



REFERRAL SCHEME TERMS & CONDITIONS

Please read these Terms and Conditions before you participate in the CoolCare Referral Scheme, as these will apply. If you do not agree with these Terms and Conditions, you must not participate in the CoolCare Referral Scheme.

1. Scope

- 1.1. The promoter of the CoolCare Referral Scheme is CoolCare Limited, whose registered office is Helios 47, Isabella Road, Garforth, LS25 2DY (referred to as “CoolCare”, “we”, “us”, “our”).
- 1.2. These terms and conditions apply to any participant in the CoolCare Referral Scheme, whether as a Referrer or a Referee.

2. Incentive

- 2.1. An existing CoolCare Customer (“Referrer”) is eligible to receive a single 20% discount on the next full single month’s cost of CoolCare software subscription (“Reward”) for each Successful Referral their company makes.
- 2.2. If the Referrer makes several Successful Referrals, a maximum of two Rewards per month will be applied to the Referrer’s subscription invoices and the remaining discount will be applied in subsequent future months.
 - a. The 20% discount will be calculated and applied based on the value of the monthly subscription at the then current subscription pricing and number of licences the Referrer has on the date the Successful Referral is confirmed.
- 2.3. The Reward will apply to allow subscriptions directly controlled by the Referrer’s Group of Companies as per CoolCare’s records.
- 2.4. Each new customer (“Referee”) that is the result of a Successful Referral will also be eligible to receive the Reward.

3. Eligibility Criteria

- 3.1. A Referral will be a “Successful Referral” where:
 - a. A Referee installs and implements a paid-for CoolCare4 subscription within 100 days of the Date of Referral by the Referrer;
 - b. A Referee is the controlling company of a new customer that:
 - i. is not currently a customer of CoolCare;
 - ii. is not in the same group of companies as an existing customer of CoolCare;
 - iii. is not a previous customer of CoolCare;
 - iv. has not been in discussions or negotiations with CoolCare regarding the receipt of our services (“Referee”);
 - v. has not been referred by another Referrer first within the previous 100 days;
 - c. All mandatory information about the Referee has been supplied by the Referrer upon referral through the CoolCare Referral Form; and
 - d. CoolCare has received advance payment of the first month of CoolCare4 subscriptions from the Referee.
- 3.2. The Date of Referral is the time and date all the mandatory information about the Referee has been received by Coolcare from an authorised representative of the Referrer.
- 3.3. A Referral will be valid for 100 days following the Date of Referral.
- 3.4. If the Successful Referral criteria in Clause 3.1. is not met within the valid period, the Referral will expire.
- 3.5. CoolCare will determine at its sole discretion and has final say as to whether a Successful Referral has been made.
- 3.6. The Reward can only apply to one Referrer and one Referee per Successful Referral.
- 3.7. A Successful Referral can only be made by an authorised representative who is employed by the Referrer:
 - a. If the authorised representative of a Referrer is later employed another CoolCare Customer, the Referral will apply to the Referrer at time of the original referral; and
 - b. A Referral will not be successful if made by a third-party who is not employed by the Referrer at the time of Referral.
- 3.8. If the Referrer, and the companies it controls, cease to be a CoolCare Customer, the qualifying period for the Referral is terminated immediately.

4. General Provisions



- 4.1. Once a Successful Referral has been made, CoolCare will email both you and the Referee to confirm your respective Rewards to the email addresses designated by each of you to us in writing.
- 4.2. The Reward may not be sold, transferred, auctioned or used for commercial gain.
- 4.3. The Reward discount does not apply to any hardware, training or other CoolCare costs other than the software subscription incurred by either the Referrer or the Referee.
- 4.4. No cash equivalent or refund can be given for the Reward.
- 4.5. To the fullest extent permissible by law, CoolCare will not be liable for any loss or damage whatsoever which is suffered or sustained as a result of participation in the CoolCare Referral Scheme or use of the Reward.
- 4.6. CoolCare reserves the right to amend, withdraw or restrict the Referral Scheme and these Terms and Conditions at any time without notice.
- 4.7. Participants are liable for any tax consequences of the receipt of any Reward, and we accept no liability to participants or their employers in relation thereto.
- 4.8. These Terms and Conditions are intended to be legally binding and will be governed by and construed in accordance with the laws of England. We each agree that English courts will have exclusive jurisdiction over any claim or dispute arising from or related to the CoolCare Referral Scheme or these Terms and Conditions.