

Be Fibre Ltd – Amazon.co.uk Gift Card Promotion

Terms and Conditions

The offer set out below (the **Offer**) is organised and promoted by Be Fibre Ltd, Unit 1, Sankey Valley Industrial Estate, Junction Lane, Newton-Le-Willows, WA12 8DJ (**BeFibre**).

The Offer:

Customers who Complete an Order for any Broadband Product from BeFibre (via its website at www.BeFibre.co.uk) during the Offer Period and satisfy the other eligibility conditions set out in, and otherwise comply with, these Terms and Conditions, will receive a Gift Card (each such term being as defined below).

Definitions:

- **Be-Guarantee of Happiness** means the Customer's right to terminate their Service Agreement for a Broadband Product within thirty days after the installation of that Broadband Product without incurring any termination fees, early cancellation fees or other penalties provided that the Customer complies with the terms of the Be-Guarantee of Happiness (which are set out on BeFibre's website at www.Befibre.co.uk, subject as varied from time to time) and notifies BeFibre of the termination of the Service Agreement within ten days after the end of such thirty-day period;
- **Broadband Product** means either a Be150, Be500 or Be900 product provided by BeFibre;
- **Commitment Date**, in respect of a Customer, means the first date on which each of the following shall have occurred:-
 - (a) the Customer shall have Completed their Order;
 - (b) the Customer's Broadband Product shall have been installed in accordance with their Service Agreement;
 - (c) the Customer shall have paid to BeFibre (in full via direct debit) the fee for their first month's use of the Broadband Product pursuant to the Order (such payment generally to be made within eleven days after the installation of such Broadband Product, unless otherwise specified by BeFibre); and
 - (d) the period during which the Customer may exercise their right to cancel their Service Agreement under the Be-Guarantee of Happiness (being the period of ten days following the thirty-day cancellation period under the Be-Guarantee of Happiness) shall have expired without the Customer having exercised that right;
- **Completion**, in respect of an Order, means the first date on which the Customer shall have agreed to purchase the relevant Broadband Product and to enter into a Service Agreement for it, submitted their payment details to BeFibre, and received a confirmation of the Order and of the date of the installation of their Broadband Product (in each case, via BeFibre's website at www.Befibre.co.uk); and **Complete, Completed** and any other derivatives of **Completion** will be construed accordingly;
- **Customer** means the person who enters into a Service Agreement with BeFibre and who opens an account with BeFibre pursuant to that Service Agreement;
- **Gift Card** means the £50 Amazon.co.uk Gift Card made available by BeFibre pursuant to the Offer;
- **Offer** shall be as defined above;
- **Offer Period** means the period during which the Offer is available as set out in paragraph 1 below;
- **Order** means an order for the provision of one or more Broadband Products to the Customer pursuant to a Service Agreement for a period of not less than 12 months; and

- **Service Agreement** means a contract between a Customer and BeFibre (in such form as BeFibre may stipulate from time to time) for the provision of a Broadband Product for a period of not less than 12 months.

How to claim your Amazon.co.uk Gift Card:

1. The Offer Period commences at 00.01am on Friday, 19th April 2024 and closes at 12:00pm on Tuesday, 30th April 2024. In order to qualify for the Offer, all Orders must be Completed by no later than that closing time; any Orders Completed after that closing time will not be valid or accepted.
2. To be eligible, you will need to Complete an Order. You will be automatically registered for the Offer [when you Complete your Order] unless you contact BeFibre at support@be-fibre.co.uk to advise that you are not eligible for the Offer.
3. As soon as reasonably practicable following your Commitment Date, you will be contacted via e-mail (**Confirmatory E-mail**) by or on behalf of BeFibre and provided with instructions on how to claim your Gift Card.
4. You must claim your Gift Card within 30 days of receiving the Confirmatory E-mail.
5. BeFibre will use its reasonable endeavours to provide you with your Gift Card within 48 hours of your claim (subject as provided in these Terms and Conditions).
6. By Completing your Order via www.Befibre.co.uk, you are deemed to agree to:-
 - (a) accept the Offer and confirm that you will be eligible to do so and to receive a Gift Card unless you contact BeFibre at support@be-fibre.co.uk to advise otherwise; and
 - (b) be bound by these Terms and Conditions.

