



**Gifting**

**Data Gifting – Terms and Conditions**

**Version 1.1**

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## Family account

Where there are capitalised words and phrases in these terms (a "**Defined Term**"), this means they have a specific meaning. You'll find an explanation for each Defined Term in our Network Terms and Conditions, visit [www.ee.co.uk/terms-network](http://www.ee.co.uk/terms-network), or set out in these terms. The EE family account allows customers to set up an account with up to four additional plans. To find out how to create a family account go to <https://shop.ee.co.uk/family-account>. You can move data around the different mobile plans included in Your family account and receive extra data as well as discounts on the monthly charges for additional plans. Only consumers can set up a family account and only consumer plans can be added to a family account. The terms for the family account are set out below.

## Gifting Data

The account holder of a family account ("**You**") can manage and move data between the plans on a family account.

Only You will have the ability to 'gift' data between plans on the account

You must make sure that all plans wishing to benefit from the gifting feature are part of the same family account

Data is gifted in increments of 500MB. Any eligible plan on the family account can receive data, and any plan on the family account can have their data gifted by You.

Fair use policy: If You gift more than the relevant amount from the table below for 3 months in a row, we will contact You. You can then choose either to gift within the limits set out for the rest of Your plan or to buy an add-on to allow unlimited gifting for the rest of Your plan.

Number of plans on the account	Monthly free of charge data gifting limit
2 plans	10GB
3 plans	15GB
4 plans	20GB
5+ plans	25GB

Data not used by the bill date does not roll over, allowances refresh back to the plan allowances at the end of each bill cycle. When data is gifted from one plan to another, both plans will receive a text, one to inform the party that is having data deducted and the other to the party receiving it. You will also be able to view the transaction in the My EE App.

In some circumstances, data may be gifted to a number that is unable to use the gift.

For example:

a) Where the recipient is in the EU/EEA, and has already exceeded their fair usage allowance (see Pay Monthly plan terms for fair usage breakdown).

b) Where the recipient is abroad, and is in a country where data add-ons must be used rather than data allowances.

Where data is gifted to a recipient that cannot use the data, it will be up to You as the account holder to redistribute the data.

The recipient can only use gifted data in accordance with their price plan. Some customers on an account may be on a 4GEE Max plan, which includes inclusive roaming access to the USA, Mexico, Australia, New Zealand and Canada. These customers will be able to use any gifted data in these countries, as they would their normal data allowance. 4GEE and 4GEE Essentials customers will not be able to use gifted data in these countries, as their normal allowances would not permit them to do so. Customers will still be able to gift data to 4GEE and 4GEE

essentials customers whilst roaming, but they will not be able to use it unless they are in the EU/EEA. Customers should see our Pay Monthly terms for full details on roaming.

Where a customer purchases data as an add-on, this data can also be gifted (subject to the 500MB minimum and the fair use policy).

You will be able to log into My EE, where You will be able to view all data usage across the various plans, and make any necessary changes (adding/removing roaming) linked to gifting data.

You will be able to gift data to or from any Pay Monthly handset, tablet or 4GEE WiFi device to any other Pay Monthly handset, tablet or WiFi device that belongs to the same family account except for devices on 3G plans, 4GEE WiFi 30 day plans and Apple Watches.

If you have an existing Shared Plan (see <https://ee.co.uk/help/add-ons-benefits-and-plans/price-plans-and-costs/shared-plans> for details) which is one of the plans on Your family account, only the Leader of the Shared Plan can receive gifted data, then its Sharers may use this data as they normally would. EE reserves the right to withdraw this service at any time. You should make sure that Your personal information is accurate and up to date, such as Your email address and registered post address. We will need to send You and the all plans on the account some service messages and will also send marketing messages (if You've consented to receive marketing communications from us or one of our authorised third parties). By agreeing to utilise the gifting feature, You confirm You've obtained consent from all plans on the account to receive relevant service messages.

### **Changes to Your plan during the minimum term (including upgrades)**

You as the account holder can increase the data allowance of any of Your plans at any time by calling customer services on 150. Remember You will need to commit to the increased data allowance and corresponding plan charge for the remainder of the minimum term. The increased data will be applied to the relevant plan and will be available immediately for gifting. You can do this at any time and any increase in Your monthly plan charge will be pro-rated on your next bill. You cannot move to a lower price plan unless we allow it.

### **1GB Data Boost**

For each new plan from the list below that You add to Your family account or each upgrade of an additional plan which is part of Your family account, You will receive an extra 1GB of data ("**Data Boost**"). This Data Boost will be added to Your plan or a nominated plan of your choice if you have more than one eligible plan on your account. This will become your nominated plan ("**Nominated Plan**"). You cannot choose an Apple Watch plan as your Nominated Plan. If you upgrade your Nominated Plan you will not receive an additional 1GB Data Boost. You may gift your Data Boost to another plan on Your family account (subject to the 500MB minimum and the fair use policy). To qualify for the Data Boost You must add one of the following pay monthly plans as an additional plan, or upgrade one of the existing additional plans on your account:

- 4G handset plans
- 4G SIM only plans
- 4GEE WiFi plans
- 4G Tablet plans
- Series 3 Apple Watch plans

You will not qualify for the Data Boost if You add one of the following to your account:

- 4G Home Broadband plans
- Child sharer plans on a Shared Plan (see <https://ee.co.uk/help/add-ons-benefits-and-plans/price-plans-and-costs/shared-plans>) for details
- 3G plans

- an existing EE, Orange or T-Mobile plan.

