



Referral Program Terms and Conditions

DrimTel reserves the right to change this document at any time and notify you by posting an updated version on our website. The amended document will apply between us whether or not we have given you specific notice of any change. We encourage you to review this document periodically because it may change from time to time.

1. Duration of Promotion

The DrimTel 'Refer a Friend' promotion is an ongoing promotion until withdrawn ('Promotion Period') for DrimTel customers who: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 DrimTel customer. Agents, including resellers, affiliates and business partners, of DrimTel 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 DrimTel; and
- b. be referred by a person that meets the eligibility criteria in clause 2 above; and
- c. sign up to receive a DrimTel service and provide DrimTel with their referrer's mobile number during checkout either over the phone or on the DrimTel website; and
- d. have activated their DrimTel 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 Residential Referral, DrimTel will:

- a. credit \$10 to the referring person's existing DrimTel account when the referred person pays their first invoice; and
- b. from time to time, DrimTel may offer a greater credit than the normal \$10 to the referring person as part of a "campaign". This offer is strictly available during the time of the standalone campaign period and all the remaining terms and conditions apply.

DrimTel may, from time to time and in its sole discretion, replace the credits to the referring persons DrimTel account with a different credit amount provided always that the amount credited to the referring person's DrimTel 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.
- DrimTel reserves the rights to change, suspend or discontinue all or any part of this promotion, at its discretion. DrimTel 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.

- DrimTel 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. DrimTel 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. DrimTel 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 the DrimTel database not at the time of transmission by the entrant.
- DrimTel 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 DrimTel, DrimTel 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 DrimTel or our goods and services.
- DrimTel 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 DrimTel and its Related Bodies Corporate. DrimTel 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 DrimTel.
- For further information, please see DrimTel's Privacy Policy which can be located on our website at <https://www.drimtel.com.au/legal>
- The terms and conditions of the DrimTel Standard Form of Agreement apply to the acquisition of a DrimTel Mobile Service. Full terms and conditions can be located on the DrimTel website here: <https://www.drimtel.com.au/legal>
- DrimTel 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.
- DrimTel 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.
- DrimTel 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, DrimTel and its Related Bodies Corporate will not be liable for any damage to or delay in the transit or receipt of the Promotion Offer.
- DrimTel accepts no responsibility for any tax implications that may arise from accepting the Promotion Offer.