



EZIWAY NOVATED LEASING

## Customer Referral Program Terms and Conditions

Eziway Car Leasing Pty Ltd. ("Eziway Car Leasing Pty Ltd" or "We") offers brand supporters ("Referrer" or "You") the opportunity to participate in its referral program (the "Program"). We reserve the right to amend or terminate the Program at any time, for any reason. The Program is administered by Eziway Car Leasing Pty Ltd.

Referrers are bound by these Terms and Conditions by participating in the Program. By participating in the Program, Referrers agree to use the Program in the manner specified in these Terms and Conditions. If you do not agree to these Terms and Conditions in their entirety, you are not authorised to register as a Referrer or to participate in the Program in any other manner. Referrers may not participate in the Program where doing so would be prohibited by any applicable law or regulations. By participating in this program, you agree to abide by all Terms and Conditions and Privacy Policy.

We reserve the right to modify or amend at any time these Terms and Conditions and/or the methods through which rewards are earned. We reserve the right to disqualify any Referrers from participation in the Program at any time at our sole discretion, including without limitation if he/she does not comply with any of these Terms and Conditions or otherwise fails to comply with any applicable laws.

### Program Participation, Generally

1. Individuals who receive a referral via a Referrer are "Friends" (or, singly, a "Friend"). An "Eligible" Referrer who is fully compliant with these Terms and Conditions may receive "Reward(s)" for every "Qualified Referral" (all terms in quotes to be understood as defined below).
2. By participating in the Program, a Referrer represents that he or she has her Friends' prior consent to provide their contact information.
3. By participating in the Program, a Friend represents that he or she has her Referrers' prior consent to provide their contact information.

### Eligible Referrer

1. To be "Eligible," a Referrer must:
2. Be an existing customer of Eziway Car Leasing Pty Ltd Pty Ltd with a current Novated Lease in place;
3. Be a legal resident of the Australia; and
4. Be at least 18 years old.

### Qualified Referrals

1. A "Qualified Referral" means that all the following conditions are met:
2. The Friend completed the settlement of a Novated Lease with Eziway Car Leasing Pty Ltd. The friend's details were provided by the referrer through the program's dedicated website. If a Friend purchases from or registers with Eziway Car Leasing Pty Ltd and does not quote the referrer's name through the referral page, the registration will not count as a Qualified Referral and the Referrer will not qualify for the benefit;
3. The Friend had not previously made a purchase with Eziway Car Leasing Pty Ltd under any email address or alias;
4. The Friend is a) a legal resident of Australia and b) at least 18 years old; and
5. Only one Qualified Referral can be earned for each Friend, up to a maximum of ten (10) Friends per calendar year, unless otherwise allowed by Eziway Car Leasing Pty Ltd. Any additional or subsequent purchases made by a Friend will not be considered Qualified Referrals and thus not be entitled to the benefits of Qualified Referrals.

### Earning Rewards

1. Referrer shall receive one (1) benefit (each, a "Reward") in the form and value determined by Eziway Car Leasing Pty Ltd for each verified Qualified Referral generated by Referrer. A maximum of twelve (12) Rewards may be earned by Referrer per calendar year for Qualified

Referrals. Any additional or subsequent referrals made by a Referrer will not be considered Qualified Referrals and thus not be entitled to the Reward, unless otherwise allowed by Eziway Car Leasing Pty Ltd.

2. Rewards may be redeemed in various forms in Eziway Car Leasing Pty Ltd's sole discretion, including, but not limited to in the form of a VISA\* gift card. Restrictions may apply. For example, if the Reward is in the form of a gift card, gift certificate or voucher, it may be subject to the issuer's terms and conditions.

### **Verified Qualified Referrals**

1. Rewards are subject to verification. Eziway Car Leasing Pty Ltd may delay a Reward for the purposes of investigation. Eziway Car Leasing Pty Ltd may also refuse to verify and process any transaction Eziway Car Leasing Pty Ltd deems, in its sole discretion, to be fraudulent, suspicious, in violation of these Terms and Conditions, or believes will impose potential liability on Eziway Car Leasing Pty Ltd, its subsidiaries, affiliates or any of their respective officers, directors, employees, representatives and agents. All of Eziway Car Leasing Pty Ltd 's decisions are final and binding, including decisions as to whether a Qualified Referral, or Reward is verified.

### **Transfer and Value of Credit and Rewards**

1. Rewards have no monetary value and may not be redeemed for cash. Rewards are not transferable and may not be auctioned, traded, bartered, or sold. Upon termination of the referral program or any portion thereof for any reason, any unredeemed Rewards that have not yet been delivered to Referrer are forfeited.

