



## PREZZEE eGIFT CARD REFERRAL PROGRAM

WORTH \$25 EACH

FuzeNet's Refer a Customer – Prezsee eGift Card – Promotion – Terms and Conditions

The following terms and conditions apply if you undertake FuzeNet's Refer a Customer – [Prezsee](#) eGift Card Promotion:

### **FuzeNet's Refer a Customer – Prezsee eGift Card – Promotion offers the following: –**

any existing customer of FuzeNet (who has received from FuzeNet a special promotional code) – who refers someone (a person or business) to FuzeNet on any connection type, and that someone then becomes a new customer of FuzeNet – and both remain customers of FuzeNet for a subsequent period (which is satisfactory to FuzeNet, in FuzeNet's absolute discretion) – then each (the existing customer, and the referred someone, who becomes a new customer) will receive a [Prezsee](#) eGift Card worth \$25.

### **Terms and Conditions of FuzeNet's Refer a Customer – Prezsee eGift Card – Promotion –**

By participating in FuzeNet's Refer a Customer – [Prezsee](#) eGift Card – Promotion:

1. you agree to be bound by FuzeNet's usual [Terms and Conditions of Use](#), and
2. you also agree to be bound by the following Terms and Conditions of FuzeNet's Refer a Customer – [Prezsee](#) eGift Card – Promotion; and
3. you also agree to be bound by the [Prezsee eGift Cards Terms of Service](#), particularly around redemption of gift cards / rewards; and
4. you agree to be bound by FuzeNet's decision in the event of any Funny Business.

### **Who can apply for FuzeNet's Refer a Customer – Prezsee eGift Card – Promotion?**

FuzeNet's Refer a Customer – Prezsee eGift Card – Promotion is open to be accepted:

1. if you are aged 16 years or over and have a current Australian residential address; and
2. if you are an existing customer of FuzeNet; and
3. all invoices on your FuzeNet customer account are paid up to date as at the date of the referral(s); and
4. if you refer a new customer to FuzeNet; and
5. if that new customer signs up for a new residential or business Internet service; and

6. if that new customer selects the FuzeNet's Refer a Customer – [Prezzee](#) eGift Card – Promotion option and enters your Unique Referral Code, which FuzeNet has allocated to you, when they sign up; and
7. if that new customer permanently switches on automatic credit card payments on sign up

#### **What Internet services are available on FuzeNet's Refer a Customer – Prezzee eGift Card – Promotion**

FuzeNet's Refer a Customer – [Prezzee](#) eGift Card – Promotion applies to FuzeNet's plans for residential and business Internet services, but only to 24 month plans. Any upgrades (e.g. Speed Boost/100/40 plans) are additional to normal services and charges will be incurred for each upgrade.

#### **How long does FuzeNet's Refer a Customer – Prezzee eGift Card – Promotion last?**

FuzeNet's Refer a Customer – [Prezzee](#) eGift Card – Promotion is open to be accepted until 11pm December 30 2019 or, if FuzeNet publishes notice on the FuzeNet website at [FuzeNet.com](#) to the effect that FuzeNet's Refer a Customer – [Prezzee](#) eGift Card – Promotion remains open until another time, then until that time.

#### **What is on offer with FuzeNet's Refer a Customer – Prezzee eGift Card – Promotion**

–Under FuzeNet's Refer a Customer Promotion, FuzeNet will give a [Prezzee](#) eGift Card with a credit of \$25 Australian Dollars, to

1. each existing customer – who has referred a new customer to FuzeNet, and that new customer has signed up for an Internet service, and that new customer has become a new customer of FuzeNet, and when that new customer signed up they entered the existing customer's Unique Referral Code; and
2. each new customer – who has signed up for a 24 month residential or business plan for Internet services.

#### **What does “the new customer becomes a new customer of FuzeNet” mean?**

For FuzeNet to offer \$25 as an incentive to participate in this promotion costs us money. To be able to offer this money, FuzeNet spread the cost of the promotion over the life of a service contract. So, to recover some of those costs, if the new customer's service is cancelled at any time during the 24 months from the commencement of services, FuzeNet will recover an amount pro rata on the amount of the contract remaining and add that to the new customer's early termination fee. A new customer of FuzeNet's means:

1. the new customer has signed up on-line via FuzeNet's website at [FuzeNet.com](#) for a new 24 month residential or business Internet service; and
2. the new customer has at the time of signing up for their new service, entered the existing customer's Unique Referral Code; and
3. the work of FuzeNet's Installers, installing the equipment necessary to provide an Internet service to the new customer, is complete, and the work of FuzeNet's Network Engineers, connecting the new customer's Internet service to FuzeNet's wireless broadband Internet network, is complete, and the new customer's new Internet service is connected successfully; and

4. the new customer does not cancel the new 24 month residential or business Internet service at any time during that 24 month period.

