



## Referral Program Terms and Conditions

Fresh Trading Pty Limited ACN 624 936 081 trading as Fresh Clinics (**Fresh Clinics, we, us, our**) is pleased to offer our customers (**you**) the opportunity to participate in our customer referral program (**Program**). By participating in the Program, you agree to be bound by these Referral Program Terms and Conditions (**Terms**).

We reserve the right to suspend, terminate or vary the terms on which the Program is provided at any time by publishing the updated version of these Terms on our website. The version of these Terms that applies to a Referral will be the version available on our website at the time the Referral was made. If you do not agree with an updated version of these Terms, you must cease participating in the Program.

This version of the Terms is current as at 22 December 2023.

If you have any questions about the Program, please contact us using the contact form on our website at <https://www.freshclinics.com.au/contact-us> or via email at [info@freshclinics.com.au](mailto:info@freshclinics.com.au).

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### 1. Definitions and interpretation

#### 1.1 Definitions

In these Terms:

**Bonus Reward** means either a \$10,000 Fresh Clinics training credit or a gift valued at up to \$10,000.

**Eligible Referral** means a Referral that meets the conditions specified in clause 3.2.

**Program** means the Fresh Clinics customer referral program.

**Personal Information** means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion, or about the affairs or personal particulars of any person, and that is received or learnt by a party from any source as a consequence of or in the performance of its rights and obligations under this agreement.

**Privacy Laws** means the *Privacy Act 1988* (Cth) and any other legislation and binding code governing the handling and protection of Personal Information applicable to the respective party.

**Referral** means the introduction of a Referred Customer in accordance with clause 3.1.

**Referral Reward** means a \$500 Fresh Clinics discount code.

**Referred Customer** means an individual or entity introduced to Fresh Clinics in accordance with clause 3.

**Related Body Corporate** has the meaning given in the *Corporations Act 2001* (Cth).

**Related Party** means, in relation to a party:

- (a) that party and its staff;
- (b) if that party is not an individual, the trustee, directors, shareholders or any person in control of that party or its business and any Related Body Corporate; or
- (c) if that party is an individual or sole-proprietor, a member of that party's immediate family.

**Reward** means the Referral Reward and the Bonus Reward.

**Qualifying Purchase** means a purchase of at least \$500.



**Half-year** means the 6-month period ending on 30 June and 31 December of each year.

**Terms** means these terms and conditions.

## 1.2 Interpretation

In these Terms, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) other grammatical forms of defined words or expressions have corresponding meanings;
- (c) headings and sub-headings are used for convenience only and do not affect the interpretation of the Terms;
- (d) no provision of these Terms may be construed adversely to a party solely on the ground that the party was responsible for the preparation of the Terms;
- (e) wherever “include”, “for example”, or any form of those words or similar expression is used, it means including without limitation;
- (f) a reference to a party is to a party to the Terms and includes the party’s executors, administrators, successors and permitted assigns and substitutes (including by novation);
- (g) the word “person” includes a natural person, partnership, body corporate, association, governmental or other authority and any body or entity whether incorporated or not; and
- (h) if a period of time is specified and dates from a given day or the day of an act or event, it will be calculated exclusive of that day.

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## 2. Eligibility

To participate in the Program:

- (a) you must be:
  - (i) a resident of Australia; and
  - (ii) an existing customer of Fresh Clinics with an active account for our services that is in good standing; and
- (b) you must not be:
  - (i) if you are an individual, an employee, director, officer, agent or representative of Fresh Clinics or an immediate family member (spouses, parents, siblings, and children) or household member (whether related or not) of these individuals.

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## 3. Referral process

### 3.1 Making a Referral

To make a Referral, you must complete and submit the online referral form at

[‘Refer a Friend Program Form’](#)

### 3.2 Referral Reward

- (a) You will receive a Referral Reward for each Referral where the Referred Customer meets all of the following conditions:
  - (i) is a resident of Australia;



- (ii) is not your Related Party;
  - (iii) has not previously been a customer of Fresh Clinics (including under any other name or alias);
  - (iv) has not previously been introduced to Fresh Clinics; and
  - (v) signs up and completes the required compliance review with Fresh Clinics and makes a Qualifying Purchase with Fresh Clinics within 6 months of the submission of your Referral.
- (b) For each Eligible Referral, we will provide you with the Referral Reward within 60 days of the Referred Customer completing a Qualifying Purchase.

### 3.3 Bonus Reward

- (a) For each Half-year, if you are the participant that achieves the most Eligible Referrals in the Program in the previous Half-year, you will receive the Bonus Reward.
- (b) If you are eligible for a Bonus Reward, we will contact you to select your reward. Where you select:
  - (i) the training credit, we will credit your account with the training credit; or
  - (ii) the gift, we contact you to arrange selection and delivery of the gift, within 90 days of the start of the next Half-year.

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## 4. Reward conditions

### 4.1 Referral Reward

A Referral Reward:

- (a) will be valid for use for 12 months from the date of issue;
- (b) is non-transferable;
- (c) cannot be redeemed for cash or any other alternative; and
- (d) must be used in one transaction, and any unused portion will be forfeited.

### 4.2 Bonus Reward

Where a Bonus Reward is a training credit, such credit:

- (a) will be valid for use for 6 months from the date of issue;
- (b) is non-transferable;
- (c) cannot be redeemed for cash or any other alternative; and
- (d) may be used in multiple transactions.

### 4.3 General conditions

- (a) The use of a Reward will not accrue any points, benefits or other rewards offered by Fresh Clinics.
- (b) You acknowledge and agree that you are solely responsible for any taxes, fees or other financial obligations relating to the receipt or use of any Reward.
- (c) Fresh Clinics reserves the right to exclude you or any Referral from the Program, if we believe that you have breached any of these Terms or have otherwise not complied with the



spirit of the Program. This includes submitting false or misleading information or engaging in any conduct that is detrimental to the fair and proper conduct of the Program.

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**5. Further conditions**

**5.1 Compliance with applicable laws**

- (a) You agree to comply with all applicable laws and regulations in connection with your participation in the Program.
- (b) To the extent you give Fresh Clinics access to a third party's Personal Information or otherwise disclose Personal Information to Fresh Clinics in connection with the Program, you warrant that you have that person's consent to do so, and such access and disclosure complies with Privacy Laws.

**5.2 General**

- (a) These Terms constitute the entire agreement between the parties relating to the Program.
- (b) Nothing in these Terms is to be treated as creating a partnership, joint venture or relationship of employer and employee between the parties under the laws of any jurisdiction. Neither party is intended to act as agent of the other or be authorised in any way to bind or to commit the other party to any obligation.
- (c) No forbearance, delay or indulgence by a party in enforcing the provisions of these Terms will prejudice or restrict the rights of that party, nor will any waiver of those rights operate as a waiver of any subsequent breach.
- (d) If any part of these Terms is or becomes invalid, that part will be severed from the Terms and such invalidity will not affect the validity of the remaining provisions of these Terms.
- (e) These Terms are governed by the laws of New South Wales, Australia, and by participating in the Program you consent to the exclusive jurisdiction of the courts and tribunals of that jurisdiction and courts entitled to hear appeals from those courts.