

Microsoft Surface 3 4G LTE – O2 Surface Pen Giveaway

This promotion to receive a Microsoft Surface Pen (the “**Pen**”) for free when bought with a Microsoft Surface 3 4G (the “**Promotion**”) is being promoted by Telefónica UK Limited having its registered office at 260 Bath Road, Slough SL1 4DX (“**O2**”). Please read the following terms and conditions carefully. These terms and conditions govern the Promotion.

1. The Promotion is open to residents of the UK, the Channel Islands and the Isle of Man who are O2 Business customers over the age of 18. This excludes employees and their immediate families of O2, its subsidiaries or affiliated companies, or anyone professionally connected to the Promotion.
2. No third party entries, bulk applications or applications submitted by agents will be accepted.
3. Provided you (hereinafter “**you**” or the “**Participant**”) complete a valid purchase of a Microsoft Surface 3 4G (the “**Device**”) through O2 Business you will be entitled to receive the Pen for free, subject to availability and while stocks last (300 Pens are available).
4. Available on O2’s Business Essentials tariff only; terms and eligibility criteria apply. For further details see o2.co.uk/termsandconditions/business.
5. The Promotion will run from 7 July 2015 – 30 September 2015 (the “**Promotion Period**”). O2 reserves the right to extend or shorten the Promotion Period at any time.
6. You will only be entitled to one Pen per Device purchased.
7. You will be entitled to receive the Pen provided that You:
 - purchase the Device from o2.co.uk or through an O2 Business Agent;
 - make a claim through the promotional site at (www.free-pen.o2.co.uk) before the end of the Promotion Period and use Your gift code, along with the 15-digit IMEI number written on the barcode of the Device and then fill out Your contact details (You can find Your gift code on the reverse of the promotional leaflet enclosed with the Device) (a “**Claim**”); and
 - do not cancel Your order or return the Device within the first 14 days of purchase (together the “**Claim Process**”).
8. Provided that You followed the Claim Process and subject to availability, a Pen will be posted to You within 28 days of your Claim (the “**Postal Period**”).
9. O2 does not guarantee that you will receive a Pen within the Postal Period and reserves the right to extend the Postal Period at any time. If you have not received a Pen within the Postal Period, please contact customer service by email at support@free-pen.o2.co.uk.
10. Pens will be selected at random and You will not be able to specify a preferred colour or any other specifications.
11. Participants must retain their receipts as proof of purchase.
12. O2 accepts no responsibility for incorrectly completed, lost or delayed Claims, entries, notices, acceptances, or other documents related to the Promotion.
13. O2 reserves the right to substitute the Pen for an alternative of equal or greater value. This decision will be final and no correspondence will be entered into.
14. For the avoidance of doubt, the Promotion only includes the Pen and there will be no cash or other alternatives.
15. All data collected in relation to the Promotion will be used in accordance with O2’s Privacy Policy (<http://www.o2.co.uk/termsandconditions/privacy-policy>).

16. O2 reserves the right to verify all Claims including but not limited to requesting Participants to provide a proof of address, identity, purchase and/or any further details (the "**Verification Details**"). You must provide the Verification Details within 14 days of O2's request.
17. O2 reserves the right to refuse a Claim and/or withdraw a Claim entitlement.
18. O2 reserves the right to withdraw or amend the Promotion at any time on reasonable notice.
19. 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.
20. The Promotion is governed by English Law and is subject to the exclusive jurisdiction of the English courts.