

Tracksuit Limited ("Tracksuit") introduces its referral program ("Referral Program") to reward existing customers ("Referrer") for referring friends to Tracksuit and reward new customers who have been referred to Tracksuit. .

Participation in the Referral Program will (notwithstanding any statement to the contrary by a Referrer or Referee or their employees or agents) constitute acknowledgement and acceptance of these Terms and Conditions.

The Referrer must procure the Referee's consent to their participation in the Referral Program. The Referrer shall indemnify Tracksuit and hold Tracksuit harmless for any claim arising out of the Referrer's failure to procure such consent.

Tracksuit reserves the right to modify, suspend, or terminate the Referral Program at any time and for any reason without prior notice.

The Referral Program is available in New Zealand, Australia, United States of America and the United Kingdom.

## 1. Eligibility

Referrer means Tracksuit customers who refer friends and family members to Tracksuit.

1.1. A Referrer must be an existing customer entity of Tracksuit at the time of the referral.

1.2. The existing customer entity must have a current contract for services with Tracksuit at the time of referral and at the time the Referee enters into a contract for services with Tracksuit as a new customer.

1.3. Referee means a new customer entity to Tracksuit and does not include related entities of an existing customer entity (as defined by the section 2(3) of the Companies Act 1993).

1.4. Referrers may not participate in the Referral Program where doing so would be prohibited by any applicable law or regulations.

1.5. Tracksuit reserves the right, at its discretion, to prohibit any Referrer or Referee from participating in the Referral Program if Tracksuit deems or suspects that such Referrer or Referee has engaged in or has attempted to engage in any of the following:

(a) acting in breach of these Terms and Conditions;

(b) suspected abuse or fraud of these Terms and Conditions.

## 2. Referral

2.1 Referral means the referral or introduction of a new customer to Tracksuit on and from 12.01am 13 February 2024. Refer and Referred have consistent meanings.

2.2 To make a Referral, the Referrer must provide Tracksuit with the Referee's details (first and last name, job title, company name, email and country) by email or by submitting a form via [Trackbucks for Trackbuds: Tracksuit Referral Program \(gotracksuit.com\)](#).

## 3. Rewards

3.1 Customer Brand means any brand included in the list of Tracksuit's customer brands which will be provided after the Referee enters into a contract for services with Tracksuit as a new customer.

3.2 Subject to clause 3.3, upon the Referee becoming a new customer of Tracksuit by entering into a contract for services with Tracksuit within 120 days of the Referral, both the Referrer and Referee will be rewarded with \$500 of Trackbucks.

3.3 In the event that a Referee is referred to Tracksuit more than once and that Referee becomes a customer of Tracksuit, only the first Referrer to refer that Referee to Tracksuit will be eligible to be rewarded Trackbucks.

**3.4** You will not be eligible to be rewarded Trackbucks under this Referral Agreement if the Referee is an existing customer of Tracksuit, already in on our database or has already made direct contact with Tracksuit as at the time of the Referral.

**3.5** \$500 of Trackbucks can be redeemed, at the Referrer or Referee's option for any gift card from a Customer Brand (equivalent of \$500NZD in the Referrer/Referee's local currency) or a \$500 discount which can be applied to Tracksuit's fees.

**3.6** If the Customer Brand cannot provide the Referrer or Referee gift card, Tracksuit will provide up to a \$500 refund on a purchase made by that Referrer or Referee in the calendar year of the Referral, provided a valid receipt is provided to Tracksuit. Tracksuit will not be held responsible for any taxes, as required by law, arising from the provision of the refund.

**3.7** Trackbucks must be redeemed in the calendar year in which they are rewarded.

**3.8** Subject to clause 3.6, Trackbucks are not transferable or redeemable for cash.

#### **4. Limitation Of Liability**

**4.1** Tracksuit makes no representations or warranties as to the quality, suitability or merchantability of a gift card.

**4.2** Referrers and Referees release, waive and hold harmless Tracksuit, its officers and/or its employees from all claims, losses, damages or expenses which arise in conjunction with the Referral Program.

**4.3** Tracksuit and its employees and agents shall not be liable to Referrers and Referees for any claim for breach of Contract (except as provided in clause 4.4 below) or Statute or breach of duty in Tort (including negligence) or for any claim in Equity or otherwise at law.

- 4.4 A breach of contract and the extent of any such liability shall be limited, at Tracksuit's option, to \$100.00 NZD. Tracksuit will not, in any case, be liable for any other losses or damages whether general, exemplary, punitive, direct, indirect or consequential, including loss of business profits. This includes legal fees that may be incurred as a result of any such claims.
- 4.5 For the avoidance of doubt, where liability cannot be excluded the maximum aggregate liability of Tracksuit is \$100.00 NZD.
- 4.6 Tracksuit will not be held responsible for the expiry of any gift cards.
- 4.7 Tracksuit will not be held responsible for any gift cards which have been lost or stolen.
- 4.8 Tracksuit will not be held responsible for any loss due to a Customer Brand's loss of ability to fulfill any gift card.
- 4.9 Any Referrer or Referee who is an individual may have statutory consumer rights under the applicable law, including the Consumer Guarantees Act 1993. These are not excluded or restricted by any Term or Conditions set out in these Terms and Conditions.

## 5. Force Majeure

- 5.1 Tracksuit is not liable to Referrers and Referees for any loss or damage arising from delay or failure to perform its obligations due to any matter beyond our reasonable control ("Force Majeure") including, without limitation, epidemics, adverse weather, war, embargoes, export, shipping or remittance restrictions strike, lockout, accident, fire, delay caused by carriers, floods, natural disasters, governmental seizure, control, rationing or change in legislation of any jurisdiction. In the event of a Force Majeure event, Tracksuit reserves the right to cancel, terminate, modify or suspend the Referral Program or suspend, substitute or modify a reward.

## 6. Privacy

6.1 The Referral Program is subject to the Promoter's Privacy Policy which is located at <https://www.gotracksuit.com/privacy>. A Referrer provides personal information about the Referrer and Referree as part of the Referral Program which Tracksuit treats in accordance with its Privacy Policy. Tracksuit will collect, use and hold your information in accordance with its legal obligations, including under the Privacy Act 2020 (NZ).

6.2 The Referree must have consented to having their personal information provided to Tracksuit for this Referral prior to the time of the referral. The Referrer shall indemnify Tracksuit and hold Tracksuit harmless for any claim arising out of the Referrer's failure to procure such consent.

6.3 The Referee is responsible for providing complete and accurate contact information to Tracksuit. Tracksuit will not be held responsible for failing to contact a Referee arising from inaccurate or incomplete contact information.

## 7. General

7.1 If any Term or Condition is held by any court to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining Terms and Conditions.

7.2 The Terms and Conditions are governed by, and shall be construed in accordance with, the laws of New Zealand. Both parties submit to the exclusive jurisdiction of the New Zealand Courts.

7.3 If a court determines that any Term or Condition is illegal, void or unenforceable, we will remain entitled to enforce the remaining Terms and Conditions.