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## Fleet Complete Referral Program Terms and Conditions

Fleet Complete Australia Pty Ltd (“Fleet Complete” or “the Company”) may, at any time, give its Customers (“Referrers”) the opportunity to refer contacts to Fleet Complete to purchase the system and/or solutions (“Fleet Complete Referral Program” or “Program”). We reserve the right to terminate the Program at any time for any reason. The Program is administered by Fleet Complete.

Fleet Complete Customers are bound by these Terms and Conditions by participating in the Program. By participating in the Program, the Referrers agree to use the Program in the manner specified in these Terms and Conditions. If you do not agree to these Terms and Conditions in their entirety you are not authorized to register as a Referrer or participate in the Program in any manner.

We reserve the right to modify or amend at any time these Terms and Conditions and the methods through which Rewards (as defined below) are earned. We reserve the right to disqualify any Customer from participation in the Program if the Customer does not comply with any of these Terms and Conditions.

Customers may participate in the Program to recommend services or content made available by the Company to their contacts (“Contacts”). To do this, the Referrer must submit the all the information required by Fleet Complete in relation to the Referral. The information will be collected, processed and used in accordance with Company’s [privacy policy](#). In addition, information may be used by the Company to communicate with Contacts and to forward information to them.

### 2. How the Program Works.

#### Program Participation, Generally

To participate, visit <http://www.fleetcomplete.com/au/referral/> and fill out the form to refer your contact.

#### Eligible Referrer

To be “eligible,” a Referrer must:

- 1) be a legal resident of Canada, the United States of America or Australia;
- 2) be an active Fleet Complete Customer;

Employees of the Company or any of its subsidiaries, affiliates or promotional agencies, including family and household members, are not eligible.

### **Making a Referral**

No purchase is required. Once a Customer refers a Contact, the Customer becomes a Referrer and will be contacted by an Account Manager at Fleet Complete to receive a \$100 Visa Gift Card (“Gift Card”) per Qualified Referral.

Referrers must respect the spirit of the Program by only referring real individuals or entities who meet the requirements (listed below) of these Terms and Conditions. Referrers cannot refer themselves. For example, a Referrer may not create multiple or fake accounts with Fleet Complete or participate in the Program using multiple or fake email addresses or identities.

Referrals submitted for Resource Tracker and Asset Tracker activation are not eligible for the Program.

### **Qualified Referrals**

A Referral will be considered Qualified only if **all** the following conditions are met:

- 1) The Contact signs a 36-month contract and remains active on our network for a minimum of 30 days;
- 2) The Contact activates a minimum of 3 new subscribers on a new account;
- 3) The Contact was not previously registered with the service under any email address or alias;
- 4) The Contact is a legal resident of Canada, the United States of America or Australia.
- 5) The Contact is not an existing customer

### **Visa Gift Card for Qualified Referrals**

The Referrer will be awarded with one (1) One Hundred dollar (US\$100 for United States residents and CAN\$100 for Canadian residents and AU\$100 for Australian residents) Visa Gift Card (“Reward”) for each Qualified Referral.

The Referrer will receive the awarded Visa Gift Card thirty (30) days after the referral is considered qualified.

### **Verified Qualified Referrals**

The Rewards are subject to verification. The Company may delay a Reward for the purposes of investigation and may also refuse to verify and process any transaction the Company deems, in its sole discretion, to be fraudulent, suspicious, in violation of these Terms and Conditions, or believes will impose potential liability on Company, its subsidiaries, affiliates or any of their respective officers, directors, employees, representatives and agents.

All of the Company's decisions are final and binding, including decisions as to whether a Referral is Qualified and entitles the Customer to a Reward.

### **Transfer and Value of the Visa Gift Card**

The Visa Gift Cards have no monetary value and may not be redeemed for cash. Gift Cards and Rewards are not transferable and may not be auctioned, traded, bartered or sold.

### **3. Liability**

By participating in the Program, Customers agree to:

- 1) be bound by these Terms and Conditions, the decisions of the Company and its delegates, and the privacy policy of the Company;
- 2) defend, indemnify, release and hold harmless the Company and its parent companies, affiliates and subsidiaries, from any and all claims, actions, demands, damages, losses, liabilities, costs or expenses caused by, arising out of, in connection with, or related to their participation in the Program (including, without limitation, any property loss, damage, personal injury or death caused to any person(s) and/or the awarding, receipt and/or use or misuse of the Program or any Reward); and
- 3) be contacted by the Company via e-mail or telephone and to provide information by email or telephone in relation to all Contacts and Referrals.

The Company shall not be liable for:

- 1) late, lost, delayed, stolen, misdirected, incomplete, unreadable, inaccurate, unreliable, garbled or unintelligible entries, communications or affirmations, regardless of the method of transmission;
- 2) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors;
- 3) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials;
- 4) any injuries, losses or damages of any kind resulting from acceptance, possession or use of a Visa Gift Card, or from participation in the Program, that were not reasonably foreseeable to the Company at the relevant time;
- 5) any printing, typographical, administrative or technological errors in any websites or materials associated with the Program; or
- 6) claims, demands, and damages in disputes among Customers participating in the Program.

