

3 Month free Extra Offer on O2 Clear

These terms and conditions set out the rules which apply to the O2 3 Month Free Extra Offer which are available to new and existing customers who connect to, or are connected to, the O2 Clear 350 or O2 Clear 600 Price Plans and such other price plans as O2 may determine from time to time. The O2 3 Month Free Extra Offer is not available on any 30 day contract Price Plans. This Offer is a separate promotion and is not part of your Price Plan.

Please ensure that you read these terms and conditions carefully as your decision to avail of, and use in any way of, the O2 3 Month Free Extra Offer constitutes your agreement to all terms, conditions, and notices contained or referenced herein. These Offer terms apply in addition to the O2 Consumer Terms and Conditions, your Price Plan and Price Plan Rules and any other O2 terms and conditions applicable to you. Where there is any conflict these terms and conditions shall prevail.

Definitions and Interpretation

For the purpose of these terms "We", "Us" and "Our" means Telefónica O2 Ireland Limited of 28-29 Sir John Rogerson's Quay, Dublin 2. "You", or "Your" refers to you, the customer and user of the Service.

Eligibility

The Offer is available to new and existing O2 customers who connect to an eligible price plan within the promotional period which ends on 31/12/2010. Existing customers who are already on an eligible price plan, and provided their account is up to date, can contact O2 customer care on 1909 within the promotional period to request this Offer. A new Minimum Term Commitment will apply.

Please note any existing promotional offers available on your existing price plan will no longer be available when you avail of the O2 3 Month Free Extra Offer. Extras such as the Sky Sports and News TV with 500MB Data Extra and 3G Broadband Extra are subject to handset compatibility.

3 Month Free Extra Offer

To participate in this Offer you must agree to a minimum term commitment of 12 or 18 months, depending on the price plan chosen.

The Offer allows you to choose the following:

- **A Free O2 Extra** from the range of O2 Extras listed below. This will be available free of charge for the duration of the minimum term of your contract with us (your "Free Extra"). The Free Extra will remain on your account for the duration of your minimum term. You can change your Free Extra during your minimum term. You may only change your Free Extra a maximum of once per billing cycle and changes take effect from the beginning of the following billing cycle.
- **An additional Extra Free for 3 months** from the range of O2 Extras listed below (3 month Extra") following which you will be charged at standard rates for O2 Extras. If you wish to cease this O2 Extra at anytime you can contact O2 on 1909 who will process your request within 7 working days and the change will take effect from the beginning of your next billing cycle. You can also text 'CANCEL' to 50202 and once your request is processed you will receive a text to

confirm that your 3 month Extra has been removed from your account. You can avail only of the 3 month free Offer on any extra once.

You cannot have multiple versions of the same O2 Extra on your Mobile Service.

You must select your Free Extra when you agree a new Minimum Term Contract with O2. It can take up to 2 working days to activate your Extra (3 days for the TV Extra). If you are an existing customer and you request the 3 months free Extra Offer then the Extras and any associated price plan change will take effect from your next bill date.

You have 30 days from the date of Agreement of a new Minimum Term Contract with O2 to request your 3 Month Extra. You can change your Extra within this period without entering a new minimum term contract. If you decide to avail of a 3 Month Free Extra after this time a new Minimum Term Contract will be required.

Removing Extras

You may terminate your participation in the 3 Month Free Extra Offer at any time by providing 7 working days prior notice to O2. You may also terminate your Free Extra or 3 month Extra at any time subject to providing 7 working days prior notice to O2. Your Minimum Term Contract will remain.

If you move to any price plan other than an eligible price plan, or if your account is disconnected then any Extra that is being provided free of charge will cease. If you are paying a monthly charge for an Extra this will remain active. If your account is suspended you may lose access to your Extra and no credits will be provided. Your minimum term commitment remains when you move to any other O2 price plan save where you are required to re-contract as a condition of moving price plan.

No cash alternatives are available. Extras cannot be used in conjunction with any other price plan promotional offer and existing discounts and features may be cancelled on your account on availing of the 3 Month Free Extra Offer.

Description of Extras

The following Extras are available to customers on eligible price plans and please note that the following combinations of Extras are not permitted: Evening and Weekend Calls Extra with the Anytime O2 to O2 calls Extra or the Evening and Weekend calls Extra with the Anytime Landline Calls Extra.

