

# TERMS OF REFERENCE

## JT Charity Prize Donation

### INTRODUCTION

1. These Terms of Reference govern a donation that may be made by Us to You.
2. We have agreed to make a donation of one year's service to You, a not-for-profit organisation, charity, school or registered community group, to use as a prize in a lottery, raffle or competition run by You, subject to these Terms of Reference. Any capitalised term not defined in these Terms of Reference shall have the meaning given to it in Our [Definitions](#) Terms and Conditions.

### THE DONATION

3. The donation by Us will be in the form of a voucher for one Mobile, Broadband and Landline Service as further described in the tables at [Appendix A](#) to these Terms of Reference (the "Free Service") free of monthly Service Charges for a period of 12 months (the "Voucher").
4. You alone will be responsible for organising and running the lottery, raffle or competition and for determining or selecting the winner of the Voucher (a "Winner"). For the avoidance of doubt, We shall not be referred to as a promoter or organiser of any lottery, raffle or competition or in any capacity other than the donor of the Voucher as a prize.

### THE VOUCHER

5. You must inform Us of the date of the event at which the Voucher is to be awarded or won and/or the closing date of the competition, as applicable, and the Voucher will be valid for a period of 6 months from that date (the "Validity Period").
6. You will be responsible for informing participants in the lottery, raffle or competition of the terms applicable to the Voucher and the use of the Free Service by making a copy of the Prize Terms (in the form attached at [Appendix B](#)) available to such persons in good time, but by no later than the time at which the Winner is determined or selected.
7. The Winner will be required to attend Our retail store in Jersey or Guernsey (as applicable) to redeem the Voucher in person but We will be under no obligation to check that the holder of the Voucher at that time is, in fact, the person that was the winner of the lottery, raffle or competition.
8. You acknowledge and accept the various rights, obligations and limitations set out in the Prize Terms as they will apply to a Winner.

### USE OF OUR NAME

9. You agree that You will acknowledge Us as the donor of the Voucher to the extent reasonably requested by Us, including by publishing Our name on Your website and/or in materials advertising the lottery, raffle or competition and in participating in publicity initiatives or events organised by Us. To the extent that You use Our name and logos in connection with any lottery, raffle or competition, You will use only the promotional materials provided to You by Us and in accordance with the instructions that will be provided at the same time.

### LIABILITY

10. To the full extent permitted by law, We and other members of the JT Group exclude all liability for any loss, damage, claim, injury, cost or expense whatsoever which is suffered or incurred by any person arising out of, or in any way connected with the donation of the Voucher to You or its redemption, including without limitation any direct, indirect, economic or consequential loss and any loss arising from any negligent act or omission of You or any other member of the JT Group. Our liability in respect of the Free Service itself will be governed by the applicable terms of conditions referred to in the appended Prize Terms.

# TERMS OF REFERENCE

## DATA PROTECTION

11. In connection with Our donation of the Voucher to You, We will be the controller of the personal data of the individuals representing You. We will handle such personal data in accordance with Our privacy policy, which can be found at [www.jtglobal.com/global/privacy-policy/](http://www.jtglobal.com/global/privacy-policy/).
12. We will use the personal data of the individuals representing You solely for the purposes of administering the donation of the Voucher to You.
13. Without prejudice to the detailed provisions of Our privacy policy, the individuals representing You have a right to ask for a copy of the personal information held about them in Our records by emailing [dpo@jtglobal.com](mailto:dpo@jtglobal.com). If any such person requires Us to correct any inaccuracies, they can write to Customer Services, PO Box 53, No 1 The Forum, Grenville Street, St Helier, Jersey JE4 8PB or email customer services at [customer.services@jtglobal.com](mailto:customer.services@jtglobal.com).

## GOVERNING LAW AND JURISDICTION

14. In the case of a donation by JT (Jersey) Limited, these Terms of Reference and the Prize Terms shall be governed by and construed in accordance with the laws of Jersey and the Royal Court of Jersey shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms of Reference or the Prize Terms. In the case of a donation by JT (Guernsey) Limited, these Terms of Reference shall be governed by and construed in accordance with the laws of Guernsey and the Royal Court of Guernsey shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with them.