The Company disclaims any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with the Program, and reserves the right, in its

sole discretion, to cancel, modify or suspend the Program should a virus, bug, computer malfunction, unauthorized intervention or other cause beyond the Company's control, corrupt the administration, security or proper management or performance of the Program.

The Company shall not be liable to any Customer for failure to supply any Reward or any part thereof, by reason or cause beyond its control.

The Company reserves the right to cancel or suspend the Program should it determine, in its sole discretion, that the administration, security or fairness of the Program has been compromised in any way, or to disqualify any Customer or Customers from further participation in the Program.

### **Disclaimer of Warranties**

Customers expressly understand and agree that: (a) your use of the Program is at your sole risk, the Program is provided on an "as is" and "as available" basis and the Company expressly disclaims all warranties, conditions and terms (collectively, "promises") of any kind, whether express or implied by statute, common law or custom, including, but not limited to, warranties as to products or services offered through the use of the Program, implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, and non-infringement; (b) the Company makes and gives no warranty that (i) the Program will meet your requirements, (ii) be uninterrupted, timely, secure, or error-free, (iii) the results obtained from the use of the Program will be accurate or reliable, (iv) the quality of any products, services, information, or other material obtained by you through the Program will meet your expectations, and (v) any errors in the service will be corrected; and (c) any material downloaded or otherwise obtained through the use of the Program is accessed at your own discretion and risk, and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from the download or use of any such material.

### **Limitation of Liability and Indemnification**

You expressly understand and agree that the Company, including any vendors and service providers associated with or assisting in providing the Program, shall not be liable to you for any direct, indirect, incidental, special, consequential, or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if the Company was advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Program; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services obtained or messages received or transactions entered into through, from, or as a result of the Program; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on or through the Program; or (v) any other matter relating to the Program. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations in this paragraph may not apply to you. Users should use the Program at their own risk.

**4. Publicity.** Participation in the Program or acceptance of a Visa Gift Card constitutes the giving of permission by the Customer to Fleet Complete to use any Customer's first and last name, company name, Fleet Complete profile information, statements, biographical information, and city and state address for any and all promotional or advertising purposes in connection with the Program, on a worldwide basis and in all forms of media without review, permission or further compensation of any amount or kind whatsoever, where permitted by law.

**5. Conduct.** If a solution cannot be found to restore the integrity of the Program after the occurrence of prohibited conduct, we reserve the right to cancel, change, or suspend the Program.

#### **Prohibited Conduct, Generally**

Customers agree not to use the Program to:

- Violate applicable law;
- Infringe the intellectual property rights of the Company, its parent company or any of their subsidiaries, affiliates or promotional agencies or any third parties;
- Stalk, harass, or harm another individual;
- Impersonate any person or otherwise misrepresent a Contact's identity;
- Interfere with, disrupt or violate the Terms and Conditions or servers connected to the Program; or disobey any requirements, procedures, policies, or regulations;
- Interfere with another Customer's use of the Program;
- Attempt to gain unauthorized access to the Program, other accounts, computer systems, or networks connected to the Program;
- Transmit any file that contains viruses, worms, Trojan horses, or any other contaminating or destructive features;
- Conduct any illegal activity or solicit the performance of any illegal activity or other activity that infringes the rights of others;
- Resell, barter, trade, auction or otherwise generate income by providing access to the Program to others

#### **Fraudulent and Suspicious Behavior**

The Company may prohibit a Customer from participating in the Program or receiving a Visa Gift Card in its sole discretion, if it determines such Customer is attempting to undermine the fairness, integrity or legitimate operation of the Program in any way by cheating, hacking, deception, or any other unfair

practices of intending to annoy, abuse, threaten or harass any other Customers or representatives of the Company.

Use of any automated system, script, or macro to participate is strictly prohibited and will result in disqualification.

Customers may not enter with multiple or fake emails addresses or accounts, use fictitious identities or use any system, bot or other device or artifice to participate in the Program.

The Company reserves the right to disqualify any Customer and/or cancel the allotting of Visa Gift Cards if they find a Customer to be tampering with the entry process or the operation of the Program or violating these Terms and Conditions.

#### **6. Applicable Law; Arbitration; Class Waiver; and Waiver of Jury Trial.**

Any and all disputes, claims and causes of action arising out of or related to the Program or any prize awarded shall be resolved under South Australian law and participants in the Program agree to submit any dispute to the exclusive jurisdiction of the state and federal courts located in South Australia.

**7. General Terms** These Terms constitute the entire agreement between Customer and the Company concerning Customers' use of the Program. The failure of the Company to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. The section titles in these Terms are for convenience only and have no legal or contractual effect. A person who is not a party to these Terms shall have no right to enforce or receive the benefit of any of these Terms.