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Referral Program Terms and Conditions

1. About the Referral Program

What these terms cover

1.1 These Referral Program Terms and Conditions (**Referral Terms**) set out the rules for the Solitary Technology referral program (**Referral Program**). The Referral Program is run by Solitary Telecommunications Pty Ltd trading as Solitary Technology (ABN 98 692 730 037) (**we**, **us** or **our**).

1.2 By sharing or using a Referral Code, you agree to these Referral Terms.

1.3 These Referral Terms apply in addition to our Consumer and Small Business Customer Terms (**Consumer and Small Business Terms**). If there is an inconsistency between these Referral Terms and the Consumer and Small Business Terms about the Referral Program, these Referral Terms prevail to the extent of the inconsistency.

Meaning of words

1.4 In these Referral Terms:

(a) **Referrer** means an existing Solitary Technology customer who shares their Referral Code with another person;

(b) **New Customer** means a person who applies for a Solitary Technology residential internet service on the nbn access network using a Referrer's Referral Code and who meets the requirements in clause 2.3;

(c) **Referral Code** means the unique code we give a Referrer; and

(d) **Referral Credit** means the account credit described in clause 4.1, being $25.00 or the promotional amount under clause 4.8.

2. Who Can Take Part

Referrers

2.1 You can be a Referrer only if you are an existing Solitary Technology customer with an active residential internet service on the nbn access network.

2.2 To receive a Referral Credit, your account must be active and not overdue when we apply the credit.

New Customers

2.3 You can be a New Customer only if:

(a) you have never held a service with Solitary Technology;

(b) you apply for a residential internet service from Solitary Technology on the nbn access network; and

(c) we accept your application in accordance with the Consumer and Small Business Terms.

No self-referrals

2.4 You must not refer yourself. A Referrer cannot use their own Referral Code, or open another account in their own name or for their own household, address or business, to earn a Referral Credit.

3. How the Referral Program Works

Sharing your Referral Code

3.1 A Referrer may share their Referral Code with friends, family, neighbours or anyone else who may want a Solitary Technology nbn service.

3.2 When sharing your Referral Code, you must comply with all laws, including the *Spam Act 2003* (Cth). You must not send unsolicited commercial messages.

3.3 You must not advertise, market or publicly list your Referral Code or referral details in any manner, including on coupon or code-sharing websites, social media pages or forums. You must not sell or trade your Referral Code. If you do any of these things, we may void every reward obtained from your Referral Code, including any associated account credits.

Using a Referral Code

3.4 A New Customer must enter a valid Referral Code when they submit their application for a Solitary Technology service.

3.5 We cannot add a Referral Code to an application or an account after the application has been submitted.

3.6 A New Customer may use only one Referral Code.

4. Referral Credit

Amount of the credit

4.1 If the requirements in these Referral Terms are met, we will give each of the following an account credit of $25.00, or the promotional amount under clause 4.8:

(a) the Referrer; and

(b) the New Customer.

When we apply the credit

4.2 We will apply the Referral Credit to the Referrer's account and the New Customer's account once:

(a) the New Customer's nbn service has been connected and is active; and

(b) the New Customer has paid their first bill.

4.3 We will apply each Referral Credit within a reasonable time after the requirements in clause 4.2 are met. The credit comes off your next bill.

Limits on the credit

4.4 A Referral Credit is a credit against your Solitary Technology bills only. It:

(a) has no cash value;

(b) cannot be redeemed for cash or refunded;

(c) cannot be transferred to another person or account; and

(d) cannot be used to buy modems, routers or any other hardware.

4.5 If you cancel your service, or your account is cancelled, before we apply a Referral Credit, you lose the right to that credit.

4.6 If you cancel your service, or your account is cancelled, after we apply a Referral Credit, any unused part of that credit is forfeited and we will not refund it.

Number of referrals

4.7 There is no limit on the number of New Customers a Referrer may refer. A Referrer earns a separate Referral Credit for each New Customer who meets the requirements in these Referral Terms.

Promotional increases

4.8 We may run promotions that increase the amount of the Referral Credit for the Referrer, the New Customer, or both. We will publish the promotional amount and the promotional period on our website or advertise them at the time.

4.9 The Referral Credit that applies to a referral is the amount in force on the date the New Customer submits their application. A promotional amount applies only to New Customers who apply during the promotional period.

4.10 All other requirements in these Referral Terms still apply to a promotional Referral Credit. When a promotion ends, the Referral Credit returns to $25.00 unless we say otherwise.

5. Misuse of the Referral Program

5.1 We may refuse to apply, or may withdraw, a Referral Credit if we reasonably believe that:

(a) a person has breached these Referral Terms;

(b) a person has given us false or misleading information;

(c) an account has been opened only to earn a Referral Credit; or

(d) a person has used the Referral Program in a fraudulent or abusive way.

5.2 If we withdraw a Referral Credit after applying it, we may recover its value from the relevant account.

5.3 We may also suspend or cancel an account, in accordance with the Consumer and Small Business Terms, if it is involved in misuse of the Referral Program.

6. Changes to the Referral Program

6.1 We may change these Referral Terms, or suspend or end the Referral Program, at any time.

6.2 We will publish the updated Referral Terms on our website. If a change would cause detriment to you, we will advise you in accordance with the Consumer and Small Business Terms.

6.3 Changing or ending the Referral Program does not affect a Referral Credit we have already applied to your account, or a Referral Credit that has already become payable under clause 4.2.

7. General

Our decisions

7.1 We decide whether a person has met the requirements of the Referral Program. We will act reasonably and will explain our decision if you ask us.

Privacy

7.2 We collect, use and disclose personal information as set out in our Privacy Policy. We may tell a Referrer that a referral has led to a Referral Credit. When we do, we will give the Referrer only

the New Customer's first name and surname initial, and no other personal information about the New Customer.

Governing law and jurisdiction

7.3 These Referral Terms are governed by the laws of the Australian State or Territory where you lived at the time of entering into your agreement with us. You and we agree to submit to the non-exclusive jurisdiction of the courts of that State or Territory.

Waiver

7.4 If we fail or delay in exercising a right under these Referral Terms, it does not operate as a waiver of that right. A waiver will only be effective if agreed by us in writing.

Term void or unenforceable

7.5 If any term or part of these Referral Terms is void or unenforceable, that term (or part) is removed from these Referral Terms. The remaining terms will continue to have full effect.