

# Prepay Data Plus

The following terms and conditions of the Tesco Mobile Prepay Data Plus offer ("Offer") are in addition to and form part of the [General Terms and Conditions](#) of the Tesco Mobile Services which are available at [our terms and conditions page](#) and the standard Prepay Terms and Conditions available [here](#). In the event of any conflict the specific terms and conditions below shall prevail.

Note that capitalised words have special meanings - see the "Definitions" section at the end of these terms:

The Offer of 100 GB of Data, 500 any network minutes, 500 any network texts, Unlimited\*Tesco Mobile to Tesco Mobile minutes and texts is available to all new and existing Tesco Mobile Prepay customers that Top-up by a minimum of €15 in one go, every 28 days from 14<sup>th</sup> July 2022 ("Prepay Data Plus"). Any network minutes/texts are to landlines and mobile phones in the Republic of Ireland and while roaming in the EU. To avail of the Offer, existing Tesco Mobile Prepay customers have to switch to this plan.

*\*Fair usage applies to Unlimited services and 100 GB of Data - i.e., per 28-day period, 100GB Data for use in the Republic of Ireland of which up to 12.2GB can be used while roaming in the EU. 3,000 Tesco Mobile to Tesco Mobile minutes and texts. Once you exceed the fair use limits, [out of bundle](#) rates apply. Offer excludes roaming outside of the EU, international calls, directory enquiries, premium rate, non-standard number and other non-geographic usage (other than calls to 1850, 1890, 0818 and 076 from 1 December 2019).*

To avail of the Offer, customers must Top-up by a minimum of €15 in one go every 28 days and maintain a positive credit balance to continue to receive the Offer. When you Top-up by €15 in one transaction, a €15 charge will be debited from your credit and the Offer will activate. This €15 charge will apply each time you Top-up by €15 in one transaction. There is no carryover of Offer allowances following any 28-day period. If you Top-up again before the end of the initial 28-day term by €15 in one go, then a new 28-day term starts, and the Offer allowances are re-set. This means you will lose any remaining allowances from the initial top-up as there is no carry over of allowances. If you need to Top-up again during your initial 28-day term, it is recommended that you Top-up by less than the minimum amount if you want to retain the Offer allowances i.e., €5, €10. This credit will be added to your main account credit. If you fail to complete the minimum Top-up before the end of a 28-day term, then you will lose the Offer allowances and will be charged the Standard Rates for calls, texts, and data. However, topping up by the required €15 in one go, will again reactivate the Offer.

Main account credit has an expiry period of 12 months i.e., you have 12 months to use the credit on out of bundle services. For example, if you Top-up by €30 in one go, €15 of the Top-up value is used to activate the Offer, while €15 is placed in the main account credit. Main account credit is used for out of bundle services such as international calls or premium rate services. This main account credit will expire 12 months after the credit is applied to the main account credit following a Top-up event.

Customers are eligible for the Offer so long as they remain a Tesco Mobile Prepay Data Plus customer and Top-up by a minimum of €15 for each 28 day benefit allowance. For the avoidance of doubt, customers who leave Tesco Mobile will no longer be eligible for the Offer and will lose any unused benefit allowances or credit provided to customers by Tesco Mobile, including but not limited to pre-installed credit, porting credit, promotional credit and goodwill credit. A prepay customer is entitled to a refund of any remaining top-up credit paid for by them when they switch to another operator and claim that refund within 3 months of switching. If you believe that you are eligible for a prepaid credit refund, please contact 1903.

Top-up vouchers must be added to your account within 24 months of purchase or will expire. Retailers may apply a charge for purchasing Top-up vouchers which is outside our control.

There is a maximum credit ceiling of €120 for Top-ups. We will endeavour to alert you if nearing this limit to request that you refrain from topping up for a period so that your credit can be used and your balance falls below the limit. Usage will be charged at Standard Rates. In the event that your credit balance reaches this limit, Top-up facilities will be restricted and your credit will be used as detailed above. Your next Top-up of €15 in a 28-day period will trigger the Offer, subject to the cap not being reached.

The Offer applies to all standard Republic of Ireland mobile and landline calls and data usage in Ireland. In addition, you can use your off-net voice, text and / or data bundle allowances while roaming in the EU in the same way as you would use at home i.e. Roam Like At Home ('RLAH'), however usage may be subject to a Fair Usage Policy ('FUP') and proof of stable links. EU roaming is designed for customers based in the Republic of Ireland who wish to temporarily use their phone while travelling within EU countries. It is not meant for customers living in another EU country. If Tesco Mobile observes excessive roaming usage and presence each month and this usage prevails over a 4-month period (observed cumulatively), Tesco Mobile may contact you to request that you alter your usage pattern. Tesco Mobile reserves the right to request proof of residency in order to enable you to RLAH i.e. use your Plan / Service while roaming periodically in the EU. Proof of residency may be established through registration with the [my.tescomobile.ie](http://my.tescomobile.ie) portal or Tesco Clubcard or by providing a valid document

confirming your place of residence (see [here](#) for a complete list of acceptable proofs). The RLAH FUP: the Data FUP allowance will be calculated in accordance with the Commission's Implementing Regulation (EU) 2016/2286 and you will be informed of this once you start to roam. Once connected to the Tesco Mobile Service you will receive a 'Welcome' message which will detail important information to help get you started including providing you with a direct link to where comprehensive information is clearly published on our website regarding roaming services, including information about Tesco Mobiles RLAH service, the FUP and alerts and the Roaming Data cap – [see here](#). Please refer to the General Terms and Conditions which detail the Roaming Services terms including RLAH terms.