### **Privacy**

1. Referrers may participate in the Program made available by Eziway Car Leasing Pty Ltd in order to refer their Friends to Eziway Car Leasing Pty Ltd as potential new Eziway Car Leasing Pty Ltd customers. To do this, Referrers must necessarily submit personal information about themselves and their Friends, such as name and e-mail address information, so that Eziway Car Leasing Pty Ltd can send communications to the Friends on the Referrers' behalf and vice versa.
2. The personal information will be collected, processed, and used in accordance with Eziway Car Leasing Pty Ltd's Privacy Statement, which can be found at <https://eziway.net.au/ESP/SalaryPackaging/eziway-salary-packaging-privacy-policy> Referrers understand that, in addition to the initial communications to Friends, Eziway Car Leasing Pty Ltd may also use the personal information to send to Friends additional follow-up communications on behalf of the Referrers in order to encourage or remind the Friends to complete a purchase. The personal information may also be used by Eziway Car Leasing Pty Ltd to contact Referrers with regards to their participation in the Program and to send to Referrers additional communications from Eziway Car Leasing Pty Ltd.

### **Liability**

#### **By participating in the Program, Referrers agree to:**

1. Be bound by these Terms and Conditions, the decisions of Eziway Car Leasing Pty Ltd, and the Privacy Policy of Eziway Car Leasing Pty Ltd;
2. By participating in the Program, participants release Eziway Car Leasing Pty Ltd, its parent company and their respect directors, officers, employees and agents from any and all liability from any loss, harm, damages, cost, or expense, including, without limitation, property damages, personal injury and/or death, arising out of or in any way connected to the Program and/or use of any Program rewards.
3. Indemnify, defence and hold Eziway Car Leasing Pty Ltd and its representatives and agents harmless from and against any and all third party claims, demands, liabilities, costs, or expenses, including

EZIWAY CAR LEASING PTY LTD SHALL NOT BE LIABLE TO ANY REFERRER FOR FAILURE TO SUPPLY ANY REWARD OR ANY PART THEREOF, BY REASON OF ANY ACTS OF GOD, OR ANY

OTHER SIMILAR OR DISSIMILAR CAUSE BEYOND ANY OF THE RELEASED PARTIES' CONTROL.

EZIWAY CAR LEASING PTY LTD RESERVES THE RIGHT TO CANCEL OR SUSPEND THE PROGRAM SHOULD EZIWAY CAR LEASING PTY LTD DETERMINE, IN ITS SOLE DISCRETION, THAT THE ADMINISTRATION, SECURITY OR FAIRNESS OF THE PROGRAM HAS BEEN COMPROMISED IN ANY WAY.

## **Conduct**

### **Bulk Distribution ("Spam")**

1. If a Referrer provides a Personal Link to <https://eziwayleasing.com.au/refer> to a Friend by email, the email must be created and distributed in a personal manner that is appropriate and customary for communications with friends, colleagues and family members.
2. Bulk referrals, distribution to strangers, or any other promotion of a Program in a manner that would constitute or appear to constitute unsolicited commercial email or "spam" in Eziway Car Leasing Pty Ltd's sole discretion is expressly prohibited and may be grounds for immediate termination of the Referrer's participation in the Program. Eziway Car Leasing Pty Ltd has a no-tolerance spam policy.
3. While Eziway Car Leasing Pty Ltd is the actual sender of the referral email, each Referrer must nonetheless comply with applicable law. Referrers who do not comply with the law, including antispam laws, are obligated to indemnify Eziway Car Leasing Pty Ltd and all of the Released Parties against any liabilities, costs and expenses incurred as a result of such violation.

### **Fraudulent and Suspicious Behaviour**

1. Eziway Car Leasing Pty Ltd may prohibit a Referrer from participating in the Program or receiving a Credit or Reward, in Eziway Car Leasing Pty Ltd's sole discretion, if Eziway Car Leasing Pty Ltd determines that such Referrer is attempting to undermine the fairness, integrity or legitimate operation of the Program in any way by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other Referrers or any representatives of Eziway Car Leasing Pty Ltd.
2. Use of any affiliate website, affiliate network properties, automated systems or script to participate is strictly prohibited and will result in disqualification.
3. Eziway Car Leasing Pty Ltd reserves the right to disqualify any Referrer and/or cancel any Reward(s) if Eziway Car Leasing Pty Ltd finds a Referrer to be tampering with the entry process or the operation of the Program or violating these Terms and Conditions in any way.

## **General Terms**

These terms constitute the entire agreement between Referrers and Eziway Car Leasing Pty Ltd concerning Referrers' use of the Program. The failure of Eziway Car Leasing Pty Ltd to exercise or enforce any right or provision of these terms shall not constitute a waiver of such right or provision. If any provision of these terms is found by a court of competent jurisdiction to be invalid, Eziway Car Leasing Pty Ltd and Referrers nevertheless agree that the court should endeavour to give effect to the intentions reflected in the provision, and that the other provisions of these terms shall remain in full force and effect. The section titles in these terms are for convenience only and have no legal or contractual effect. A person who is not a party to these terms shall have no right to enforce or receive the benefit of any of these terms.