

# **Xe Money Transfer Refer a Friend Programme**

## **Terms and Conditions**

The “Xe Money Transfer” service (“XEMT”) is provided by HiFX Australia Pty Ltd, trading as Xe (“we”, “our”, “us”).

We may, from time to time, offer users of XeMT the opportunity to refer friends, family or colleagues (each a “Referred Person”) to XeMT (the “Referral Programme”). These terms and conditions (“Terms”) apply to the Referral Programme.

**Please read these Terms carefully. Your attention is drawn to clause 1, relating to privacy matters. By participating in the Referral Programme, you agree to these Terms and to use the Referral Programme in the manner specified in these Terms. If you do not agree to these Terms in their entirety, you are not authorised to register as a Referrer (as defined in section 3 below) or participate in the Referral Programme.**

If you have any questions related to the Referral Programme, please email us at [referafriend@xe.com](mailto:referafriend@xe.com).

### **1. Privacy**

- 1.1. Subject always to your compliance with these Terms, you may participate in the Referral Programme to recommend XeMT to your Referred Person(s) with a view to you and your Referred Persons qualifying for Rewards (as defined in section 3 below) from us. In order to participate in the Referral Programme, you must necessarily submit personal information about yourself such as name and e-mail address, so that we and/or the Service Provider can communicate with you regarding XeMT and Rewards.
- 1.2. Any personal information you provide to us will be used in accordance with our privacy notice.
- 1.3. Your information is collected and held by us at Level 4, 32 Mahuhu Crescent, Auckland, New Zealand. You have the right to access your own personal information, and to correct your personal information, held by us.

### **2. Eligibility**

- 2.1. To be “eligible” for the Referral Programme you and each of your Referred Persons must be: (i) resident New Zealand or Australia; and (ii) at least 18 years old.
- 2.2. Our employees and employees of our affiliates or of any of their subsidiaries, affiliates or promotional agencies, including immediate family and household members of the same, are not eligible to participate in the Referral Programme.

### **3. How the Referral Programme works**

#### **Participation**

- 3.1. To participate, visit the applicable App Store and download the official Xe app and navigate to the promotion tab in the top right-hand corner. Upon clicking this you can follow the on-screen instructions to obtain your referral code.
- 3.2. Once you have obtained your referral code you can follow the on-screen instructions to share your referral code. Once you have shared your referral code you will be registered with the referral programme as a “Referrer”.

## 4. Qualified Referral

4.1. A “**Qualified Referral**” means a referral that meets all the following conditions:

- i. the Referred Person was not previously registered with XeMT, under their own name or any other name or email address or alias;
- ii. the Referred Person registers on the Xe App with XeMT via the Personal Referral Code sent by you as a Referrer (and their registration is accepted by us);
- iii. the Referred Person completes a paid money transfer(s) using XeMT of AUD or NZD \$1,000 or more (the "**Relevant Amount**"), where “paid” means the money transfer has been accepted by us and paid to the designated recipient(s). The Relevant Amount can be satisfied through one or more transactions with XeMT (each a "**Credit**"); and
- iv. you are otherwise in compliance with these Terms.

## 5. Rewards

5.1. The Referrer and Referred Person shall each be entitled to receive one (1) gift card up to the value of twenty-five AUD or NZD (\$25) for each Qualified Referral (the "**Reward**"). The Referrer and Referred Person shall each be entitled to select a gift card up to the specified value from the catalogue of gift cards available from our supplier (The Runa Network Ltd t/a Runa). We may change the value of Rewards and we will notify you of such changes by updating the Referral Programme .

5.2. The Reward will be subject to the terms and conditions of the gift card supplier.

5.3. Any Rewards are provided “as is” and no substitutions are permitted and no cash alternative is available. Rewards are not transferable. In the event the Reward cannot be used (including if the gift card issuer does not accept the gift card), no cash alternative or alternative Reward will be provided.

5.4. Upon termination of the Referral Programme or any portion thereof for any reason, or upon cancellation of a Referrer’s account for any reason, any unredeemed Credit and accumulated Rewards shall be forfeited.

## 6. Verification

6.1. Qualified Referrals and Rewards are subject to verification by us. We may delay providing a Reward for the purposes of investigation or for any other reason we deem appropriate acting reasonably. For the avoidance of doubt, any and all transactions with XeMT are subject to the separate applicable terms and conditions for the XeMT service, including the right to refuse to proceed with a transaction.

6.2. All of our decisions are final and binding, including decisions as to whether a Qualified Referral has been made or whether a Reward has been verified.

6.3. Subject to our verification processes, we will endeavour to issue Rewards by email within ten (10) working days of the date on which the Referred Person’s Credit(s) meet or exceed the Relevant Amount.

## 7. Your use of the Referral Programme

7.1. You agree to use the Referral Programme in accordance with these Terms and in good faith. You cannot refer yourself and you must respect the spirit of the Referral Programme by only referring real individuals who meet the requirements of these Terms. For example, you are prohibited from creating multiple or fake accounts with us or participating in the Referral Programme using multiple or fake email addresses or identities, and any attempt to do so will result in your removal from the Referral Programme without notice and your forfeiture of any accrued Rewards or Credits.

