

TERMS OF REFERENCE

Best Price Guarantee Promotion Christmas 2024

These Terms of Reference are provided in addition to and must be read in conjunction with Our Equipment Purchase Terms and Conditions which are available at <https://www.jtglobal.com/global/terms-conditions/>. Any capitalised term not defined in these Terms of Reference shall have the meaning given to it in Our [Definitions](#) Terms and Conditions.

1. This offer is available where You are a new customer and You:
 - (a) wish to purchase from Us, by signing up to a Pay Monthly Plan, an item that is advertised on Our shop website (<https://shop.jtglobal.com/>) (the “**Online Shop**”) between 1 November 2024 and 31 December 2024 (the “**Promotion Period**”) and at the same time notify Us of a Lower Priced Plan; in which case We will match the price of the Qualifying Purchase with the price of the Lower Priced Plan subject to these Terms of Reference (the “**Best Price Guarantee**”); and/or
 - (b) purchase an item from the Online Shop under a Pay Monthly Plan with a repayment period of 36 months (“**36 Month Plan**”).
2. For a claim to be valid under the Best Price Guarantee, You must have satisfied each of the conditions set out in these Terms of Reference, provided details of a Lower Priced Plan, submitted such details to one of Our employees at the time of sign up to the Qualifying Purchase and signed up to or made the Qualifying Purchase in compliance with the claim processing procedure, as set out in these Terms of Reference.
3. A “**Qualifying Purchase**” means an item available to purchase from Us via a Pay Monthly Plan that is advertised in the Online Shop and to which You sign up during the Promotion Period.
4. The following purchases do not qualify for the Best Price Guarantee:
 - (a) Pay Monthly Plans that are delayed and/or otherwise not entered into immediately at the time of sign up;
 - (b) item purchases not concluded immediately; and
 - (c) items which are sold together with a free gift.
5. For the avoidance of doubt, this Best Price Guarantee applies to Qualifying Purchases available to purchase from Us during the Promotion Period via a Pay Monthly Plan only.
6. A “**Lower Priced Plan**” means a pay monthly plan equivalent to the Pay Monthly Plan for a Qualifying Purchase which:
 - (a) is published at the same time You make the Qualifying Purchase by an alternative retail store located in the same Channel Island (the “**Competitor**”) in one of the following media:
 - (i) on the website of the Competitor;
 - (ii) in print media published in the Channel Islands by the Competitor; and/or
 - (iii) in advertising material placed in retail stores of the Competitor in the Channel Islands,
 - (b) is for the identical item purchased from Us via a Pay Monthly Plan and subject to the same Terms and Conditions as apply to the Qualifying Purchase (these Terms and Conditions can be found at the time of signing up at <https://www.jtglobal.com/global/terms-conditions/>);
 - (c) can be paid for by You using the same method of payment that was used for the Qualifying Purchase; and
 - (d) includes the same services as the Qualifying Purchase for which We do not charge extra as advertised in the Online Shop.
7. The following do not qualify as Lower Priced Plans and as such are not eligible under this Best Price Guarantee:
 - (a) pay monthly plans equivalent to the Pay Monthly Plans that are not available to the general public;
 - (b) pay monthly plans equivalent to the Pay Monthly Plans that have been reduced as a result of promotional discounts, stock clearance or other such existing offers;

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- (c) where the item purchased under the Lower Priced Plan is not available in the stock of items in the possession of the Competitor in the Channel Islands;
 - (d) where the ostensibly lower priced pay monthly plan equivalent to the Pay Monthly Plan is provided for free or for no consideration;
 - (e) where the ostensibly lower priced pay monthly plan equivalent to the Pay Monthly Plan has been individually negotiated or quoted to You as a result of such negotiation;
 - (f) where the ostensibly lower priced pay monthly plan equivalent to the Pay Monthly Plan is the result of a pricing or inventory caching error made by a party other than Us; and
 - (g) where the ostensibly lower priced pay monthly plan equivalent to the Pay Monthly Plan is offered under a promotion with a third party.
8. In order to make a claim under the Best Price Guarantee, You must:
- (a) take and save a photograph/screenshot or, alternatively, print and scan a copy of the advertisement or web page where the Lower Priced Plan appears ensuring that the photograph/screenshot or copy clearly shows the price of the Lower Priced Plan inclusive of all taxes, fees and surcharges for the same payment method, the pay monthly plan equivalent to Pay Monthly Plan, the same Terms and Conditions as apply to the Pay Monthly Plan, the website URL and the date and time the Lower Priced Plan was available; and
 - (b) present such photograph/screenshot or copy in order to verify the Lower Priced Plan to one of Our employees at one of Our retail stores in Jersey or Guernsey at a time when the retail stores are open for business during the Promotion Period.
9. Claims shall be submitted only via the prescribed methods as outlined above and not through any other of Our email addresses or phone or fax numbers as in such event the claim shall be invalid.
10. Following submission of Your claim, We must be able to verify the Lower Priced Plan and confirm that the same did not exist in the Online Shop. We reserve the right to deny any claims that cannot be reasonably verified, or which are due to third party pricing errors, or for which You have provided incomplete information or if there is evidence of tampering. If Your claim is rejected, Our decision is final and We shall not entertain any appeals for any rejection of claims without prejudice to Your statutory rights.
11. In any event, upon presentation by You of the necessary details of the Lower Priced Plan set out above, We will make a decision to either confirm or deny Your claim in accordance with these Terms of Reference. If the We accept the claim We will match the price of the Qualifying Purchase with the price of the Lower Priced Plan.
12. We reserves the right to modify or cancel the Best Price Guarantee at any time without prior notice. Any modification will be effective upon it being published in print media at Our behest, on Our own website <https://www.jtglobal.com> and/or in Our retail stores in Jersey and Guernsey. This does not affect claims submitted in accordance with these Terms of Reference prior to such modification or cancellation.
13. Any personal information provided by You as part of Your claim will be dealt with by Us in accordance with Our privacy policy, which can be viewed at www.jtglobal.com/global/privacy-policy/.