# TERMS OF REFERENCE

## APPENDIX A – THE SERVICE

Where You are in Jersey:

Product	Plan and Allowance	Monthly Price
Mobile	250 worldwide minutes and texts, 2Gb local data, 2Gb roaming data – UK/EU/US	£13.50
	And	
Broadband	Unlimited usage allowance – 944Mb/94Mb	£39.51
	And	
Landline	Coreline rental	£14.31
	<b>Bundle Total</b>	<b>£807.84</b>

Where You are in Guernsey:

Product	Plan and Allowance	Monthly Price
Mobile	250 worldwide minutes and texts, 2Gb local data, 2Gb roaming data – UK/EU/US	£12.86
	And	
Broadband	Unlimited usage allowance – 20Mb Copper or 50Mb Fibre	£25.83
	And	
Landline	Coreline rental	£13.86
	<b>Bundle Total</b>	<b>£630.60</b>

# TERMS OF REFERENCE

## APPENDIX B – THE PRIZE TERMS

In these terms, which govern the use of the Voucher and its redemption, the person in possession of the Voucher as a winner in a lottery, raffle or competition is referred to as a “**Winner**”.

1. The prize will be in the form of a voucher for the following JT service (the “**Service**”) free of monthly service charges for a period of 12 months (the “**Voucher**”):

Product	Plan and Allowance
Mobile	250 worldwide minutes and texts, 2Gb local data, 2Gb roaming data – UK/EU/US
Broadband	Unlimited usage allowance In Jersey: 944Mb/94Mb In Guernsey: 20Mb Copper or 50Mb Fibre
Landline	Coreline rental – Jersey/Guernsey

2. The Voucher will be valid for a period of 6 months from that date on which it is won as a prize (the “**Validity Period**”). The Voucher will give the holder the right to receive and use the Lump Sum described below and it may not be redeemed against any goods or other products sold by JT.
3. The Winner will be required to attend JT’s retail store in Jersey (in the case of a donation by JT (Jersey) Limited) or Guernsey (in the case of a donation by JT (Jersey) Limited) during the Validity Period with the Voucher in order to redeem it. The Voucher will expire at the end of the Validity Period and the Winner will not be able to redeem it after expiry. JT will redeem the Voucher in favour of the holder and JT will be under no obligation to check that the holder of the Voucher at that time is, in fact, the person that was the winner of the lottery, raffle or competition.
4. The Voucher will entitle the Winner to claim the value of one Service in Jersey or Guernsey (as the case may be) for a period of 12 months. This value will be used as described below.
5. There are no connection fees payable in respect of the Service.
6. Where the Winner does not have a JT account, the Winner will be required to set up an account with JT and shall be subject to JT’s onboarding process (including identity verification) and the rights under the Voucher may not be claimed if the Winner fails to satisfy the requirements of JT’s onboarding process. JT’s decision in this regard shall be wholly within its discretion and final.
7. Where the Winner has an existing JT account, a credit will be applied to that account as a one-off lump sum for the value of the total 12 monthly service charges of the Service (the “**Lump Sum**”) promptly after the Winner redeems the Voucher. Where the Winner does not have an existing JT account, the Lump Sum credit will be applied to the Winner’s account on whichever is the later of the redemption of the Voucher or the opening of the new account. The amount of the Lump Sum is equal to the 12 monthly service charges for the Service only and that amount will not reflect the cost of any out-of-bundle usage, bolt-ons or any other service or product associated with the Service or its use.
8. Once the Lump Sum is applied to an account, JT will deduct the charges for the Service from it. In addition, JT will also deduct from the Lump Sum the charges for any other JT services on that account at the relevant time to the extent that the Winner does not pay for those other services separately. Once the value of the Lump Sum is exhausted, whether by the deduction of charges for the Service or by the deduction of charges for any other JT services on the account, the Winner will have no further rights arising out of the Voucher.
9. Where the Winner was a Service subscriber prior to winning the Voucher, the Winner can continue with the Service and the Lump Sum will be applied as a one-off credit to the Winner’s JT account.