The Offer excludes international calls, roaming in non-EU countries and calls to directory enquiries, premium rate numbers or any non-standard number, downloads while roaming in non-EU countries. All calls or texts which are not included in the Offer will be charged from your credit balance at Standard Rates published here (see [Other Call Charges](#) section). All calls other than domestic calls – e.g. non-geographic numbers (other than calls to 1850, 1890, 0818 and 076 from 1 December 2019) will be charged from your Top-up balance.

Customers can avail of our add-ons on top of this Offer once you have a credit balance to cover the add-on cost, add-ons details [here](#).

Tesco Mobile may contact you to advise that your usage exceeds the fair usage limits or is in breach of our Agreement and request that you change how you use the Tesco Mobile services. If you do not comply with a direction from Tesco Mobile to stop or change the nature of your Tesco Mobile service use, Tesco Mobile may suspend, modify or restrict your use of the Tesco mobile services or terminate your access to the Tesco Mobile network and without any entitlement to a refund on your part.

Your Tesco Mobile phone number and SIM Card will remain active for as long as you are using your Mobile Phone regularly for outbound and inbound activity. However, if you do not make a credit Top-up to your Account or make a chargeable use for 6 months as per the Activity Criterion, your Account and any outstanding Credit on your Account will be suspended. If this happens you may reactivate your Account by calling Customer Care for free on 1749 and any unused credit on your Account will be available to you again. Failure to reactivate your Account will result in your Account being deactivated, your credit being forfeited and your number entering Tesco Mobile's number recycling policy – see the [General Terms and Conditions](#).

Customers who take up this Offer, in doing so give consent to Tesco Mobile to contact them by SMS to inform them of any changes to the Offer and updates in respect of the

Offer while the customer remains on the Offer. This does not affect or limit any previous consent given by the customer.

Tesco Mobile will endeavour to send a reminder to Top-up before your offer period expires. However, we will not be responsible for any consequences which flow from a failure to send a reminder, if for any reason a reminder is delayed and not received or cannot be sent.

If you leave the Tesco Mobile network by porting your number to another network, you will lose any remaining allowance in your Offer and any remaining credit provided to customers by Tesco Mobile, including but not limited to pre-installed credit, porting credit, promotional credit and goodwill credit, will be forfeited. A prepay customer is entitled to a refund of any remaining top-up credit paid for by them when they switch to another operator and claim that refund within 3 months of switching. If your Service is suspended or terminated, you will lose any remaining allowance in your Offer. All charges are inclusive of VAT at the then applicable rate, currently 23%. If you believe that you are eligible for a prepaid credit refund, please contact 1903.

The Offer also provides access to Tesco Mobile's 4G data network. Access to 4G is strictly subject to a customer's handset 4G capability, 4G network coverage and plan. Mobile internet speeds can vary due to a number of factors including but not limited to local conditions, the number of users in your area, the device you are using, and general internet traffic. To verify 4G coverage in your area please visit [here](#). Please see our [General Terms and Conditions](#) and our [Service Information](#) page for additional information regarding the Service.

Where applicable, you can find full information on, and our Cancellation Form for, cooling off rights under the Consumer Information Regulations 2013 in respect of the Offer within the [General Terms and Conditions](#), see section 1.4.1.

Usage of this plan for data, specifically the 4G service, is for mobile phone data use only.

Tesco Mobile reserves the right to suspend or cease these offers and to amend and modify these terms and conditions, including prices or offer duration for any legitimate commercial, technical or operational reason and will notify you as required. Tesco Mobile reserves the right to withdraw the Offer from any particular customer in appropriate circumstances.

For the most up to date information relating to roaming and data allowances – see <https://www.tescomobile.ie/prepayroam>.

**Definitions:** In these Terms and Conditions the following terms have the following meanings:

**Activity Criterion** - to ensure your service is not suspended due to inactivity, you must make at least one chargeable outbound service usage in the 180-day period following activation of a voucher or credit being applied to your account.

**4G** - means access to the Tesco Mobile 4G data network which provides a 4G mobile data experience. 4G availability is dependent on device capability, coverage and Plan.

*Services are dependent on a number of factors, see [www.tescomobile.ie/help-centre/getting-started/service-information](http://www.tescomobile.ie/help-centre/getting-started/service-information) for further detail. See the General Terms and Conditions for information regarding Tesco Mobile's Internet Access Service - <https://www.tescomobile.ie/about-us/terms/tcs-general.aspx>*

**Standard Rates** - means the standard prepay rates for Services (see Other Call Charges section within the following [www.tescomobile.ie/help-centre/Your-Plan](http://www.tescomobile.ie/help-centre/Your-Plan)).

**Unlimited** - unlimited services are capped at significantly high thresholds which the average user would not use within a 28-day period.

Effective date: 1 May 2023