We will add the Data Boost to the allowance on the Nominated Plan, as well as any further Data Boosts received if You add any further plans. You can change the Nominated Plan and move the Data Boost to a different plan on Your family account by contacting us on 150.

The Nominated Plan cannot also receive the additional plan discount of 10%. If the Nominated Plan does receive this discount, the discount will be removed as soon as it becomes the Nominated Plan. This will be pro-rated if the change is made during a billing cycle. If You change the Nominated Plan then the discount will be removed from the new Nominated Plan (if relevant) and added back onto the previous Nominated Plan.

If You remove the Nominated Plan from Your family account then all 1GB Data Boosts that has been gained on that plan will be transferred to the next eligible plan on your account and this will become the new Nominated Plan. The new Nominated Plan will receive all 1GB Data Boosts less the 1GB Data Boosts that was gained from the plan that is now the new Nominated plan. We will send You a text message to inform You when we are going to remove the extra data from the relevant plan.

The Data Boost will be removed from the account if there is no remaining eligible plan on the account to receive the 1GB Data Boost. Once this is removed, a new eligible plan will need to be added to the account to receive a 1GB Data Boosts. Data Boosts previously forfeited will not be reinstated.

### **Additional plan discount**

If you add a new plan to your family account you are eligible to receive a discount of 10% on the monthly payment for that additional plan. The 10% discount will not apply if you are adding an existing EE, Orange or T-Mobile] account to your family account. You can have a maximum of 4 additional plans on Your account.

**Qualifying plans:** To qualify for the saving, You must already have one of the following plans: pay monthly mobile phone plan; pay monthly mobile WiFi/tablet plan (not 30 day plans); 12 month SIM only plan (not 30 day plans).

**Additional plan:** The saving is off the monthly payment for the additional EE plan only and not off any other costs (e.g. not off things like out of bundle charges or roaming calls). To get the family account saving the additional plan must be on one of these EE plans: pay monthly mobile phone plan with a selected phone; pay monthly mobile WiFi/tablet plan with a selected device (not 30 day plans); 12 month SIM only plan (not 30 day plans).

**New to EE:** If You are a new customer to EE but take out multiple plans for a family account at the same time on joining EE, You will be eligible for the family account saving on the cheaper plans you take out (providing the plans qualify and are eligible for the saving). The most expensive of the plans You take out will become your 'qualifying plan'.

**Removing the saving:** If You start receiving a discount on your qualifying plan for any reason, the family account saving on Your additional plan(s) could end. If You have just one additional plan with a family account saving and terminate Your qualifying plan, the family account saving on the additional plan will end. Where you have a number of additional plans each with a saving and You terminate your qualifying plan, we will remove the family account saving from the oldest plan in Your family account (or the most expensive plan in Your family account where there are two or more 'oldest plans' which started on the same date). That plan will then become Your new qualifying plan, and Your saving on Your additional plans will be based upon it.

If we remove a family account saving from You we will send a text message to that number to inform them. Remember, any price increase we do will be based on the un-discounted monthly payment due to us. We may withdraw any savings at any time on giving notice.

### **Account holder leaving the family account**

If You, as the account holder of the family account, leave EE or choose to remove Your plan from the family account, You will remain the account holder of the family account. This means that You will remain responsible for all charges payable for the plans remaining in the family account.

### **Short form terms – family account**

Gift to other pay monthly plans on the same account in increments of 500MB. Fair use policy applies when gifting large amounts of data 3 months in a row. No gifting to/from Apple Watches, 4GEE Home or 30 day 4GEE WiFi plans. Data not used in a month does not roll over, allowances are set back to zero at the start of each month. Data can only be used in accordance with the plan terms applicable to the receiving line. Only the account holder will be able to 'gift' data between lines on the account. Extra 1GB will only be awarded if a new eligible plan is added to a family account, or an existing additional plan is upgraded to an eligible plan and not if an existing EE, Orange or T-Mobile plan is added to an account. If you remove a plan from your family account the extra data on your plan related to that plan will be removed. You can nominate one of the plans on your account to receive the data boost but it will lose the 10% discount if applicable. 10% discount only available to account holders with qualifying plans and will only be applied to eligible plans, see <https://shop.ee.co.uk/family-account> for details. If account holder is new to EE the most expensive plan will be the qualifying plan and the cheaper plans will receive the discount. Remember, any price increase we do will be based on the un-discounted monthly payment due to us. We may withdraw any savings at any time on giving notice. If the account holder leaves EE or removes their account they will remain responsible for the charges for the remaining plans on the account. Other terms apply, see [www.ee.co.uk/term](http://www.ee.co.uk/term). Information and pricing correct as at 1<sup>st</sup> June 2018.