



CLICK ACCESS REFERRAL PROGRAM

TERMS AND CONDITIONS

1. General

These terms and conditions apply to Click Access' Referral Program. By referring a friend, purchasing an NBN plan, or otherwise participating in the program, the referring customer and referred friend agree to be bound by these terms and conditions, Click Access General Terms and Conditions, and the Click Access Privacy Policy. The General Terms and Conditions and the Privacy Policy are available on our website: www.clickaccess.com.au or by contacting Click Access on (07) 5315 5440 for a copy. We each agree to a mandatory arbitration provision that provides that (except for matters properly brought to small claims court) any claim, controversy, or dispute of any kind between you and Click Access must be resolved by final and binding arbitration on an individual and not a class-wide or consolidated basis.

2. Program Participation and Eligibility

The program is available only for activations on Click Access monthly NBN internet plans, purchased on either a 12 month or 24 month contract. Please allow up to four (4) weeks after referral validation for referral reward to be applied. Click Access reserves the right to modify, extend or cancel this program at any time. Current Click Access NBN customers who initiate a referral, are defined as "Referrers". Non-customers who activate an NBN service upon a referral are defined as "Referees".

Eligible Referrals: The program is only available for active Click Access NBN customers with monthly accounts in good standing. To make referrals, you must:

- (a) Provide us with a valid email address and phone number;
- (b) Have an active Click Access NBN monthly account in good standing; and
- (c) Be an individual person and of the age of majority in the state/province or jurisdiction where you are resident at the time of participation (Companies and employees of Click Access or their subsidiaries, affiliates or promotional agencies, are not eligible to earn credit for referrals).

Participation in the program is prohibited where void by applicable law or regulation. If your account is "interrupted", "suspended" or you cancel your account with Click Access, you are no longer eligible to participate in the program. Upon cancellation with Click Access, your account will be inactive and you may not make referrals or earn program rewards, including any referral rewards that may be pending. You cannot redeem a referral reward for referring yourself. You may only participate in the program via Click Access Sunshine Coast office. You may only participate in the program with one account. Friends or family that you invite ("Referees") have to activate a new Click Access NBN plan within 60 days of receiving the referral.

Ineligible Referrals: Unless otherwise noted, the Program may not be available for certain other Click Access plans or accounts, including but not limited to: Mobile phone/Mobile Broadband/Home Wireless Broadband/Home Phone Services. In addition, referrals made through non-authorized Click Access sales channels are not eligible for the program. Click Access reserves the right to void any referral credit based on the following:

- (a) Ineligibility of any program participant;
- (b) Fraudulent activation;
- (c) If Click Access, in its sole discretion, finds that you have violated any of the Program Terms and Conditions.



Eligible Referees: Each Referee must connect to a Click Access NBN plan within 60 days of receiving the referral. The referee must sign up for an NBN plan on either a 12 month or a 24 month contract. The referee's new plan must remain active for at least 30 days before Click Access will validate the new account and apply the referral reward to the Referrer. You cannot receive rewards by referring yourself or by renewing your own monthly plan with Click Access.

Eligible Referrers: Each Referrer must be a current Click Access customer with an eligible NBN plan. You must disclose the fact that you are a Click Access customer when you make referrals. You agree to let your referees know that you are the referrer and that you may receive a referral reward if your referee signs up for a Click Access service. You will not receive any referral reward if your referrals are rejected or are not received for any reason, or if you fail to comply with any of the terms of the program.

Referral rewards are non-transferable, non-assignable, and cannot be redeemed or exchanged for cash, credit, or other merchandise.

3. Additional Terms and Conditions.

- (a) Tax: You are responsible for any and all tax liabilities associated with the program.
- (b) Void where Prohibited: This program is void where prohibited by law.

We reserve the right to change the terms and conditions of the Click Access Referral Program at any time, without notice, at our sole discretion. We reserve the right to not apply a reward or disqualify someone from the program if we feel, in our sole discretion, that fraudulent behaviour or other unethical conduct has occurred in any way that compromises the fairness of the program in any way. Rewards cannot be combined with any other promotions and are not valid for previous orders or offers. Spam, unsolicited commercial email, or any form of illegal means of communication is illegal, prohibited, and will be grounds for termination of your account and participation in this program. Fraudulent or unethical means of communication such as using bots, fictitious identities, fake emails, or scripts is also prohibited and will result in similar actions by us with respect to terminating your account and participation in the program. Click Access services are subject to additional terms and conditions. Please check our website for our general terms and conditions: www.clickaccess.com.au

By participating in this program, you agree to release and hold harmless Click Access Pty Ltd as the operator of the program, and our subsidiaries, directors, officers, employees, consultants, and agents, and any other entity associated with marketing this program (collectively, the "Released Parties") from any and all claims or damages arising out of, or in connection with the program. You further agree that the program and rewards are provided "as is where is".

There are no representations or warranties including but not limited to statutory warranties and conditions, warranties and conditions of merchantability, fitness for a particular purpose, third parties rights, and non-infringement on proprietary rights. In no event will either party be liable to the other for any consequential, incidental, or special damages, including any lost profits or lost savings, even if one party has been advised of the possibility of such damages, or for any claim by any third party.

This is a limited time offer. Click Access reserves the right to terminate and/or modify this offer at any time without prior notice. This offer is not available in conjunction with any other offer or promotion.