- 7.2. When providing a Personal Referral Code to a Referred Person you must disclose to the Referred Person that you may receive a Reward from us in accordance with these Terms.
- 7.3. If you provide a Personal Referral Code to a Referred Person by email, the email must be created and distributed in a personal manner that is appropriate and customary for a direct communication between you and the relevant person.
- 7.4. The Referral Programme is provided for your domestic and private use only and you agree not to use the Referral Programme for any commercial or business purposes. Bulk email distribution, distribution to strangers, or any other promotion of a Personal Referral Code in a manner that would constitute or appear to constitute unsolicited commercial email is expressly prohibited and shall be grounds for immediate removal from the Referral Programme without notice, deactivation of your Personal Referral Code and forfeiture of any unredeemed Credit and accumulated Rewards.
- 7.5. You agree not to use the Referral Programme to: (i) violate applicable law; (ii) infringe our intellectual property rights or those of the Service Provider or any third parties; (iii) collect or store personal data of or about other users; (iv) impersonate any person or otherwise misrepresent another user's identity; (v) attempt to gain unauthorised access to the Referral Programme, other accounts, computer systems or networks connected to the Referral Programme or otherwise interfere with the same; (vi) transmit viruses, worms, Trojan horses, or any other contaminating or destructive features; or (vii) resell, trade, auction or otherwise generate income by providing access to the Referral Programme to others.

## **8. Changes to the Referral Programme and/or these Terms**

- 8.1. We may modify or amend these Terms at any time by updating the Referral Programme .
- 8.2. We reserve the right to: (i) terminate the Referral Programme at any time, without notice; (ii) modify, limit or restrict participation in the Referral Programme to any person at any time without notice if we deem it necessary to do so for our legitimate business interests; (iii) change the methods through which Rewards are earned and the value or nature of a Reward and to do so without notice; and / or (iv) disqualify and terminate the involvement of any Referrer and/or Referred Persons if we reasonably suspect breach of these Terms. If we exercise our rights in this clause 5.2, no substitute reward or cash alternative shall be available for any unredeemed Credit or accumulated Rewards.

## **9. The Referral Programme online platform**

- 9.1. To view the Referral Programme and to use the Referral Programme, you will need to use sign-in credentials. You are responsible for maintaining the confidentiality of your sign-in credentials and are fully responsible for all activities that occur through the use of them. You agree to notify us immediately if you believe the confidentiality of your sign-in credentials has been compromised or if you suspect unauthorised use of your account.
- 9.2. You understand and agree that the Referral Programme is provided on an "as is" and "as available" basis. We make no warranty that: (i) the Referral Programme will meet your requirements; (ii) the Referral Programme will be uninterrupted, timely, secure, or error-free; (iii) the results obtained from the use of the Referral Programme will be accurate or reliable; or (v) any errors in the Referral Programme will be corrected. Any material downloaded or otherwise obtained through the use of the Referral Programme is accessed at your own discretion and risk, and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from the download or use of any such material.
- 9.3. The Referral Programme contains content that includes: designs, text, graphics, images, video,

information, logos, button icons, software, audio files, computer code, and other content (collectively, "**Content**"). As between you and us, all Content is our property or our licensors and is protected under copyright, trademark and/or other intellectual property laws.

9.4. We authorise you, subject to these Terms, to access and use the online platform, Referral Programme, and the Content solely for your personal, non-commercial use. This licence is revocable at any time without notice and with or without cause. Unauthorised use of the Content may violate copyright, trademark, and applicable communications regulations and statutes and is strictly prohibited.

## **10. Liability**

10.1. By participating in the Referral Programme, you agree to these Terms. Insofar as is permitted by applicable law, we shall not be liable for:

- (a) any loss of profit, loss of business, business interruption or loss of business opportunity arising from or in connection with participation in the Referral Programme;
- (b) computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors, data corruption, theft, destruction, unauthorised access to or alteration of entry or other materials;
- (c) any injuries, losses or damages of any kind resulting from participation in the Referral Programme or acceptance, possession or use of a Reward;
- (d) claims, demands, damages or any other disputes as between you and Referred Persons;
- (e) a failure to supply any Reward for reasons that are outside of our reasonable control; or
- (f) any type of loss or damage which under English law is considered to be "indirect loss" or "consequential loss".

10.2. Insofar as permitted by applicable law, our total liability arising out of or in connection with the Referral Programme will not exceed the amount of the Rewards paid to you under it.

10.3. Your statutory rights are not affected by this paragraph 7.

## **11. General**

11.1. These terms are between you and Xe only. This means that only you and we have any rights or obligations under these Terms and no-one other than you or us can enforce or take any action under these Terms.

11.2. If any court of competent jurisdiction finds that any part of these Terms is invalid, unlawful or unenforceable for any reason those parts (to the extent possible) shall be deleted from these Terms and the remaining parts (to the extent possible) shall remain in force and continue to be binding on you and us.

11.3. No failure to enforce or delay in enforcing any right or remedy available to you or us under these Terms (including as provided for in these Terms or otherwise available under law) will mean that you or we cannot exercise any such right or remedy at a later date.

11.4. The applicable terms and conditions for the XeMT service shall take precedence over these Terms in the event of conflict.

## **12. Governing Law and Jurisdiction**

12.1. These Terms and the Referral Programme and any dispute or claim arising out of or in connection with them or it shall be governed and construed in accordance with Australian law. You and we agree to submit to the exclusive jurisdiction of the courts of New South Wales.

### **13. Contact us**

13.1. For general enquires about the Referral Programme, please email us at [referafriend@xe.com](mailto:referafriend@xe.com).

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