

## Terms & Conditions

WorldFirst is offering business clients the opportunity to participate in its Refer a Business Campaign which will afford the person referring a new business the ability to receive \$200 discount voucher following their referring client's first eligible transfer with WorldFirst. The below terms and condition apply when participating in the Campaign.

### 1. Introduction

1.1 The WorldFirst Refer a Business (the "Campaign") is available to any person(s) who meet the Eligibility Criteria as set out in clause 3 below.

1.2 The promoter of the Campaign is WorldFirst Pty Ltd (Australian Business Number 42132368971) whose office is situated at Level 7/33 York Street, Sydney, NSW 2000, Australia ("WorldFirst").

### 2. Definitions and Interpretation

2.1 In these terms and conditions the following words and expressions shall have the following meanings:

2.1.1 "Introducing Client" is the party making a referral to WorldFirst.

2.1.2 "Referred Client" is the party being referred to WorldFirst.

2.1.3 "Campaign" has the meaning as outlined in clause 1.1.

2.1.4 "Voucher Code" is a \$200 discount code on a future eligible transfer.

2.1.5 "Participants" means Referred Clients and introducing clients when referring to them collectively.

2.1.6 "Close Out" means, in relation to an FX Contract, to close out, unwind, cancel or otherwise terminate.

2.1.8 "Sale Currency" means the currency being bought by us and sold by you.

2.2 A reference to a gender, applies to all genders.

2.3 Words importing the singular shall include the plural and vice versa.

2.4 Words denoting persons shall include bodies corporate and unincorporated associations of persons and vice versa.

2.5 References to clauses and schedules are, unless otherwise stated, references to the clauses and schedules of this Agreement.

### 3. How it works

3.1 WorldFirst client participating in the Campaign will be sent an email containing a link which they can forward to businesses inviting them to participate in the Campaign. Each email will feature a campaign link so as to track any referrals made relating to this campaign.

3.2 The referred business must register using the link provided via email and landing page: <http://www.worldfirst.com/au/business/?ID=5267>

3.3 The referred business must quote Introducing Client's number or full name in registration form question 'Where did you hear about us'.

3.4 The referred business will need to set up a WorldFirst account and transact within three months of opening their account and between the dates 01/11/2019 to 31/01/2020 with standard compliance and on-boarding requirements being applicable.

3.5 Once these steps have been fulfilled, with Referred Client making their first payment, the Introducing Client will receive a Voucher Code of \$200 off their next transfer, which can be entered online or provided over the phone.

### 4. Eligibility Criteria

4.1 In order to be eligible to receive a Voucher Code the:

4.1.1 Introducing Client must have an existing WorldFirst Business account which has been active (booked a trade) within six months prior to the date of the referral; and

4.1.2 Referred Client must apply for and complete the WorldFirst Business opening process and conclude a foreign exchange transaction between 01/11/2019 and 31/01/2020.

4.2 For the avoidance of doubt the Introducing Client will not be eligible to receive a Voucher Code if the:

4.2.1 Referred Client is an existing WorldFirst Business account holder; or

4.2.2 Referred Client applied for a WorldFirst account prior to the date of the referral; or

4.2.3 Introducing Client or Referred Client is an employee or immediate family member (including spouse, children, parents, siblings and/or grandparent) of an employee of any WorldFirst group company; or

4.2.4 Introducing Client or Referred Client is existing partner of WorldFirst.

## 5. Warranties

5.1 The Introducing Client warrants that:

5.1.1 He/She is legally able to participate in the Campaign in his country of residence; and

5.1.2 To the best of his knowledge, all information disclosed to WorldFirst is both true and correct; and

5.1.3 The Referred Client is known to the Introducing Client and has consented to the Introducing Client disclosing his personal information (including but not limited to name, surname, email address) to WorldFirst.

5.2 The Referred Client warrants that:

5.2.1 He/She is legally able to participate in the Campaign in their country of residence; and

5.2.2 To the best of his knowledge, all information disclosed to WorldFirst is both true and correct.

## 6. Termination

6.1 WorldFirst reserves the right, at its sole discretion, to terminate or suspend the Campaign at any time and without prior notice to Participants and WorldFirst gives no warranty as to the continued availability of the Campaign.

## 7. Variation

7.1 WorldFirst reserves the right, in its sole discretion, to change, amend, or otherwise modify these terms and conditions and the terms of the Campaign from time to time and without notice. WorldFirst will inform participants of material changes to these terms and conditions and the Campaign by posting a notice on its website or forwarding an email to their last known email address.

## 8. Third Party Rights

8.1 These terms and conditions are made for the benefit of Participants of the Campaign, and are not intended to benefit any third party or be enforceable by any third party.

## 9. Severability

9.1 Any clauses in these terms and conditions determined by any court or other competent authority to be unlawful and/or unenforceable will be treated as severed from these terms and conditions and will not invalidate other clauses of these terms and conditions which will continue in full effect.

## 10. Miscellaneous

10.1 All trades using voucher codes are subjected to standard compliance requirements.

10.2 In the event the foreign exchange transaction entered into by the Referred Client in order to fulfill the Eligibility Criteria is cancelled or otherwise Closed Out, the Introducing Client will forfeit the Voucher Code and will not be eligible for a substitute sum.

10.3 Referrals made to WorldFirst that are not in accordance with these terms and conditions will be ineligible to receive a Voucher Code.

10.4 By taking part of the Campaign you agree to participate in such promotional activity and material as WorldFirst may require.

10.5 WorldFirst is not liable for any direct or indirect costs, expenses, damages, liability or injury arising out of or in connection with the Campaign, other than those costs and expenses specifically provided for in these terms and conditions.

10.6 WorldFirst will not be liable to any party in the event WorldFirst is unable to perform its obligations under these terms and conditions because of factors beyond its control.

10.7 WorldFirst reserves the right, at its sole discretion, to refuse a claim for a Voucher Code if it has reasonable grounds to believe that such party has:

10.7.1 Breached these terms and conditions; and/or

10.7.2 Misused WorldFirst's intellectual property rights including trademarks and/or materials; and/or

10.7.3 Made any misrepresentations (negligently or fraudulently); and/or

10.7.4 Abused the Campaign; and/or

10.7.5 Engaged in any illegal or criminal activity including fraud in connection with the Campaign or any application for WorldFirst services.

10.8 These terms and conditions are to be read in conjunction with any additional conditions associated with the Campaign.

10.9 All clients transacting with WorldFirst are subject to WorldFirst's on-boarding procedures which includes agreeing to WorldFirst's general terms of business.

10.10 These terms and conditions shall be governed by Australian Law and the Australian Courts shall have nonexclusive jurisdiction with respect to any disputes arising out of these terms and conditions or the Campaign.