



Referral Program Terms & Conditions

Updated: 21 June 2021

1. Duration of Promotion

The Pennytel 'Refer a Friend' promotion is available during the period of 1 October 2018 to 31 December 2021 ('Promotion Period') for Pennytel customers who:

- a) meet the eligibility criteria outlined in clause 2 below; and
- b) refer a friend who meets the eligibility criteria outlined in clause 3; and
- c) comply with the Terms and Conditions of this promotion.

2. Your Eligibility

To be eligible to refer a friend and participate in the promotion you must be a current Pennytel customer. Agents, including resellers, affiliates and business partners, of Pennytel and its Related Bodies Corporate (as defined in the *Corporations Act 2011 (Cth)*) are not eligible for this Promotion.

3. Eligible Referrals

The referred person must:

- a) not be an existing customer of Pennytel; and
- b) be referred by a person that meets the eligibility criteria in clause 2 above; and
- c) sign up to receive a Pennytel service and provide Pennytel with their referrer's mobile number during checkout either over the phone or on the Pennytel website; and
- d) have activated their Pennytel services.

Each person meeting the requirements specified in (a) to (d) above will be an 'Eligible Referral'.

4. Successful Referral

A referral will be a Successful Referral when the criteria outlined in clause 2 (regarding Your Eligibility) and clause 3 (Eligible Referrals) has been met in full. All Successful Referrals will be eligible to receive the Promotion Offer.

5. Promotion Offer

During the Promotion Period, for each Successful Referral, Pennytel will:

- a) credit \$10 to the referring person's existing Pennytel account when the referred person pays their first invoice; and
- b) credit \$10 to the referred person's Pennytel account when they activate their Pennytel service,
(the 'Promotion Offer').

Pennytel may, from time to time and in its sole discretion, replace the credits to the referring person and referred persons Pennytel accounts with a different credit amount provided always

that the amount credited to the referring and referred person's Pennytel account is no less than the credits specified in the Promotion Offer.

6. Other Terms and Conditions

- The Promotion Offer and Alternative Offer are not exchangeable or redeemable for cash, credit or any other gift.
- Pennytel reserves the rights to change, suspend or discontinue all or any part of this promotion, at its discretion. Pennytel will endeavour to, but is not obliged to, provide reasonable notice of any change, suspension or discontinuance by updating this page at least 30 days before the change, suspension or discontinuance.
- Referrer will be entitled to receive the Promotion Offer for each Successful Referral up to a maximum of 20 times for the duration of the promotion.
- Pennytel accepts no responsibility or liability for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. Pennytel has no control over communications networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. Pennytel is not liable for any consequences of user error including (without limitation) costs incurred. Any form of automated entry using any device or software is invalid. Entries via email are deemed to be received at the time of receipt into Pennytel's database not at the time of transmission by the entrant.
- Pennytel does not warrant that the referral mechanism will be available at all times.
- If for any reason any aspect of the promotion is not capable of running as planned, including by reason of infection by computer virus, telephone network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of Pennytel, Pennytel may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries, subject to the approval of the relevant authorities in each relevant state, if required.
- You must not refer persons by sending electronic messages without the recipient's consent, by cold-calling, or by publishing or distributing any advertisement whatsoever referring to Pennytel or our goods and services.
- Pennytel collects personal information in order to or as a result of conducting the promotion and may disclose such information to third parties. By participating in this promotion, both the referrer and the referred persons consent to the collection and

storage of their personal information on databases of Pennytel and its Related Bodies Corporate. Pennytel may, for an indefinite period unless otherwise advised, use the information for promotional, marketing and publicity purposes including sending electronic messages, which you can opt out of receiving. Customers should direct any request to access, update or correct the information held to Pennytel.

- For further information, please see Pennytel's Privacy Policy which can be located on our website at www.pennytel.com.au/legal
- The terms and conditions of the Pennytel Standard Form of Agreement apply to the acquisition of a Pennytel Mobile Service. Full terms and conditions can be located on the Pennytel website here: www.pennytel.com.au/legal
- A referred person may choose to use a promotional code and a referral number at the same time. In this scenario, the referred person will not receive both a referral credit and a Promotional Offer, however the referrer will still receive the referral credit upon payment of the referred person's first invoice.
- Pennytel reserves the right, at any time, to verify the validity of referrals (including identity, age and place of residence) and to disqualify any referrer or referred person who submits a claim or entry that is not in accordance with these terms and conditions or who tampers with the claim or entry process.
- Pennytel reserves the right to void any referrals or Promotion Offer if it suspects, in its sole discretion that a person does not meet the program criteria, has engaged in a fraudulent activation or, has violated any of these terms and conditions or standard mobile service terms and conditions.
- Pennytel and its Related Bodies Corporate will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using any Promotion Offer except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- Without limiting the previous paragraph, Pennytel and its Related Bodies Corporate will not be liable for any damage to or delay in the transit or receipt of the Promotion Offer.
- Pennytel accepts no responsibility for any tax implications that may arise from accepting the Promotion Offer.