If all of those criteria are present and complete, the new customer will be a new customer of FuzeNet's for the purposes of FuzeNet's Refer a Customer – [Prezzee](#) eGift Card – Promotion and for the purposes of being eligible to receive a [Prezzee](#) eGift Card worth \$25. But, if the new customer cancels their service within the 24 month period, then the new customer will no longer be eligible to receive a [Prezzee](#) eGift Card worth \$25. So, rather than ask for the whole \$25 to be returned, FuzeNet will simply add to the new customer's early termination fee, a pro-rata amount, to reflect the time remaining on the new customer's 24 month Internet services contract – for example, if the new customer cancels their 24 month contract at the end of 12 months, FuzeNet will add \$25 to the new customer's early termination fee.

#### **What does “existing customer of FuzeNet” mean?**

We appreciate that making a referral does take time and effort. That is why we offer \$25 as an incentive to participate. But, similarly, for FuzeNet to offer such a substantial promotion, also takes time and effort, and it also costs us money. FuzeNet think that loyal and enthusiastic customers bringing in new customers is a wonderful way of spreading the word and building our community, and we think that our advertising money is well spent in promoting the Company and our Super-Fast broadband Internet services this way. To be able to offer this money, FuzeNet spread the cost of the promotion over the life of the service contracts. But that means if a contract is ended early FuzeNet will, unless we recover some of those costs, lose money. So, to recover some of those costs, if the existing customer's service is cancelled during the 6 months from the commencement of the new customers services, FuzeNet will recover \$25, applying that amount to the existing customer's account, and if the existing customer's service is cancelled at any time after the end of the period 6 months from the commencement of the new customer's services, FuzeNet will not recover anything.

FuzeNet don't want to be twerps about this, but we've had a few odd experiences with this promotion, for example one existing customer referred a relative, they each claimed the \$25, then the next day the customer cancelled his service, and then moved to the site of the new service – it turned out he had sold his house and moved home with his mum. FuzeNet thinks that it's not really in the spirit of the promotion for FuzeNet to pay a customer \$25 to relocate their service from one site to another. So, we have to be clear about what's in and what's not, and in the event that there is any doubt, then FuzeNet reserve all rights to use our absolute discretion to make a determination about what is and what is not conduct that is satisfactory for a new customer or an existing customer to be eligible to receive the benefits of the promotion.

To be an “existing customer” the customer must be a customer of FuzeNet: at the time that the referral is made, at the time that the new customer signs up, and the existing customer must not cancel their residential or business Internet service at any time during the 6 month period after the new customer's service commences. If all of those criteria are present and complete, the existing customer will be a new customer of FuzeNet's for the purposes of FuzeNet's Refer a Customer – [Prezzee](#) eGift Card – Promotion and for the purposes of being eligible to receive a [Prezzee](#) eGift Card worth \$25. But, if the existing

customer cancels their service immediately, or at any time within the 6 months from commencement of the new customer's service, then the existing customer will no longer be eligible to receive a [Prezzee](#) eGift Card worth \$25. However rather than ask for the whole \$25 to be returned, if the existing customer does cancel their service within the 6 months from the commencement of the new customer's service, FuzeNet will add \$25 to their account.

#### **What does a "Unique Referral Code" mean?**

– a customer's "Unique Referral Code" is provided to you via email and can be found in the customer portal.

#### **How does it... um, how does it work?**

– eg Archibald, an existing customer of FuzeNet, is popular, has many friends, and is considered knowledgeable in the ways of IT by those friends, Archibald (or Archie to his many friends) refers all of his friends to FuzeNet, 11 friends sign up as new customers, 10 use Archie's Unique Referral Code, 1 does not use Archie's Unique Referral Code; all of the 10 friends who used Archie's Unique Referral Code and Archie remain customers of FuzeNet for the duration of the new customers' 24 month service, and Archie remains a customer of FuzeNet for 6 months after each referral, then Archie will be entitled to receive a 10 x [Prezzee](#) eGift Cards worth \$25 each, for the 10 friends who used Archie's Unique Referral Code, but won't receive a [Prezzee](#) eGift Card (worth \$25) for the friend who signed up without using Archie's Unique Referral Code. Additionally, all of the 10 friends who signed up using Archie's Unique Referral Code will be entitled to receive a [Prezzee](#) eGift Card worth \$25, but the 1 friend who did not use Archie's Unique Referral Code, will not be eligible for the [Prezzee](#) eGift Card (worth \$25). Lastly, if Archie cancels his service with FuzeNet within 6 months of the commencement of a friend's service, Archie will have to repay \$25 of each \$25 he received. For the avoidance of doubt, the new customer and the existing customer will remain eligible for payment under FuzeNet's Refer a Customer Promotion, only if:

1. the new customer does not cancel the new 24 month residential or business Internet service at any time during that 24 month period; and
2. the existing customer does not cancel their existing residential or business Internet service at any time during the 24 month period of the new customer's service.

In the event that either the new customer, cancels their new residential or business Internet service at any time during the 24 month period, or the existing customer cancels their existing residential or business Internet service at any time during the 24 month period of the new customer's service then both will be disqualified and neither the new customer nor the existing customer will be entitled to receive FuzeNet's Refer a Customer Promotion.

