

# ARROW MOBILE REWARDS PROGRAMME

## Definitions

The Promoter is Australian Telecommunications Pty Limited, 5/333 George St, Sydney, 2000, ABN 88 099 741 590 trading as Arrow Voice & Data (Arrow).

**Arrow Mobile Rewards Programme** is a rebate awarded to Customers by Arrow in recognition of Customer's expenditure, loyalty and prompt payment of Arrow invoices.

**Arrow Mobile Rewards Points** can be redeemed to buy a range of Arrow Mobile Rewards.

**Arrow Mobile Rewards** include a select range of current GSM and 3G Mobile Handsets and BlackBerry devices.

**Customer** means any individual or business that holds an active account with Arrow.

## Terms and Conditions

1. **Arrow Mobile Rewards Points** are awarded to Customers based on their expenditure on Eligible Calls.
2. **Eligible Calls** include all local calls, calls to mobile phones, national and international calls from fixed wire phones. It also includes inbound calls and calls from an Arrow Mobile phone or Arrow data service. It does not include any rental or Service & Equipment charges, calls to 13 or 1300, 0055, 1900 numbers, directory services, White or Yellow Pages listings.
3. The percentage of **Arrow Mobile Rewards Points** awarded per eligible call made is set by Arrow at its absolute discretion and can be varied by Arrow at any given time without prior notice.
4. A Customer's monthly allocation of **Arrow Mobile Rewards Points** is only awarded if the Customer pays that month's bill by the given Payment Due date. Payment is evidenced by receipt of payment into Arrow's account, not time of payment. Arrow will not be responsible for late, lost or misdirected mail or other communications.
5. Customers may redeem their allocation of **Arrow Mobile Rewards Points** at any time provided they have enough **Arrow Mobile Rewards Points** for the specific **Arrow Mobile Reward** requested in their **Arrow Mobile Rewards Points** account. Part payment of a given **Arrow Mobile Reward** may be allowed at Arrow's discretion, with the balance being charged to the customer.
6. If any fixed, mobile or data services of a Customer are transferred or ported away from Arrow to another service provider, Arrow reserves the right to cancel all **Arrow Mobile Rewards Points** allocated to that Customer's **Arrow Mobile Rewards Point** account.
7. If more than 50% of fixed, mobile or data services of a Customer are disconnected, Arrow reserves the right to cancel all **Arrow Mobile Rewards Points** allocated to that Customer's **Arrow Mobile Rewards Point** account.
8. **Arrow Mobile Rewards Points** can only be redeemed for purchase of designated **Arrow Mobile Rewards**, which are supplied by Arrow at **Arrow Mobile Rewards Points** prices. **Arrow Mobile Rewards Points** prices are subject to change without notice.
9. Arrow's decisions on all matters pertaining to this Programme, including but not limited to, the amount of **Arrow Mobile Rewards Points** awarded and their value and the range of **Arrow Mobile Rewards**, is final and no correspondence will be entered into.
10. Arrow reserves the right at its absolute discretion, at all times to make any changes to the **Arrow Mobile Rewards Programme** Terms and Conditions and **Arrow Mobile Rewards** offered, including but not limited to changes to rules governing:
  - a) the value of **Arrow Mobile Rewards Points**;
  - b) **Arrow Mobile Rewards Points** earning and redeeming rates;
  - c) any limitations imposed on the level of **Arrow Mobile Rewards** to be redeemed at any one time;
  - d) continued availability of **Arrow Mobile Rewards Programme**;
  - e) any restrictions or conditions relating to **Arrow Mobile Rewards**; and
  - f) changes to the **Arrow Mobile Rewards**.

11. **Arrow Mobile Rewards** must be ordered with and used at all times with a nominated Arrow Mobile Service. The nominated Arrow Mobile Service will be;
  - a) Contracted for a minimum 12 month contract term from the date of redemption if no existing contract term exists for the nominated Arrow mobile service
  - b) Recontracted for a minimum 12 month contract term from the date of redemption if an existing contract term exists for the nominated Arrow Mobile Service that is less than 12 months.
12. In the event a nominated Arrow Mobile Service is cancelled or ported to another service provider within the 12 month contract term, the full retail value of the **Arrow Mobile Reward** will be charged to the customers Arrow account.
13. There is a limit of 1 **Arrow Mobile Reward** redemption per active Arrow Mobile Service within any 6 month period. If an additional **Arrow Mobile Reward** redemption is made within the original 12 month contract term of a prior redemption, the new 12 month contract term will be added to the existing contract term.
14. If a Customer cancels their account with Arrow, they must return any **Arrow Mobile Rewards** obtained through the **Arrow Mobile Rewards Programme**.
15. Arrow will use all reasonable endeavours to advise Customers of any changes to these Terms and Conditions, but will not be liable in any way for any failure to do so.
16. Arrow is not liable for any **Arrow Mobile Rewards** not being available, or for limitations on capacity available, for the redemption of **Arrow Mobile Rewards**.
17. Arrow expressly reserves the right at its absolute discretion to withdraw, cancel, withhold, deny access to, or use of, or in any way change, any of the **Arrow Mobile Rewards** previously advertised, offered to, or accepted by, any Customer at any time. This includes the right to discontinue **Arrow Mobile Rewards Programme**. Arrow will not be liable for any loss or damage suffered by the Customer resulting from such withdrawal, cancellation, denial, variation or change.
18. Arrow gives no warranty as to the continuing availability of **Arrow Mobile Rewards Points**, any **Arrow Mobile Rewards** or any other benefit.
19. Arrow expressly reserves the right to terminate or alter (whether materially or otherwise) **Arrow Mobile Rewards Programme** at any time.
20. Arrow reserves the right at any time in its absolute discretion and without notice to suspend or terminate the Customership of any Customer and/or the right of any Customer to use any **Arrow Mobile Rewards Points** or be granted any **Arrow Mobile Rewards Points**.
21. Any breach of these Terms and Conditions by a Customer whether intentional or otherwise may result in suspension or termination of Customership and/or cancellation of their **Arrow Mobile Rewards Points**, or any right to **Arrow Mobile Rewards** at the sole discretion of Arrow.
22. In the event of suspension or termination of Customership or termination or other material alteration to **Arrow Mobile Rewards Programme**, Arrow reserves the right to not honour any of the Customer's accumulated **Arrow Mobile Rewards Points**.
23. Arrow reserves the right to cancel or refuse to honour any **Arrow Mobile Rewards Points** which were sold, assigned, transferred or otherwise obtained or redeemed in breach of the Terms and Conditions at any time, without liability.
24. Arrow reserves the right to reverse or cancel any **Arrow Mobile Rewards Points** credited to a Customer incorrectly, not in accordance with or in breach of the Terms and Conditions at any time without liability.
25. Arrow reserves the right to suspend Customership, reverse or cancel any accrued **Arrow Mobile Rewards Points** from a Customer's account in the event that monies are owed by that Customer to Arrow or any of its subsidiaries and such monies remain unpaid after the due date.
26. Arrow is not liable for any loss or damage suffered by Customers resulting from such withdrawals, cancellations, variations changes as set out in these Terms and Conditions or arising from this Programme, except for any liability which cannot be excluded by law.
27. Arrow accepts no responsibility for any tax implications, which may result from a Customer taking any **Arrow Mobile Rewards** under this program. Independent taxation advice should be sought.