



## Refer a Friend Terms & Conditions

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### Personal Referral (Individual Customers)

The following terms and conditions apply to the **gotalk** "Refer a Friend" program. By referring a friend's details to the "Refer a Friend" program, you accept these terms and conditions. If you do not agree with any of these terms and conditions, you should not refer any person's details to **gotalk** under this program.

1. To take part in the "Refer a Friend" program, please provide **gotalk** with details of your name, e-mail address and customer number together with the name and contact telephone number of the friend you are referring. These details can be submitted to **gotalk** either by submitting the details on-line at [www.gotalk.com.au/refer](http://www.gotalk.com.au/refer), completing a hard copy form that **gotalk** may have mailed out to you or calling **gotalk** on 1800 755 256.
2. You may not refer your friend's details to **gotalk** under this "Refer a Friend" program, unless you have first contacted your friend and obtained their permission to do so. If your friend does not provide this permission, you should not provide that friend's name and telephone number to **gotalk**. By submitting your friend's name and telephone number to **gotalk** under the "Refer a Friend" program, you are confirming that you have obtained your friend's consent (and you are also consenting) to take part in the "Refer a Friend" program as described in these terms and conditions.
3. **gotalk** will collect, use and store all of your details and all of your friend's details for the purposes of:
  - a. contacting your friend to discuss services provided by **gotalk** and its related bodies corporate;
  - b. applying the relevant referral credit earned to your account and/or your friend's account (as applicable);
  - c. maintaining records of the friends you have referred and the referral credits awarded under the program;
  - d. compiling and maintaining an internal "Do Not Contact" register of friends who indicate to **gotalk** that they do not wish to hear about the services of **gotalk** and/or its related bodies corporate;
  - e. making those details available to such of **gotalk's** related bodies corporate as may wish to use those details in order to contact your friend for promotional purposes; and
  - f. carrying out the functions described in the **gotalk** Privacy Policy (which is to be found at <http://www.gotalk.com.au/Pages/PrivacyandSecurity.aspx>).
4. **gotalk** will use reasonable endeavours to contact your friend by phone within 14 business days from the date of receiving the referral from you.
5. For you and/or your friend to qualify for any referral credits offered under the **gotalk** "Refer a Friend" program, at the time the referral credit is to be applied:
  - a. Both you and the friend you are referring must be Australian residents;
  - b. You must be a current active **gotalk** customer, that means that if you are:
    - i. A postpaid customer, you must have a current active postpaid service with **gotalk** and you must not be in arrears on any **gotalk** invoice which has fallen due; and
    - ii. A prepaid customer, you must have:
      1. a current active **gotalk** prepaid mobile telephone number registered in your name;
      2. recharged your **gotalk** prepaid mobile telephone account by \$20 (or more) at least once since your account was activated; and
      3. a credit balance on your **gotalk** prepaid mobile telephone account (which has not expired);
  - c. Your friend must become an active customer of **gotalk**. Your friend will be an active customer of **gotalk** for the purposes of this "Refer a Friend" program where your friend:
    - i. as a consequence of being referred by you applies for and activates any **gotalk** postpaid service and/or a **gotalk** prepaid mobile telephone service and;
      1. in the case of a **gotalk** prepaid mobile telephone service, your friend recharges their **gotalk** prepaid mobile telephone service account by \$20 or more at least once following activation and that credit has not expired; and
    - ii. has not been a customer of **gotalk** at any time prior to the date of the referral;
    - iii. Lives or works within **gotalk's** coverage area; and
    - iv. Passes a credit check conducted by **gotalk**;

6. There is no limit to the number of persons that you may refer under the **gotalk** “Refer a Friend” program.
7. You may not refer yourself under the “Refer a Friend” program. This applies to any new account(s) you may set up for yourself or on your own behalf.
8. The following referral credits applied to qualifying accounts by **gotalk**:
  - a. A \$25 referral credit will be automatically applied to your account and to your friend’s account where:
    - i. You are an active **gotalk** customer with either (or both of) a **gotalk** postpaid service and a **gotalk** prepaid mobile telephone service and your friend is an active **gotalk** customer with a **gotalk** postpaid service; or
    - ii. You are an active **gotalk** customer with either (or both of) a **gotalk** postpaid service or a **gotalk** prepaid mobile telephone service and your friend is an active **gotalk** customer with both a **gotalk** postpaid service and a **gotalk** prepaid mobile telephone service; and
  - b. A \$10 referral credit will be automatically applied to your account only where you are an active **gotalk** customer with either (or both of) a **gotalk** postpaid service or a **gotalk** prepaid mobile telephone service and your friend is an active **gotalk** customer with a **gotalk** prepaid mobile telephone service.
9. Where the referral credit earned is to be applied against a **gotalk** postpaid service account, **gotalk** will use its reasonable endeavours to ensure it is applied within 21 days of your friend becoming an active customer of **gotalk**. The credit will be offset against the charges appearing in the next invoice on that account. If the charges due under that next invoice are less than the amount of the credit, the balance of the credit will be retained on the applicable account and will be set against the next subsequent invoice until fully utilized.
10. Where the referral credit earned is to be applied against a **gotalk** prepaid mobile telephone account, it will automatically appear as a bonus credit amount on the applicable **gotalk** prepaid mobile telephone account and will expire in accordance with the normal credit expiry provisions of the relevant **gotalk** prepaid mobile plan.
11. Where the person who has earned the referral credit has two or more active **gotalk** postpaid accounts and/or **gotalk** prepaid mobile telephone accounts, **gotalk** will apply the referral credit against the mobile account that was activated first.
12. All persons who qualify for a referral credit will be notified by email. In addition, details of referral credits earned can be viewed online at [www.gotalk.com.au/myaccount](http://www.gotalk.com.au/myaccount).
13. There is no limit to the number of referral credits you may receive under the “Refer a Friend” program.
14. Where a friend is referred by more than one **gotalk** customer, only the first **gotalk** customer making the referral will qualify for the referral credit.
15. A referral credit is not transferable, refundable or redeemable for cash. Neither can it be used or redeemed in conjunction with any other offer or promotion offered by **gotalk**.
16. **gotalk** reserves the right to change and/or withdraw the “Refer a Friend” program and/or the value of the referral credit amounts and limits at its discretion and without notice. Please check [www.gotalk.com.au/refer](http://www.gotalk.com.au/refer) regularly for changes.
17. All friends you refer under the “Refer a Friend” program must be people you actually know. Spamming or solicitation of friends for the purposes of obtaining the referral credit will not be tolerated and may result in both you and your friends being disqualified from the “Refer a Friend” program. It may also result in the reversal of any referral credits awarded to you or your friends by **gotalk**.
18. Fraudulent behaviour or other improper use of the **gotalk** “Refer a Friend” program (in the reasonable opinion of **gotalk**) may result in the removal of your, and your friends’, referral credit, suspension of your **gotalk** services or the termination of your agreement with **gotalk**.
19. The “Refer a Friend” program cannot be used in conjunction with any other **gotalk** promotion.
20. **gotalk’s** standard Customer Terms also apply to this “Refer a Friend” program (except to the extent expressly varied by these “Refer a Friend” terms and conditions).
21. All references to “**gotalk**” under these terms and conditions mean **gotalk** Limited (ACN 091 707 970) and **gotalk** communications Pty Limited (ACN 091 320 348) (“**gotalk**”).
22. These terms and conditions are governed by the laws of the State of New South Wales.