



## **telMAX Refer a Friend Terms and Conditions**

The following terms and conditions (these "**Terms**") govern the "telMAX Refer a Friend" program (the "**Program**"). The **Program** gives an opportunity for a **telMAX Customer** (the "**Referrer**") to refer a friend (the "**Referee**") to become a telMAX customer. telMAX provides both the **Referrer** and **Referee** an **Award**, after the referee has become a **telMAX Customer**, as described further herein.

Throughout these **Terms**:

- a) **telMAX Customer** means a person who;
  - i. is subscribing to telMAX **Service**;
  - ii. has a telMAX Customer Account (and account number) in good standing;
  - iii. is a residential customer and not participating in this **Program** as a business customer and;
  - iv. has **Service** installed.
- b) **Referrer** is a **telMAX Customer** referring another person who wish to become a **telMAX Customer**.
- c) **Referee** is a person who has been referred by a **Referrer** to become a **telMAX Customer**. The **Referee** cannot be the same person as the **Referrer**.
- d) **Service** means one of telMAX MAXfibre (fibre internet) services;
- e) **Award** is defined by the following;
  - i. **Award** is a one-time CAD \$50.00 (including tax) credit applied towards the Customer bill for **Service**. Credit cannot be applied against any fees or other charges (such as late fees, or unpaid balances)
  - ii. **Award** is provided to both the **Referrer** and the **Referee** under these **Terms**.
  - iii. **Award** cannot be redeemed for cash in any way.
  - iv. **Award** credit amount may change from time to time, at **telMAX's** sole discretion.
- f) **Award Date** is the billing date after the **Referee** has been a **telMAX Customer** for three consecutive months. To further clarify, this is the date on the **Referee's** fourth (4<sup>th</sup>) monthly Customer bill for **Service**.
- g) **us, we, our and telMAX** means telMAX

## 1. Eligibility

- a) To be eligible to participate in the **Program** as a **Referrer** you need to be a **telMAX Customer**, as defined herein, and you need to follow the guide for how to participate in the **Program**, which is defined in Section 2 following.
- b) To be eligible to participate in the **Program** as a **Referee** you need to become a **telMAX Customer**, as defined herein, and you need to follow the guide for how to participate in the **Program**, which is defined in Section 2 following.
- c) To be eligible to receive the **Award**, as a **Referrer** or as a **Referee**, you need to have met all respective criteria defined in Section 3 following.

## 2. How to participate in the Program

- a) To participate as a **Referrer** you need to;
  - i. Initiate your referral by completing the referral online form available at the telMAX website, [Refer-A-Friend](#). This is the only way to initiate a referral. Contacting telMAX by phone or in person will not qualify the referral. Your telMAX Customer Account # needs to be entered in the form, to allow **telMAX** to link you to the **Referee**.
  - ii. Only refer a person who is in the process of becoming a **telMAX Customer**, or who has a telMAX Customer Account which has been active for a maximum of three (3) days.
  - iii. Agree to these **Terms**.

Note: You are allowed to refer several **Referees** in parallel, with no maximum limit set on the number of referrals.

- b) To participate as **Referee** you need to;
  - i. Sign up for telMAX **Service**, by submitting a **Service** order online through telMAX website, through one of our sales representatives visiting your home, or by calling telMAX.
  - ii. Your **Service** order, needs to be submitted a maximum of three (3) days after the **Referrer** completed the online form, as described in section 2 (a)(i). If your **service** order is submitted after three days will not be eligible to participate in this **Program** as a **Referee**.
  - iii. Become a **telMAX Customer**.
  - iv. Agree to these **Terms**.

Note: You can only be referred by one (1) **Referrer**.

### **3. Criteria for receiving the Award**

This section specifies the criteria which all have to be fulfilled by the **Referrer** and the **Referee** respectively for receiving the **Award**.

- a) All of the following criteria have to be fulfilled for the **Referrer Award** to be granted;
    - i. You need to be a **telMAX Customer** at the **Award Date**. To further clarify, if you cancel your subscription before the **Award Date**, your **Award** is void.
    - ii. The **Award** (the credit) will be processed on your first (1<sup>st</sup>) monthly bill for **Service** following the **Award Date**. You need to be a **telMAX Customer** at the time of this first bill, otherwise the **Award** is void.
    - iii. The **Referee** must remain as **telMAX Customer** at the **Award Date**.
  
  - b) All of the following criteria have to be fulfilled for the **Referee Award** to be granted;
    - i. You need to be a **telMAX Customer** at the **Award Date**. To further clarify, if you cancel your subscription before this **Award Date**, the **Award** is void.
    - ii. The **Award** (the credit) will be processed on your **Award Date** bill.
- Note: You, the **Referee**, will receive the **Award**, as long as these criteria in Section 2 b) are fulfilled, independent of the **Referrer** criteria fulfillment in Section 2 a).
- c) If **Award** (the credit) is greater than the monthly **Service** charge on the bill, the **Award** will be applied to the following bill(s).
  - d) A referral is considered complete when the **Award** has been provided as per the criteria in sections 3 a) and 3 b).

These **Terms** may be changed from time to time, at **telMAX's** sole discretion. **telMAX**, may also decide to cancel the **Program** at any time. If the **Program** is cancelled, **telMAX** will honour approved **Awards** but shall have no further obligations, to telMAX customers, in relation to this **Program**.

**telMAX** reserves the right to disqualify and cancel participation of a **Program** participant (**Referrer** and **Referee**) and related **Award** in case of suspected fraud, abuse, misuse, or other forms of inappropriate or suspicious behavior, as determined by **telMAX's**

You can always find the most recent and applicable version of this Agreement and Policies at our web site: <https://www.telmax.com/terms-of-service>