

## Refer a Friend Programme ("Programme") Terms and Conditions

- Existing MyRepublic customers ("Referrer") are invited to earn Referral Credits by introducing interested new customers to sign-up for a MyRepublic's residential fixed broadband plan ("Service Plan").
- The following Refer a Friend Programme Terms and Conditions shall come into force upon the Referrer and Referee's participation in this Program. Capitalised terms used in this Refer a Friend Program Terms and Conditions have the same meaning as given to them in the Fixed Broadband General Terms & Conditions.

## 1. Eligibility

- 1.1 The Referrer's account must be active and in good credit standing, without any prior suspension.
- 1.2 Recontracting MyRepublic customers will be treated as a Referrer if they choose to participate in this Program.
- 1.3 Refer a Friend Programme must only be used for personal, non-commercial purposes and is only available by signing up through the MyRepublic Website or the MyRepublic Contact Centre via Telesales or Chat.
- 1.4 Refer a Friend Programme is not available through MyRepublic Partner websites or Contact Centres.

## 2. Referral Credits

- 2.1 The Referrer may receive Referral Credits only if the Referee enters the Referrer's Customer ID number during the online application process for the Service Plan. The Referee must be a new customer and not an existing nor a recontracting customer of MyRepublic. The Referrer will not be eligible to receive Referral Credits under this Programme if the Referee is already registered in our database as a customer at the date of referral.
- 2.2 The Referee will receive a one-off \$50 (inclusive of GST) Referral Credit on their MyRepublic account within 7 days after they have paid their first month's invoice in full.

- 2.3 The Referrer will receive a one-off \$50 (inclusive of GST) Referral Credit on their MyRepublic account within 7 days after the Referee has paid their first month's invoice in full, provided that the "Referrer" must be a current active MyRepublic customer and have the account up to date in order to claim their Referral Credit:
  - (a) If the Referrer's MyRepublic account is suspended or terminated before the Referral Credit is applied to their account, then neither the Referrer nor the Referee will be eligible to receive the Referral Credit.
  - (b) If the Referee's MyRepublic account is suspended or terminated before they pay their first month's invoice in full, then neither the Referee nor the Referrer will be eligible to receive a Referral Credit.
- 2.4 MyRepublic reserves the right to reject referrals for any reason and at our sole discretion.
- 2.5 Referral Credits will be awarded to the Referrer if the Referee:
  - a) successfully signs up to any of the Service Plan (12- or 24-months contract) below:
    - VDSL (includes Gamer plans)
    - Fibre 100 (includes Gamer plans)
    - Fibre 200 (includes Gamer plans)
    - Fibre Pro (includes Gamer plans)
    - Fibre 2000 (includes Gamer plans)
    - Fibre 4000 (includes Gamer plans)

and

- b) makes timely payment in full within the payment period indicated on the Referee's bill.
- 2.6 There is no maximum cap on the number of referrals in any 12 month period, providing the criteria above are met.
- 2.7 Referral Credits are not exchangeable for cash and cannot be transferred to another MyRepublic customer account.
- 2.8 If the Referee terminates their Service Plan before the end of their 12-month or 24-month minimum service term, an <u>Early Termination Fee of up to \$480.00</u> (inclusive of GST) <u>will apply</u>.
- 2.9 For clarity, Referral Credits will not be awarded to the Referrer if the Referee recontracts with us after the initial Service Plan.

- 2.10 Referral Credits will not be awarded to the Referrer if:
  - (a) the Referee did not enter the accurate Referrer Customer ID number during the application process;
  - (b) the Referee did not sign up through the MyRepublic Website or the MyRepublic Contact Centre via Telesales or Chat;
  - (c) the Referee elects to change his Service Plan to any other plan not under this Programme;
  - (d) the Referee's account is suspended or terminated for any reason;
  - (e) the Referrer's account is suspended for any reason; or
  - (f) the Referee elects to recontracts his Service Plan after the initial contract term.

## 3. General

- 3.1 We shall not be responsible or held liable for any loss or damages of any kind, regardless of the type of claim or legal theory asserted, suffered or incurred by or in connection with (a) participation in the Programme; (b) any claim attributable to errors, omissions or other inaccuracies in the Programme or any Referral Credits; or (c) the use of any Referral Credits by any person.
- 3.2 We reserve the right to suspend, cancel or vary these Refer a Friend Programme Terms and Conditions at its sole discretion without prior notice. In such an event, we shall not have any liability whatsoever. Our decision on all matters relating to the Programme and Referral Credits is final and binding. No correspondence or claims will be entered into about it.
- 3.3 A person who is not a party to these Terms shall have no right under the Contracts Privity Act 1982 to enforce any of these Terms.
- 3.4 Nothing in these Terms gives you the right to use, reproduce, adapt or exploit any of MyRepublic's trademarks, copyright, patent, proprietary information, and all other intellectual property rights owned or licensed to MyRepublic, whether registered or not, or use any trademark which resembled MyRepublic's trademarks so as to likely to cause confusion or deception.
- 3.5 In the event of any inconsistency between these Refer a Friend Programme Terms and Conditions and any marketing or promotion material relating to Programme, these Terms shall prevail.
- 3.6 These Programme Terms and Conditions apply in addition to MyRepublic's General Terms & Conditions, Residential Broadband Terms & Conditions and any other applicable Terms and Conditions.
- 3.7 The Refer a Friend Programme owner is MyRepublic Limited.