibility criteria as provided by Three for various promotions will have an expiry period of 30 days, unless otherwise advised by Three in a particular promotion. Promotional bonus credit is non-refundable where you transfer from the Three network.
4. The Plan includes (i) unlimited Any Network minutes for use within Republic of Ireland and the EU (when roaming in the EU), (ii) unlimited Any Network texts for use within Republic of Ireland and the EU (when roaming in the EU), and (iii) ‘All You Can Eat Data’ for use in Republic of Ireland and 13GB of data for use in EU (when roaming in the EU) (collectively called the “Plan Benefits”) for €15 Top Up. Network minutes and texts are available for calls and texts to Irish and EU networks (when roaming in the EU) – some exclusions apply as set out below.
5. Unlimited elements of the Plan are subject to a Fair Usage Policy. Any Network Texts have a fair usage policy limit of 3,000 texts for use within the Republic of Ireland and the EU (when roaming in the EU) for the 28 day period succeeding your top up. Any Network minutes have a fair usage policy limit of 10,000 minutes for use within the Republic of Ireland and the EU (when roaming in the EU) for the 28 day period succeeding your top up. These allowances apply for the 28 day period succeeding your top up only. You will be contacted by Three if your usage exceeds our fair usage policy. Three reserves the right to charge customers who persist in using the service where such usage has been deemed excessive or to suspend, at its absolute discretion, modify or restrict your use of the service or to disconnect you from the Three network. Any usage over these limits will be charged at standard 3 Prepay rates set out at <https://www.three.ie/legal/pricing/>
6. Included minutes apply to calls to any network mobile and landlines numbers in the Republic of Ireland. Excludes international, premium rate and directory enquiries calls.

7. Included texts apply to text messages to any network mobile numbers in the Republic of Ireland. Excludes texts to landlines, international texts, premium rate texts and picture messages.
8. When you Top Up by €15 or more in one transaction the Plan will activate and the Plan Benefits will be made available to you. This €15 charge will apply each time you Top Up by €15 or more in one transaction.
9. If you need to Top Up again during your 28 day Plan Benefit period, it is recommended that you Top Up by less than the minimum amount if you want to retain the Plan Benefits for your existing 28 days Plan period i.e. €5 or €10 top up. A top up by €15 or more within an existing 28 Plan Benefit period will re-activate the Plan and a new 28 day Plan period will commence.
10. The Plan Benefits will only be applied once you Top Up by €15 or more in one transaction.
11. Plan Benefits will expire after 28 days if unused.
12. You must Top Up by the minimum €15 amount, as specified above, every 28 days in order to receive the Plan Benefits, otherwise standard 3 Prepay base rates set out a <https://www.three.ie/legal/pricing/> will apply.
13. You may only avail of one set of Top Up Plan benefits at a time. When you select this Plan, it will replace existing Plan Benefits and the 28 day period for any existing Plan Benefits will immediately come to an end.
14. There is no carry over of unused Plan Benefits if you change Top Up offers or complete a new minimum amount Top Up before or after your 28 day Plan period expires.
15. If you are on a different plan and change to the Plan, no benefits associated with your previous plan will be carried over to your new Plan.
16. Access to 5G is included in the Plan and is strictly subject to a customer's handset 5G capability and 5G network coverage.
17. A reminder will be sent via SMS to customers on the Plan close to the end of the 28 day period to advise that their Plan Benefit period is nearing expiry. Three does not warrant or represent that it shall send such a reminder and it shall not be responsible for any liability incurred by Customers as a result of its failure to do so.
18. It is not possible to purchase a Top Up or to trigger the Plan from any Three Prepay credit you may have on your account balance.
19. 'All you Can Eat Data' terms are available at <https://www.three.ie/legal/terms/all-you-caneat-data>