

REFER A FRIEND (\$25 eGIFT CARD) PROGRAM

Terms and Conditions

These terms and conditions (**Terms**) apply to the 'Refer a Friend' promotion (**Promotion**) operated by FuzeNet Pty Ltd ABN 71 154 074 218 with its registered address at Level 1, 44 Currie Street, Adelaide SA 5000 (**FuzeNet**) from time to time.

By participating in the Promotion, you agree to be bound by these Terms and the [Prezzee eGift Cards Terms of Service](#) (which apply to any eGift Card obtained in connection with the Promotion).

1. Participation

The Promotion is available to:

- (a) any current FuzeNet customer who is 16 years or older, has a current Australian residential address and has one (or more) active FuzeNet Internet services (**Existing Customer**); and
- (b) any new FuzeNet customer who signs-up for an Eligible Internet Service and is not otherwise excluded under these Terms (**New Customer**) and uses the Unique Referral Code of an Existing Customer during the sign-up process.

2. Qualifying

In order for each of the Existing Customer and New Customer to qualify for the Promotion, the following conditions must be met:

- (a) the Existing Customer must provide their Unique Referral Code for the New Customer to use when signing up for an Eligible Internet Service; and
- (b) the New Customer must enter that Unique Referral Code (and not any other promotional code) when signing up for the Eligible Internet Service and pay the first monthly invoice (inclusive of set-up costs, if any) in full by the invoice due date. Sign-up can occur online via <https://fuzenet.com.au/legal> or the FuzeNet Call Centre on 1300 881 917.

If a New Customer enters another promotional code during the sign-up process, the New Customer will not qualify for the Promotion but will obtain the benefit of the promotional code. Despite this, FuzeNet will permit the Existing Customer to qualify for the Promotion subject to the New Customer paying their first monthly invoice for the Eligible Internet Service as required.

3. eGift Cards

By qualifying for the Promotion, the Existing Customer and New Customer will each receive an eGift Card. In order to activate and redeem their eGift Card, the Existing Customer or New

Customer (as applicable) will need to create an account with [Prezzee](#).

eGift Cards are subject to the [Prezzee eGift Cards Terms of Service](#), and not transferable or redeemable for cash. Any dispute or matter regarding the redemption or use of an eGift Card will be between the Existing Customer or New Customer (as applicable) and Prezzee Pty Ltd. Neither FuzeNet or this Promotion is affiliated with Prezzee Pty Ltd. FuzeNet reserves the right to substitute an eGift Card with another item of the same value without prior notice.

4. Ineligibility

The Promotion is not open to employees of FuzeNet or any of its related companies, or members of the same household of an Existing Customer.

You cannot be a 'New Customer' if you have received any services from FuzeNet in the prior 6 month period to when the Eligible Internet Service is purchased using a Unique Referral Code. This applies only to services purchased from FuzeNet and does not apply to services purchased from any other related company of FuzeNet.

FuzeNet will have no obligations under the Promotion to any party who breaches these Terms. Any dispute or situation in respect of the Promotion will be resolved by FuzeNet in a manner it deems to be fairest to all concerned and that decision shall be final and binding.

5. Expiry

This Promotion will continue to apply until FuzeNet publishes notice the Promotion has ended on the FuzeNet website at fuzenet.com.au/legal.

6. General Terms

- (a) The Promotion cannot be combined with any other reward or promotion offered by FuzeNet, unless otherwise expressly stated by FuzeNet.
- (b) The Unique Referral Code of an Existing Customer can be used by multiple New Customers, unless FuzeNet notifies an Existing Customer otherwise. An Existing Customer must have a personal relationship with any referred New Customer. Unique Referral Codes cannot be offered or provided to any third party in exchange for money, opportunity or otherwise.
- (c) Participants in this Promotion agree that, if an eGift Card has been issued to an Existing Customer or New Customer and FuzeNet suspects that such party has acted fraudulently or obtained an unfair or unintended advantage under this Promotion, FuzeNet will be entitled to either cancel the issued eGift Card or, where the eGift Card has already been redeemed, apply an amount equivalent to the value of the redeemed eGift Card to the account held by that

party with FuzeNet.

- (d) Except for liability that cannot be excluded by law, FuzeNet accepts no liability for any event, circumstances, loss or expense arising from the Promotion or the taking or use of an eGift Card by any person. Any tax, liability, or duty incurred by a participant's participation in the Promotion is the responsibility of that participant.
- (e) FuzeNet may use and disclose the personal information of an Existing Customer or New Customer for the purposes of operating the Promotion, and in accordance with FuzeNet's Privacy Policy available at: fuzenet.com.au/legal
- (f) If any provision of these Terms is invalid or unenforceable under the law of any jurisdiction, it is to be read down or severed to the extent of the invalidity or unenforceability and that fact will not affect the remaining provisions.
- (g) The law of South Australia governs these Terms and the transactions contemplated by these Terms, and each of FuzeNet and any participant submits to the non-exclusive jurisdiction of the courts of that State and the Commonwealth of Australia.

7. Definitions

In these Terms:

Eligible Internet Service means any of FuzeNet's Internet Service offerings offered from time to time and selected on 12 month or 24 month fixed contract plans. This does not include any less than 12 month plan which is upgraded to a 24 month plan at a future point in time.

eGift Card means a [Prezzee](#) eGift Card worth \$25.

Unique Referral Code means the valid specific code allocated to each customer when they first signed-up with FuzeNet for any service. This specific code can be located in the customer portal, and only remains valid while the customer remains an Existing Customer.

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