

# **Collective Shift**

COLLECTIVE SHIFT PTY LTD ABN 78 650 977 325

## **REFERRAL PROGRAM TERMS & CONDITIONS**

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### 1 DEFINITIONS

- 1.1 **Activation Period** means 30 days from the date the Referral Link is first clicked on by the Referred Customer.
- 1.2 **Agreement** means the agreement formed between the parties under these Referral Program Terms & Conditions.
- 1.3 **Company** means Collective Shift Pty Ltd ABN 78 650 977 325.
- 1.4 **Collective Shift** means the Company's private membership digital platform accessible at <https://app.collectiveshift.com.au/>.
- 1.5 **Member** means a paying customer of Collective Shift.
- 1.6 **Referral Credit** means AUD \$50 credit toward the Subscription Fee.
- 1.7 **Referral Link** means the unique referral link of a Member.
- 1.8 **Referral Program** means the Company's referral program for Collective Shift where Users are eligible to receive Referral Credits.
- 1.9 **Referred Customer** means a new Member who signs up via a Referral Link.
- 1.10 **Referrer** means a Member who refers a Referred Customer.
- 1.11 **Subscription Fee** means the subscription fees payable by Members to access Collective Shift.
- 1.12 **User** means both a Referrer and Referred Customer.

### 2 AGREEMENT

- 2.1 The terms and conditions of this Agreement shall bind the Company and Users with respect to the Referral Program.
- 2.2 The Company may amend, replace or discontinue the Referral Program at any time at its sole discretion by written notice.

### 3 REFERRAL TERMS

#### 3.1 Referral Program

- (a) The Company will award a Referral Credit to each of the Referrer and the Referred Customer when the Referred Customer becomes a Member on the terms of this Agreement.

#### 3.2 Referral Link

- (a) The Company will provide each Member with their own Referral Link.
- (b) The Referral Link is accessible by the Member via Collective Shift within the Member's account.

- (c) The Member may share the Referral Link within Collective Shift or simply copy the Referral Link and share directly to third parties as they see fit.
- (d) Where clicked, the Referral Link will open to the Collective Shift website with a unique URL to identify the Referrer linked to the Referral Link.

### **3.3 Member Sign Up**

- (a) Upon clicking the Referral Link, the Referred Customer must successfully complete the Company's standard sign up process to become a Member, which shall include (without limitation):
  - i Entering their personal information;
  - ii Creating login details;
  - iii Selecting desired membership plan;
  - iv Selecting desired payment terms;
  - v Paying the applicable Subscription Fees;

### **3.4 Referred Customer Credits**

- (a) The Referral Credit shall be awarded to the Referred Customer where the Referred Customer:
  - i Clicks on the Referral Link; and
  - ii Successfully completes the sign up process in accordance with clause 3.3 within the Activation Period.
- (b) For the avoidance of doubt, the Referred Customer must complete the sign up process within the Activation Period. If the Referred Customer completes sign up after the expiry of the Activation Period for that particular Referral Link, then no Referral Credits will be awarded.
- (c) Despite paragraph (b) above, the Referred Customer may still be eligible for the Referral Credit by signing up as a Member with a different Referral Link of another Member provided sign up is completed during the Activation Period for that particular Referral Link.
- (d) The Activation Period shall apply to each Referral Link such that the Referred Customer may still be eligible to
- (e) Where the Referred Customer meets the conditions under (a) above and eligible for the Referral Credit, then the Referral Credit will be immediately credited towards the Subscription Fees payable by the Referred Customer as part of sign up as per clause 3.3.
- (f) The Referral Credit shall only be redeemable once by the Referred Customer and specifically at the first transaction with the Company when signing up as a Member. Any remaining value of the Referral Credit after this transaction shall be forfeited and not redeemable by the Referred Customer.

### **3.5 Referrer Credits**

- (a) Where the Referred Customer is awarded the Referral Credit in accordance with clause 3.4, then the Referrer shall also be awarded the Referral Credit provided the following conditions are met:
  - i The Referred Customer pays Subscription Fees equal to AUD \$50 or more excluding the value of any Referral Credit (**Subscription Threshold**); and
  - ii The Referred Customer does not obtain a refund on Subscription Fees such that the condition under 3.5(a)(i) above is not met.
- (b) For clarity, if the Referred Customer does not satisfy the Subscription Threshold due to cancelling their subscription as a Member and/or obtaining a refund on Subscription Fees, then no Referral Credits will be awarded to the Referrer.
- (c) Where the Referrer meets the conditions under (a) above and eligible for the Referral Credit, then the Referral Credit will be awarded to the Referrer's account within 7 days of the conditions under (a) being met.
- (d) The Referrer's Referral Link may be applied and used by more than one Referral Customer such that the Referrer may continue to accrue Referral Credits on an ongoing basis. There shall be no cap on the value of Referral Credits the Referrer may accrue from their Referral Link.
- (e) The Referrer may view and track the status and awards for Referral Credits within their account.
- (f) Any accrued Referral Credits will be held within the Referrer's account and the balance automatically applied towards the Subscription Fees at the Referrer's next billing cycle.
- (g) Where the amount of Referral Credits exceeds the value of the Subscription Fees for any billing period, then the Subscription Fees will be discounted in full for that period and the remaining Referral Credits will continue to be held in the Referrer's account for future use.

### **3.6 Limitations**

- (a) The Referral Credit will only be awarded where a Referral Link is used when signing up to Collective Shift, even if the Referred Customer signed up with the intention of participating in the Referral Program.
- (b) The Referral Credit shall only be eligible to new Members only and not for previous Members who previously had access to Collective Shift.

## **4 CONDITIONS**

- 4.1** By entering this Agreement, the User agrees to be bound by this Agreement and any special conditions appearing on the Company's website specific to the particular Referral Program.

## **5 ASSIGNMENT AND NOTICES**

- 5.1** The Referral Program, and any benefit under the Referral Program, shall be linked to the individual User only. The User may not assign or create an interest in this Agreement without the written permission of the Company.
- 5.2** A consent, notice or communication under this Agreement is effective if it is sent as an electronic communication unless required to be physically delivered under law. Notices must be sent to the parties' most recent known contact details and/or within Collective Shift.

## **6 INDEMNITY AND REFUND**

- 6.1** The User agrees to indemnify the Company for any loss, damage, cost or expense that the Company may suffer or incur as a result of or in connection with the User's participation in the Referral Program, including any breach by the User of this Agreement.
- 6.2** Where the Company awards the Referral Credit to the User in accordance with this Agreement, and later determines that the User was in fact not entitled to the Referral Credit, whether intentional or otherwise, the Company reserves the right to make a claim against the User for the value of the Referral Credit in full.

## **7 DISCLAIMER**

- 7.1** The Company makes no, and hereby disclaims all representations or warranties of any kind which may be construed as, investment advice or a recommendation or promotion of any transaction or other financial product or trading or investment strategy.

## **8 GOVERNING LAW**

- 8.1** This Agreement is governed by the laws of Victoria, Australia, and each party hereby submits to the non-exclusive jurisdiction of courts with jurisdiction there.

## **9 PREVALENCE**

- 9.1** To the extent that the terms of this Agreement are inconsistent with the any other communications or materials, the terms of this Agreement shall prevail.

## **END OF TERMS & CONDITIONS**