#### **What if there is Funny Business?**

– The idea of FuzeNet's Refer a Customer – Prezzee eGift Card – Promotion is to bring FuzeNet's Super-Fast broadband Internet services to more customers. We hope that existing customers will be excited about our broadband Internet services and will help introduce us to new customers and when they do that, and the new customers join up, the existing customers and the new customers will be rewarded. But there has been some Funny Business, some people have tried to take advantage of the promotion – for example Cyclops might sign up for a service, and so will be an existing customer,

Cyclops might refer his friend Medusa, Medusa might sign up, but then the next day Cyclops might cancel his service. That seems a lot of trouble, but who knows what people have time to think about and get up to these days. Anyway, that type of carry on would be Funny Business, and it would defeat the purpose of the Promotion, and FuzeNet won't stand for it. So, FuzeNet reserves all rights to be an independent arbiter of fact and to declare that any conduct constitutes Funny Business, and to disqualify the participants in that conduct from this Promotion. We'll try and be fair, but in the event that there is some possible way someone could cheat the promotion, we'll not stand for Funny Business.

### **When do I get my money?**

– once a new customer has signed up on-line for a new FuzeNet Wireless 24 month residential or business Internet service, and has at the time of signing-up used the existing customer's Unique Referral Code, and the equipment has been installed and FuzeNet has commenced delivering Internet services to the new customer, then FuzeNet will invoice the new customer for their new service, and the new customer will pay that invoice. Invoices will be presented to the new customer monthly. A new customer will be eligible to receive a [Prezzee](#) eGift Card under FuzeNet's Refer a Customer – Prezzee eGift Card – Promotion only after the first invoice, for the monthly service charges, for the Internet service for the new customer, has been issued by FuzeNet and has been paid by the new customer.

### **What happens if I got the money, but then things change?**

– In the event that either the new customer, cancels their new residential or business Internet service at any time during the 24 month period, or the existing customer cancels their existing residential or business Internet service at any time during the 24 month period of the new customer's service then both will be disqualified and neither the new customer nor the existing customer will be entitled to receive FuzeNet's Refer a Customer Promotion. In that case, if FuzeNet has handed out the [Prezzee](#) eGift Card worth \$25, then:

1. if the new customer cancels their service within the 24 month period, then the new customer will no longer be eligible to receive a [Prezzee](#) eGift Card worth \$25 then FuzeNet will simply add to the new customer's early termination fee a pro-rata amount to reflect the time remaining on the new customer's 24 month Internet services contract; and
2. if the existing customer cancels their service immediately, or at any time within the 6 months from commencement of the new customer's service, then the existing customer will no longer be eligible to receive a [Prezzee](#) eGift Card worth \$25 and FuzeNet will add \$25 to their account.

### **Terms may change**

– FuzeNet Wireless may change these Terms of FuzeNet's Refer a Customer – Prezzee eGift Card – Promotion at any time. Changes to the Terms of FuzeNet's Refer a Customer – Prezzee eGift Card – Promotion will be announced and current versions of FuzeNet's Terms and Conditions of Use will be available at any time on FuzeNet's web page.

### **As many as you like people**

– a customer may use FuzeNet's Refer a Customer – Prezzee eGift Card – Promotion as many times as they like.

### **But only one promotion at a time people**

- a customer may participate in FuzeNet's Refer a Customer – Prezzee eGift Card – Promotion as many times as they like, but a customer may not use FuzeNet's Refer a Customer – Prezzee eGift Card – Promotion together with any other promotion.

### **We want people to be as happy as possible**

– FuzeNet are aware that the benefits of some promotions will suit some people more than others. So, notwithstanding any other terms and conditions applicable to FuzeNet's Refer a Customer Promotion, where FuzeNet is also running another promotion, FuzeNet will permit a new customer, who becomes a new customer of FuzeNet, to elect between receiving the benefits of either: FuzeNet's Refer a Customer – Prezzee eGift Card – Promotion OR another FuzeNet promotion, and in the case of either election, the existing customer who makes the referral and provides their Unique Referral Code will receive a [Prezzee](#) eGift Card worth \$25 for making the referral.

### **For example**

– if the new customer elects to receive the benefit of the Refer a Customer Promotion then the new customer will have to enter the existing customer's Unique Referral Code, and in that case both the existing customer and the new customer will both receive a [Prezzee](#) eGift card, worth \$25 each. But if the new customer elects to receive the benefits of the 30 Day Free Promotion or the Exit Fee promotion then the new customer will have to enter both the existing customer's Unique Referral Code and the 30 Day Free Summertime Promotion Code, and in that case the existing customer will receive the [Prezzee](#) eGift Card worth \$25.

### **If there are any problems,**

please give Customer Service a ring and if the new customer has signed up, we will sort things out, so that everyone gets what they want (subject to these terms and conditions).

### **Regions**

– FuzeNet's Refer a Customer – [Prezzee](#) eGift Card – Promotion is available to customers in all regions.

### **Tax**

– Any tax, liability, or duty incurred by a customer arising from that customer's participation in FuzeNet's Refer a Customer – [Prezzee](#) eGift Card – Promotion is the responsibility of the customer.

### **ACL**

– Nothing in these Terms and Conditions limits a customer's rights under the Australian Consumer Law.