

TERMS AND CONDITIONS: PAYFLEX REFER-A-FRIEND PROMOTION

Last updated: 25 October 2022

1. With reference to this Offer:

- A “**New Customer**” means an individual who has not registered for a Payflex account or has not used or applied for the Pay Now Service or the Pay Later Service.
- An “**Existing Customer**” means an individual who (i) has a registered Payflex account and (ii) has used the Payflex Pay Later Service and (iii) whose account is in good standing with no instalments in arrears.
- The “**Referer Reward**” means a discount coupon to the value of **R100** that is valid for 30 days from the date of issue, and that may only be redeemed on a Payflex Pay Later transaction with a minimum spend of R500 (five hundred rand).
- The “**Referee Reward**” means a discount coupon to the value of **R100** that may only be redeemed on a New Customer’s first Payflex Pay Later transaction with a minimum spend of R500 (five hundred rand).
- “**Maximum Rewards**” means a maximum of 5 Referer Rewards per Payflex Existing Customer that can be earned under this Promotion.

2. In participating in this Offer, you warrant that you have sought the consent of any friend you send this Offer to that they wish to receive it.

3. If you are an Existing Payflex Customer during the Offer Period, and have received this unique Offer directly from Payflex, you can make a Qualifying Referral and earn a Referer Reward.

4. For the purposes of this Offer, a **Qualifying Referral** means:

- You are an Existing Customer with a unique Refer-A-Friend code (the “**Code**”), and you refer a New Customer (your “**Friend**”) to Payflex; and
- Your Friend subsequently applies for the Payflex Pay Later service, is approved and redeems **your Code** on their **first** successful Pay Later transaction with a minimum spend of R500 (five hundred Rand).
- You have now exceeded the Maximum Rewards earned under this Promotion.

General

5. This Offer is subject to each individual’s Payflex account used to participate in the Offer remaining open and being kept in good standing for the duration of the Offer until the Referer Reward or Referee Reward is redeemed.

6. Your participation in the Offer must be made in accordance with these terms and conditions and any applicable Payflex account terms and conditions.

7. Nothing in these terms is intended to exclude, restrict or modify any non-excludable right or remedy you have under law.

8. Any disclaimer, exclusion, or limitation as provided for in these conditions applies to the full extent permitted by law and subject to any non-excludable right or remedy.

9. We make every effort to ensure that the referral tracking system is accurate but cannot be

responsible if a referral link is disrupted due to your, your friends, or a third party's actions or failure to act, including without limitation failing to complete sign-up and subsequently signing up for our service directly without using the referral link.

10. You agree that the determination of the qualification and source of a referral is determined in our sole and absolute discretion.
11. You acknowledge and agree that we may change or modify or cancel the terms of the Offer or the Referer Reward or Referee Reward at any time provided that any Referral Reward that you have earned prior to such change or cancellation will be subject to the terms that were in effect at the time it was earned.
12. Acting reasonably, we may at our absolute discretion cancel a Referer Reward or a Referee Reward without notice to you. Without limiting the circumstances in which we may do so, we may cancel this feature under any of the following circumstances:
13. We believe any of your access methods are fraudulent, or are suspected of being used in a fraudulent way;
 - Your conduct is in breach of these terms and conditions;
 - We or you close your Payflex account;
 - We decide to terminate this feature prior to the expiry of the Offer Period;
 - Your Payflex account is in arrears or you have unpaid Late Fees;
 - You are sending an excessive number of unsolicited invites.