Extra Name	Description
Anytime O2 to O2 calls	Unlimited Anytime O2 to O2 voice minutes can be used for calls made to O2 Ireland mobile numbers and voicemail from within the Republic of Ireland only. The Extra excludes calls to international numbers, premium rate numbers, directory enquiries and all other call types (such as 1890, 1850 fax and data calls) which are charged as per the standard other call charge rates as published on o2.ie . See your price plan for details on charges which apply to all other call types
Anytime texts to any Irish	Unlimited Anytime Any Network Texts applies to texts sent to all Irish mobile numbers at any time from the Republic of Ireland only.

mobile	Excludes texts to landlines, texts while roaming, texts sent to premium rate numbers, international numbers, directory enquiries numbers and all MMS which are charged as per the standard rates for Pay monthly Customers
Anytime Landline Calls	Unlimited Anytime Irish & UK Landline Calls voice minutes can be used for calls made to Irish and UK landline numbers (subject to credit check) from the Republic of Ireland only. Extra excludes calls to international numbers (other than UK landline calls), premium rate numbers, directory enquiries and all other call types (such as 1890, 1850 fax and data calls) which are charged as per the standard other call charge rates as published on o2.ie . See your price plan for details on charges which apply to all other call types.
Evening and weekend Calls	Unlimited Evening and Weekend voice minutes can be used for calls made to any Irish mobile or landline from the Republic of Ireland only, between the hours of 6pm to 8am Monday to Friday, and from 6pm on Friday to 8am Monday. Extra excludes calls to international numbers, premium rate numbers, directory enquiries and all other call types (such as 1890, 1850 fax and data calls) which are charged as per the standard other call charge rates as published on o2.ie . See your price plan for details on charges which apply to all other call types
Sky Sports and News TV and 500MB Data	<p>The Sky Sports and News TV and 500MB Extra provides</p> <ul style="list-style-type: none"> • Access to the Sky Sports and News TV on your mobile • 500MB for browsing the Internet on your mobile handset. <p>If you use more than the 500 MB per month for the Internet on your mobile handset feature then, national GPRS data charges are billed at 3c per MB. Data whilst roaming is excluded and is charged as per standard roaming rates as published on O2.ie. If you avail of this Extra the TV feature will generally activate within 3 days of your request and you will receive an SMS to confirm the feature is activated. The TV service will only work on the O2 Ireland network and is not available while roaming.</p> <p>Please note you must have a mobile phone that is O2 TV capable. A sample list of phones that support O2 TV is available at www.o2.ie</p>
3GB O2 Broadband Extra	The O2 Broadband Extra is an add on feature which can only used in conjunction with the eligible O2 voice number and you must have a compatible HSDPA enabled handset. A full list of supported handsets is available on O2.ie The Extra provides 3GB of domestic data usage per month. Any usage in excess of 3GB is billed at 2c per MB. A minimum term contract applies every time you switch to the Free O2 Broadband Extra

Charges:

When you avail of a 3 Month Extra this will be free for 3 months and charges will apply after the 3 month period. The price per month is €10 per O2 Extra, excluding the 3GB O2 Broadband Extra which is charged at €15 per month.

Roaming:

O2 Extra allowances are for domestic usage only. All calls, texts and data whilst roaming are excluded and are charged as per the standard roaming rates as published on www.o2.ie.

Fair Use Policy

It is important to O2 that all eligible Customers are able to access our services. Accordingly, we have devised a fair use policy which applies to O2 Extras. O2 may rely on this fair use policy where your usage of the Service is deemed excessive or unreasonable.

If, at its absolute discretion, having considered the average high usage of calls and texts by customers, O2 reasonably suspects that your usage of the Service is excessive and is not in accordance with this policy, then O2 may contact you to advise you that your usage contravenes the fair use policy. O2 reserves the right at its absolute discretion to: (i) impose further charges, or (ii) transfer you to an Extra which does not include unlimited texts or calls, or (iii) suspend, modify or restrict use of the Extra or (iv) terminate the Extra and/or your access to the O2 network. O2 further reserves the right to amend any element of this policy, without notice.

The O2 Extras must not be used under any circumstances (i) in conjunction with any SIM gateways, GSM gateways or any similar device that is used to route (or re-route) voice, text or other service on, from or to the O2 network, or which diverts / transfers calls to multiple mobile numbers or (ii) in conjunction with any device for the purpose of sending or receiving large volumes of text messages, or (iii) to sell attempt to sell or otherwise provide commercial services to any third party or, (iv) to provide any telecommunications services to any third party whether by way of trade or otherwise, or (v) other than for private, personal purposes, or (vi) in any other manner that adversely impacts the O2 network for other O2 customers. O2 reserves the right to terminate your access to the O2 network without notice where it appears to O2 that any customer is using, or has used, the Service in this or in any related manner.

The O2 TV on your mobile feature must not exceed acceptable usage levels which are determined at the absolute discretion of O2. The TV Extra offering 500 MB Mobile Internet usage is designed solely for mobile Internet browsing on your mobile handset. All usage must be for your private, personal and non-commercial purposes. You may not use your SIM Card, in, or connected to, any other device including modems in such a way that adversely impacts the service to other O2 customers.

General

We will use our reasonable endeavours to implement the O2 Extra on your account however occasionally delays can arise and O2 is not liable for any delay in implementing the change on your billing date.

Termination

O2 shall be entitled to amend or suspend or discontinue the promotion or discontinue one or more O2 Extras within the range featured in this promotional offer at any time, or amend these terms and conditions without notice for any legitimate commercial, technical or operational reason.

Effective 20th September 2010