

WorldFirst's Refer a Business Campaign

Terms & Conditions

WorldFirst is offering business clients the opportunity to participate in its Refer a Business Campaign which will afford both the person referring a new business and the new client the ability to receive a \$150 JBHIFI voucher or Wish (Woolworths Group) eGift Card following the new client's first eligible foreign exchange transaction with WorldFirst. The below terms and conditions apply to the Campaign. By participating in the Campaign, you confirm that you agree to comply with these terms and conditions.

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 4 below and complete all the steps 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 "Campaign" has the meaning as outlined in clause 1.1.

2.1.2 "Campaign Period" is the period between 6 April 2020 and 6 November 2020, both dates inclusive.

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

2.1.4 "Gift Card" is either a JBHIFI voucher or a WISH eGiftcard, valued at \$150, to be allocated by WorldFirst at its sole discretion and subject to availability. JBHIFI gift cards are only available for New Zealand domiciled participants.

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

2.1.6 "Participants" means Referred Clients and Introducing Clients when referring to them collectively.

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

2.1.8 "Registration Period" is the period between 6 April 2020 to 6 September 2020.

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.

3. How it works

3.1 Selected clients of WorldFirst who are eligible to participate as Introducing Clients in the Campaign will be sent an email containing a unique link which they can forward to its businesses inviting the latter to participate in the Campaign in the capacity as Referred Clients. Each email will feature a unique referral ID that tracks any referrals made relating to this Campaign and Introducing Client.

3.2 In order to become a Referred Client, the referred business must register for a new Business or World Account.

3.3 The Referred Client must (a) select 'Business recommendation' in the 'Where did you hear about us?' field of the registration form, (b) enter the Introducing Client's unique referral ID in the 'Please explain' field on the same page and (c) provide the required acknowledgement as set out in Clause 3.6 below.

3.4 The Referred Client shall successfully register a WorldFirst account during the Registration Period and complete a foreign exchange transaction during the Campaign Period, subject to the standard compliance and on-boarding requirements.

3.5 Once the Referred Client has completed a foreign exchange transaction in accordance with Clause 3.4 above, the Introducing Client will receive an email informing the successful referral and the Introducing Client will be required to (a) acknowledge that it (i) agrees to participate in the Campaign in the capacity of an "Introducing Client" as defined herein and (ii) accepts these terms and conditions; and (b) to provide the required acknowledgement as set out in Clause 3.6 below.

3.6 The required acknowledgement under Clauses 3.4 and 3.5 shall contain the following wordings or such wordings as may be required by WorldFirst:

"The Gift Card is not, and shall not be used as, an improper payment, gift or inducement of any kind for any illegal or unlawful purpose. The Gift Card is intended to reward Introducing Client and the Referred Client for their participation in the Campaign and not a personal benefit for any individual employees, officers, directors, independent contractors or other staff members of the Introducing Client and/or the Referred Client. Each of the Introducing Client and Referred Client must provide an acknowledgement that it is not prohibited to participate in this Campaign and receive the Gift Card under any applicable laws and/or its own constitutional documents or internal policies."

3.7 Once these steps have been fulfilled within the Campaign Period, each of the Introducing Client and Referred Client will receive the Gift Card within 10 business days from the end of the Campaign Period.

4. Eligibility Criteria

4.1 In order to be eligible to receive a Gift Card:

4.1.1 the Introducing Client must have an existing WorldFirst account which has been active (booked a trade) within 12 months prior to the date of the referral (that is, the date on which the Referred Client registers for a new WorldFirst Business Account or World Account quoting the Introducing Client's unique referral ID); and

4.1.2 the Referred Client must apply for and complete the WorldFirst Business Account or World Account opening process within the Registration Period and conclude a foreign exchange transaction within the Campaign Period.

4.2 For the avoidance of doubt, both the Introducing Client and the Referred Client will not be eligible to receive a Gift Card if the:

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

4.2.2 Referred Client applied for a WorldFirst Business account or World 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 or an employee or immediate family member (including spouse, children, parents, siblings and/or grandparent) of an existing partner of WorldFirst; or

4.2.5 Any of the steps mentioned in Clause 3 above and/or any of the eligibility criteria set out in this Clause 4 is not met.

5. Warranties

5.1 Each of the Participants warrants that:

5.1.1 It is legally able to participate in the Campaign according to the laws and regulations applicable to it; and

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

5.1.3 Each of the Referred Client and the Introducing Client is known to each other, consents to participate in the Campaign in the respective capacity of the Introducing Client and the Referred Client and consents to the use and sharing of their respective personal data by WorldFirst in accordance with WorldFirst's Privacy Policy and applicable laws for the purpose of this Campaign.

5.14 It will not use the Campaign in any way that WorldFirst (in its sole and absolute discretion) considers to be unreasonable, unethical, excessive, or in bad faith; or in any way that breaches any applicable local, national, or international law or regulation, or that is in any way unlawful, fraudulent, or wrongful, or has any unlawful, fraudulent, or wrongful purpose or effect.

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 WorldFirst account opening and foreign exchange transactions are subject 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 no longer be entitled to receive the Gift Card and if any Gift Card has already been delivered to the Introducing Client and/or Referred Client, the Introducing Client and/ or Referred Client (as the case may be) shall return such Gift Card to WorldFirst forthwith upon receiving request from WorldFirst.

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

10.4 The Gift Card is not, and shall not be used as, an improper payment, gift or inducement of any kind for any illegal or unlawful purpose. The Gift Card is intended to reward Introducing Client and the Referred Client for their participation in the Campaign and not a personal benefit for any individual employees, officers, directors, independent contractors or other staff members of the Introducing Client and/or the Referred Client. Each of the Introducing Client and Referred Client must provide an acknowledgement that it is not prohibited to participate in this Campaign and receive the Gift Card under any applicable laws and/or its own constitutional documents or internal policies.

10.5 By taking part of the Campaign, each of the Participants agree to participate in such promotional activity and material as WorldFirst may require.

10.6 WorldFirst is not liable for any direct or indirect costs, expenses, damages, liability or injury arising out of or in connection with the Campaign.

10.7 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.

10.8 WorldFirst reserves the right, at its sole discretion, to refuse a claim for a Gift Card if it has reasonable grounds to believe that any of the relevant Participants has:

10.8.1 Breached these terms and conditions; and/or

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

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

10.8.4 Abused the Campaign; and/or

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

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

10.10 All clients transacting with WorldFirst are subject to WorldFirst's on-boarding procedures which includes agreeing to applicable WorldFirst's account terms and conditions, Privacy Policy and other applicable general terms of business.

10.11 These terms and conditions shall be governed by the Law of New South Wales, Australia and the New South Wales Courts shall have nonexclusive jurisdiction with respect to any disputes arising out of these terms and conditions or the Campaign.