# TERMS OF REFERENCE

10. Where the Winner was a JT service subscriber but not receiving the Service prior to winning the Voucher, the Winner may use the Voucher to upgrade to benefit from the Service, without incurring any minimum term charges, and the Lump Sum will be applied as a one-off credit to that upgraded account.
11. Where, at any time, the Winner fails to satisfy JT with regard to any credit check undertaken or JT has reasonable grounds to suspend or terminate a service under the JT terms of service, JT may without prejudice to its rights under its terms of service subject the Winner's account to such usage restrictions and additional requirements as JT, in its sole discretion, considers it appropriate to impose.
12. The Voucher is non-transferable (whether by sale, gift or otherwise) and non-refundable. JT will have no obligation to honour any Voucher, and it will not honour any Voucher, that any person (legal or natural) other than the Winner seeks to redeem. Following redemption of the Voucher, the Winner will be entitled to deal with the prize as they see fit, except that where the prize is any of JT's services, the person claiming the prize in place of the Winner will be subject to the relevant terms of these Prize Terms and will, among other things, have to satisfy the requirements of JT's onboarding process in order to have the benefit of the prize and will thereafter have to abide by applicable JT terms of service.
13. The Winner will not be entitled to receive any cash, other service, other alternative to the Voucher or compensation from JT if, at any time before the Lump Sum is exhausted, the Winner (i) fails to satisfy the requirements of JT's onboarding process; (ii) fails to comply with these Prize Terms or the applicable JT terms of service; or (iii) cancels the Service, or if JT terminates the Winner's service in accordance with its terms of service, and, in all such cases, the remainder of the unused Lump Sum will be removed from the Winner's JT account without any right to compensation.
14. The use of the Service by the Winner will be governed by the following JT terms of service: JT Data Services (Jersey) in the case of a donation by JT (Jersey) Limited or JT Data Services (Guernsey) in the case of a donation by JT (Guernsey) Limited, JT Exchange Line Service and JT Post-Paid Mobile Telephone Service, which are available online at: <https://www.jtglobal.com/global/terms-conditions/>. These Prize Terms shall be read as a supplement to those terms of service.
15. The Winner may be asked by JT to agree to having their photograph taken when collecting the Voucher and the photograph and their name used by JT for stated publicity purposes. The Winner will not be obliged to consent either to the taking of a photograph or the use of that photograph or their name. Where the Winner is a corporate entity or an unincorporated body or association, JT may ask one or more representatives of that entity, body or association to have their photograph taken and the photograph and their name used by JT for publicity purposes, but again, there will be no obligation to consent.
16. In connection with JT's making the Voucher available to the Winner, JT will be the controller of the personal data of the Winner (or of its representatives where the Winner is a corporate entity or an unincorporated body or association). JT will handle such personal data in accordance with its privacy policy, which can be found at [www.jtglobal.com/global/privacy-policy/](http://www.jtglobal.com/global/privacy-policy/).
17. JT will use the Winner's personal data (or that its representatives where the Winner is a corporate entity or an unincorporated body or association) solely for the purposes of administering the issue and redemption of the Voucher and thereafter for the purposes of, and associated with, its contract with the Winner for the provision of the Service.
18. Without prejudice to the detailed provisions of JT's privacy policy, the Winner (or its representative(s)) has (have) a right to ask for a copy of the personal information held about them in JT's records by emailing [dpo@jtglobal.com](mailto:dpo@jtglobal.com). If any such person requires JT to correct any inaccuracies, they can write to Customer Services, PO Box 53, No 1 The Forum, Grenville Street, St Helier, Jersey JE4 8PB or email customer services at [customer.services@jtglobal.com](mailto:customer.services@jtglobal.com).
19. In the case of a donation by JT (Jersey) Limited, these Prize Terms shall be governed by and construed in accordance with the laws of Jersey and the Royal Court of Jersey shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with them. In the case of a donation by JT

# TERMS OF REFERENCE

(Guernsey) Limited, these Prize Terms shall be governed by and construed in accordance with the laws of Guernsey and the Royal Court of Guernsey shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with them.