Eligibility:

7. This Offer is only open to UK residents aged 18 years or more (except employees or agents of BeFibre (or its holding companies and their subsidiaries) and their families, or any third party directly associated with the administration of this Offer).
8. To qualify for an Offer, you must:-
 - (a) Complete your Order via BeFibre's website at www.Befibre.co.uk;
 - (b) Complete your Order within the Offer Period;
 - (c) as part of your Order, agree to enter into a Service Agreement with BeFibre for the provision of a Broadband Product for a period of not less than 12 months;
 - (d) pay to BeFibre (in full via direct debit) the fee for your first month's use of the Broadband Product pursuant to the Order (such payment generally to be made within eleven days after the installation of such Broadband Product, unless otherwise specified by BeFibre); and
 - (e) not exercise your right to cancel your Service Agreement under the Be-Guarantee of Happiness at any time within the thirty-day cancellation period under the Be-Guarantee of Happiness or the period of ten days following the expiry of such cancellation period.
9. Only one entry per household is permitted.
10. If you Complete your Order after the closing time referred to in paragraph 1, you will not be eligible for the Offer.

11. Orders which are not Completed will not be eligible for the Offer.
12. You will not be eligible for the Offer unless and until your Commitment Date occurs.
13. BeFibre reserves the right to require you to provide proof that you are eligible for the Offer, or to withhold or withdraw the Offer from anyone when BeFibre has reason to believe that there has been a breach of these Terms and Conditions.

Gift Card:

14. The Gift Card is non-exchangeable, non-transferable and non-negotiable. No cash alternative is available.
15. BeFibre reserves the right to replace the Gift Card with an alternative card, voucher or token of equal or higher value if circumstances beyond BeFibre's control make it necessary to do so.
16. The decision of BeFibre regarding any aspect of the Offer is final and binding and no correspondence will be entered into about it with any person.

Limitation of Liability:

17. Insofar as permitted by law, BeFibre, its agents or distributors will not in any circumstances be responsible or liable to compensate Customers or any other person, or accept any liability, for any loss, damage, personal injury or death occurring as a result of the issue or receipt of a Gift Card, except where it is caused directly by the negligence of BeFibre, its agents or distributors or that of their respective employees. Your statutory rights are not affected.
18. Neither BeFibre nor its agents or distributors will be responsible in any manner for:-
 - (a) Gift Cards that are lost, mislaid, damaged or delayed in transit for any reason whatsoever;
 - (b) Orders not successfully Completed, the non-occurrence of a Commitment Date, or any failure to issue or receive an Order, Confirmatory E-mail or Gift Card, due to a technical fault, malfunction or interruption, computer hardware, software or other equipment failure, or systems, satellite, network or server failure or fault of any kind, or for any other reason;
 - (c) incomplete or inaccurate contact details being provided when Completing an Order which prevents BeFibre from contacting you; or
 - (d) any failure or omission on your part to accept delivery of, or collect, a Gift Card.

Data Protection and Publicity:

19. BeFibre is committed to protecting and respecting your privacy. Any personal data provided as part of, or pursuant to, the Offer will only be used and processed in accordance with these Terms and Conditions and BeFibre's Privacy Policy which is available on its website at www.Befibre.co.uk.

General:

20. BeFibre reserves the right to hold void, cancel, suspend or amend the terms of the Offer where BeFibre, in its discretion, considers it necessary to do so for any reason.

21. These Terms and Conditions are set out on BeFibre's website at www.Befibre.co.uk. BeFibre reserves the right to update these Terms and Conditions from time to time and any updated version of these Terms and Conditions will be effective as soon as it is published on that website.
22. The Offer and these Terms and Conditions are governed by English law. If any Customer or other person wishes to take court proceedings in respect of any aspect of the Offer, then they must do so in the English courts.
23. If you have any questions regarding the Offer or these Terms and Conditions, please contact: support@be-fibre.co.uk.

Be Fibre Ltd:

- Registered Office: Unit 1, Sankey Valley Industrial Estate, Junction Lane, Newton-Le-Willows, WA12 8DJ
- Registered Company Number: 13406629