

Terms and Conditions - Customer Referral Program

- 1. By participating in this referral program, the customer agrees to be bound by all the applicable rules and the terms and conditions.
- 2. To be eligible to participate in this program, the referrer must be an existing customer of Telkom who has an active fixed or mobile service with Telkom. The referee is the person who is referred to Telkom and is interested in taking out a contract and who does not already have an active fibre service with Telkom.
- 3. The referral will be made through sharing of a link to up to 30 contacts who are friends or family of the referrer, per day.
- 4. Once the referrer has successfully sent a referral to their contacts, the referrer will be eligible to receive a R550 credit if the referral is successful.
- 5. A referral is deemed to be successful once the order has been put into service (PIS).
- 6. Should the referee, cancel or terminate its services earlier than 12/24 or 36 months contract duration selected, early termination penalties will be applicable at the discretion of Telkom.
- 7. The referrer acknowledges that he/she is not mandated to act as a representative, agent or authorised agent to incur any obligations or liabilities on behalf of Telkom or to give any warranties, representations or undertakings of any nature on Telkom's behalf.
- 8. Telkom can terminate a participant right to referrals at any time and/ or end a participant right to make referrals through any of the available service channels, upon providing a participant with reasonable notice, to this effect.
- Termination of the referrer's right to submit referrals will not affect referrals already loaded onto Telkom's systems whilst using the services made available to referees before the service agreement to receive referrals ended.
- 10. Any information obtained through the referrals process is subject to the terms and conditions as set out in Telkom's Protection of Information Policy, which can be viewed at: <u>www.telkom.co.za</u>
- 11. By using the referral service channels to submit a participant's referrals, participants therefore acknowledge being aware of and agree to Telkom's Privacy Policy.

- 12. The referrer and referee shall observe all relevant legislation, including but not limited to the Regulation and Interception of Communication Act "RICA", Protection of Personal Information Act "POPIA", as amended, and comply with any directions made by any competent regulatory authority concerning the fulfilment of its obligations in terms of the matters contemplated in this document.
- 13. The provision of Telkom's fibre service is subject to Telkom's Standard Terms and Conditions for the Provision of Electronic Communications Services and Products, as well as the product specific terms and conditions which can be viewed at: https://www.telkom.co.za/about_us/regulatory/terms-and-conditions.shtml. Where there is any conflict between the Standard Terms and Conditions and the Broadband-specific terms and conditions, the last mentioned shall prevail.
- 14. Telkom will make sure that all personal information obtained through this program is protected and handled according to the POPIA standards and will not be used for any other campaigns.
- 15. By participating in this referral program, the customer agrees to receive messages from Telkom to inform and guide the customer through the process of participation.