

# O2 Open terms & conditions

(as of 24 August 2016)

These terms and conditions tell you what you need to know in order to join O2 Open and, once you've joined, how to qualify for O2 Open on selected Airtime Plans ("Airtime Discount"). Please read them carefully because you will need to accept them in order to join O2 Open or participate in the Airtime Discount.

## 1. Eligibility & Participation

**1.1** To be eligible for O2 Open (the "Scheme"), you must be currently employed by a company or organisation that has successfully registered for O2 Open ("Eligible Employee")

**1.2** To successfully register as a "Scheme Member" you must:

- be an Eligible Employee;
- complete your application for an O2 Open account (see Section 2 for more information) and
- successfully pass our User Verification process (see Section 3 for more information).

**1.3** To participate in the Airtime Discount offer, you must be a Scheme Member, complete a successful application and satisfy relevant eligibility criteria and terms. (See Section 4 for more information).

**1.4** These terms and conditions apply to employees of companies who have been registered to O2 Open on or after 24 August 2016.

## 2. How to register

**2.1** You must register online at [o2.co.uk/open](http://o2.co.uk/open).

**2.2** If you have one, you must use your existing "My O2" username and password or you can set up a "My O2" Username and password prior to your registration for the Scheme.

**2.3** In order to demonstrate your eligibility you must:

**2.3.1** enter your company or organisation's unique 5 character O2 Open code; and

**2.3.2** supply either your current work email address, or if you don't have a work email address, your National Insurance number and a valid copy of your payslip.

## 3. User verification

**3.1** O2 will use the work email address or work payslip provided at Registration, to verify that Scheme applicants are Eligible Employees.

**3.2** If you apply to register using your work email address, you will need to supply a work email address using a valid email domain as specified by the company or organisation you are employed by. We will send a verification email to your work email address. You will need to click the link in this verification email to complete your registration.

**3.3** If you apply to register using your payslip you will need to supply a clear image of your valid payslip. To be valid the payslip must be:

- complete (with no information crossed out or obscured);
- dated within the last 3 months before the date of your application;
- display your name;
- display the company or organisation name you are employed by; and
- display your National Insurance number.

**3.4** If you apply for registration using a copy of your payslip, after your registration is approved we will delete your payslip image. If your registration is declined, we will store your payslip image for a maximum period of one month to give you time to resolve any discrepancies, after which the payslip image will be deleted. In the event that your registration is declined, you will be able to upload another payslip image. If you do so, your old payslip image will be deleted.

**3.5** If you apply for an Airtime Discount and it is over 12 months since we last checked that you were an Eligible Employee, you will need to re-register and complete the verification process again.

## 4. How to apply for an Airtime Discount

**4.1** Only Scheme Members are eligible to apply for Airtime Discounts.

**4.2** All applications for an Airtime Discount must be made online at [o2.co.uk/open](http://o2.co.uk/open), within 28 days of signing up to or upgrading to an O2 Refresh contract for non-excluded devices and only purchased directly from O2 ("Qualifying Contract"). The current list of excluded devices can be found at [o2.co.uk/open](http://o2.co.uk/open).

**4.3** Scheme Members can apply for a maximum of two Airtime Discounts at any one time, of which only one can be applied against a Qualifying Contract for a phone ("Voice

Contract") and only one can be applied against a Qualifying Contract for a tablet or mobile broadband ("Data Contract").

**4.4** The Airtime Discount is applied against the Airtime Plan element only of a Qualifying Contract. For the avoidance of doubt, the Airtime Discount does not apply to the Device Plan element of a Qualifying Contract.

**4.5** An Airtime Discount can only be applied against a Qualifying Contract associated with the Scheme Member's "My O2" account.

**4.6** For the avoidance of doubt, the O2 Open Airtime Discounts cannot be redeemed against O2 Refresh contracts for excluded devices nor the Device Plan element of a Qualifying Contract.

**4.7** If the tariff package associated with a Qualifying Contract has less than 3GB of inclusive data per month, successful applicants will receive a 15% discount against the Airtime Plan element of the Qualifying Contract. If the tariff associated with a Qualifying Contract has 3GB or more of inclusive data per month, successful applicants will receive a 25% discount against the Airtime Plan element of the Qualifying Contract. For promotional tariffs that offer extra data, the pre-promotional level of data will be used to determine the level of discount that will be applied.

**4.8** If you qualify for a 15% discount when you apply for the Scheme and then move to a new tariff which has 3GB or more of data inclusive per month without terminating your Qualifying Contract, you will continue to receive a 15% O2 Open discount.

**4.9** If your application for an Airtime Discount is successful, the Airtime Discount will be applied to your Qualifying Contract within 24 hours. The Airtime Discount will then apply from that point forward but will not apply retrospectively.

**4.10** Airtime Discounts will remain in place for the duration of the Qualifying Contract up to a maximum of 24 months ("Offer Period"). If you leave O2, or your Qualifying Contract is terminated for any reason, including upgrading to a new Qualifying Contract, then the O2 Open Airtime Discount will stop. If you change to a new or upgraded Qualifying Contract, Eligible Employees will need to re-apply for a new O2 Open Airtime Discount meeting all the criteria of joining the Scheme that may apply at that time.

**4.11** If you have an Airtime Discount in place and your company or organisation withdraws from O2 Open, you can continue to benefit from the Airtime Discount for the Offer Period.

**4.12** Airtime Discount offers cannot be used in conjunction with any other offer.

## 5. Other important terms

**5.1** Airtime Discounts or Scheme eligibility may be withdrawn or invalidated if O2 has reasonable cause to suspect fraudulent use or is in material breach of the respective O2 Open or Qualifying Contract terms and conditions.

**5.2** Benefits of the Scheme cannot be transferred and no cash or credit alternatives will be offered.

**5.3** Your information is treated in accordance with O2's Privacy Policy, which can be viewed at [o2.co.uk/termsandconditions/privacy-policy](http://o2.co.uk/termsandconditions/privacy-policy).

**5.4** Information supplied to O2 via our website [o2.co.uk/open](http://o2.co.uk/open) will not be used for marketing purposes. You will be invited to register your marketing preferences when you become an O2 customer.

**5.5** O2 reserves the right to cancel or withdraw the Scheme at any time.

**5.6** O2 reserves the right to change the terms and conditions and/or benefits at any time, subject to notifying the main contact within the eligible company or organisation. By continuing to participate in O2 Open after such notification, you will be taken to have agreed to the changed terms and conditions.

**5.7** If any provision of these terms and conditions is held invalid by any law, rule, order or regulation of any government, or by the final determination of any court of a competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions not held to be invalid.

**5.8** These Terms are governed by English Law and is subject to the exclusive jurisdiction of the English courts.

**5.9** The Airtime Discount offer is promoted by Telefónica UK Limited, 260 Bath Road, Slough, SL1 4DX.