

## REFER A FRIEND TERMS

These terms and conditions set out the principals that will apply between us, KCOM Group Limited and you each and every time you refer a friend to us for the provision of our KCOM Lightstream Services. The refer a friend scheme can be used in conjunction with other offers.

### 1 REFER A FRIEND OBLIGATIONS

#### 1.1 You must:

- (i) be receiving KCOM Lightstream Services from us;
- (ii) live in the KCOM Fibre Network Expansion Area, that area being Drifffield, Nafferton, Market Weighton, Pocklington, Howden, Goole or such other area as we advise from time to time (the "KCOM Fibre Network Expansion Area");
- (iii) advise your friend or family member to quote your name when placing an order for KCOM Lightstream Services;
- (iv) not owe any money to us; and
- (v) not be an existing employee of KCOM Group Limited or a relation of a KCOM Group Limited employee;

#### 1.2 Your friends and family must:

- (i) live at a different UK address to you;
- (ii) live in the KCOM Fibre Network Expansion Area;
- (iii) apply for KCOM Lightstream Services from us at a serviceable property (being a property at which we can connect the property to our fixed line network) during the period from 1<sup>st</sup> June 2020 and ending on 1<sup>st</sup> September 2020;
- (iv) take out any of our KCOM Lightstream unlimited products;
- (v) quote your name when placing an order for KCOM Lightstream Services; and
- (vi) not currently be receiving KCOM Lightstream Services from us;

#### 1.3 We will:

- (i) within 45 days of providing each of your friends and family members with services email a gift voucher in the sum of £50 to the email address on your account; and
- (ii) within 45 days of providing service to that friend or family member, email a gift voucher in the sum of £50 to the email address your friend or family member provides to us when placing an order for KCOM Lightstream Services;

### 2 RESTRICTIONS ON PAYMENT OF A GIFT VOUCHER

2.1 The provision of services to your friends and family will be subject to a credit check.

2.2 The provision of KCOM Lightstream Services will be subject to our Universal Conditions for Residential Services, available on our website at <https://www.kcomhome.com/media/2872711/kcom-universal-conditions-for-service-residential-jan-2020.pdf>.

2.3 If we do not agree to supply services to your friends and family, we will not be liable to pay the gift voucher to you.

2.4 We will not be able to accept your name from your friends and family at any time following the completion of the application process.

2.5 If we pay any gift voucher to you erroneously, you agree that you will notify us of such error and will return the gift voucher to us or that we may set-off such amounts against any further gift voucher owed to you.

2.6 We shall be entitled to withhold payment of the gift voucher to you for any reason whatsoever, in our reasonable discretion.

2.7 We will not be bound to pay any gift voucher to you if we reasonably suspect you or any member of your friends and family of any illegal, fraudulent or other activity, as the payment of the gift voucher to you may cause damage to our reputation.

### **3 DATA PROTECTION AND TAX**

- 3.1 In order for you to participate in the Refer a Friend offer, you must allow us to collect and process your personal data. We agree that we will only use your personal data, that we collect during the Refer a friend offer, for the purpose of linking you with your friends and family so that we can pay any gift voucher to you. We agree that any processing of your personal data shall be in accordance with our obligations under the Data Protection Act 1998 and the General Data Protection Regulation 2016/679. If at any time, you do not wish us to process your personal data in this manner, you should not send an invitation to your friends / family.
- 3.2 You acknowledge that the payment of the gift voucher by us to you may be liable to income or other taxes. You shall be entirely responsible for the payment of such taxes. Further, you shall indemnify us against all liability resulting from your failure to pay taxes in accordance with this clause.

### **4 GENERAL PROVISIONS**

- 4.1 Subject to any liability which cannot be excluded or limited by law, our total aggregate liability to you arising out of or in connection with these Terms shall be limited to the aggregate amount of any incentives due to you but not paid.
- 4.2 The failure by us to insist on the performance of any of the provisions in these Terms shall not be construed as a waiver of our rights to future performance of such provisions.
- 4.3 These Terms are governed by the laws of England and both parties submit to the exclusive jurisdiction of the English Courts.