

Three Refer a Friend rules

Three Refer a Friend scheme - terms and conditions

Participation in the Three Refer a Friend scheme

1. These terms and conditions apply to the Three Refer a Friend scheme (the “ **Scheme** ”) whereby prepay customers of Three Ireland (Hutchison) Limited and Three Ireland Services (Hutchison) Limited (each trading as “Three”)(**Recruiter(s)** ”) are awarded either Three prepay promotional credit or a voucher for non-Three services, at Three’s sole discretion, (“Recruit & Reward **Credit** ”) for recruiting new prepay customers who purchase a prepay mobile phone from Three on three.ie only (“ **Recruitee(s)** ”) to the Three network (“**Three**”) using the link provided by the Recruiter, subject to Recruitee also topping up their Three prepay account by at least €20 within 30 days of their mobile phone purchase.

2. The Scheme is only for personal and consumer use. Recruit & Reward Credit is personal to Recruiters and Recruitees and cannot be transferred, sold or in any way traded.

3. In order to be eligible to be a Recruiter, participants must satisfy the following criteria:

1. Participants must be an active Three prepay customer; and
2. Participants must have successfully made a connecting call or SMS using their Three SIM card to any mobile, or used mobile data using their Three SIM card, at least once within the 3 month period immediately preceding the date on which the Recruitee purchases a prepay mobile phone and tops up by at least €20 further to these terms..

4. In order to accumulate Recruit & Reward Credit, Recruiters and Recruitees must satisfy the eligibility criteria at the time of recruiting and participating in the Scheme.

5. The Recruit and Reward Credit is to the value of €20. Recruit and Reward Credit comprising either promotional credit or a voucher for a non-Three service, at Three’s sole discretion, will be provided by Three to the Recruiter and the Recruitee, subject to the Recruitee meeting the mobile phone purchase on three.ie only and the top up purchase requirements and the Recruiter remaining an active Three prepay customer. Where Recruit and Reward Credit comprises a promotional voucher for a non-Three service any such voucher shall be subject to third party voucher provider terms. Any non-Three vouchers must be used within 30 days of receipt.

Where Recruit and Reward Credit comprises Three prepay promotional credit, **this credit cannot be used to activate a Three prepay price plan and can be used for out of allowance usage only. Three prepay promotional credit shall expire after 30 days.**

6. Recruiters must register for the Scheme at the appropriate Refer a Friend page on three.ie

7. Recruiters must only use one or more of the following methods to distribute and promote the Scheme

- a. promote the Scheme through social media or their own website or a site controlled by the Recruiter; or

b. email prospective Recruittees directly at an email address known to belong to the prospective Recruittee and to which the Recruiter is authorised to address communications, but only where such email shall not constitute an unsolicited communication within the meaning of the European Communities (Electronic Communications Networks and Services)(Privacy and Electronic Communications) Regulations 2011, as may be amended or repealed from time to time.

8. Where a Recruiter provides any data identifying a person to Three in connection with the Scheme (including name, phone number, postal address, email address or any other 'personal data' as defined in the Data Protection Acts, 1988 to 2018):

a. the Recruiter is solely responsible for compliance with all applicable data protection laws, codes, guidelines and in particular the Data Protection Acts, 1988 to 2018 , and the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011 (together "Data Protection Legislation");

b.in particular, the Recruiter represents and warrants that they will obtain the prior consent of the Recruittee to the sharing of any personal data with Three and must make the Recruittee aware that his or her data will be processed by Three in connection with the Scheme as outlined in Three's Privacy Policy available at: <https://www.three.ie/legal/privacy.html>; and

c. The Recruiter is solely responsible for compliance with this Term 8 and, before participating in the Scheme, particular attention should be paid by Recruiter to the consequence of failing to adhere to this Term.

9. Three shall track new Recruittees linked to the referring Recruiter's Refer a Friend registration page and the link provided by the Recruiter to the Recruittee. All Recruit & Reward Credit will be determined by Three and communicated to Recruiters via email or SMS. Recruit & Reward Credit comprising Three prepay promotional credit shall automatically be added to the Recruiter's prepay account and shall be applied within seven days (ordinarily on the succeeding Friday) of the required Recruittee minimum €20 top up within 30 days of mobile phone purchase on three.ie. Recruit and Reward Credit comprising a voucher for non-Three services shall be issued by email within seven days (ordinarily on the succeeding Friday).

10. Recruittees' Recruit & Reward Credit comprising Three prepay promotional credit shall be applied to the Recruittee's account within seven days of purchase of a €20 top up of their Three prepay account within 30 days of their mobile phone purchase on three.ie or issued by email where it comprises a third party voucher.

11. Three's decision as to the nature of the Reward & Reward Credit owed to a Recruiter or Recruittee is final and no correspondence will be entered into.

12. Recruit & Reward Credit cannot be redeemed as cash,

13. Recruiters and Recruittees must remain active Three customers in order to receive all accumulated Recruit & Reward Balance. If either ports their number out from the Three network, their Recruit & Reward Credit balance may be cleared down immediately,

14. If any term or condition set out herein is judged to be invalid, illegal or unenforceable, the remaining terms and conditions will not be prejudiced but will be deemed modified to the extent

necessary to render such term or condition enforceable, and the rights and obligations of the Parties will be construed and enforced accordingly.

15. Persons participating in the Scheme shall be deemed to have unequivocally accepted these terms and conditions in their entirety.