



QUOOX

REFERRAL SCHEME

TERMS AND CONDITIONS

14 September 2020

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

By making a referral to Quoos, and by subsequently claiming the **Reward**, you are deemed to have accepted these Terms and Conditions.

Referrals must be made, in writing by email to contact@quoos.com (or by cc to the same address). An authorised principal of the Referee must be cc'd on the email and an explicit introduction/referral made.

1. The promoter of the Quoos Referral Scheme is Quoos Ltd, whose registered office is 71-75 Shelton Street, Covent Garden, London, United Kingdom WC2H 9JQ (referred to as “**Quoos**”, “**we**”, “**us**”, “**our**”).
2. These terms and conditions apply to any participant of the Quoos Referral Scheme, whether as a referrer or a referee.
3. To participate as a referrer in the Quoos Referral Scheme, you must (a) be aged 18 or over; (b) be an employee of an existing customer of Quoos that is incorporated in the United Kingdom; and (c) have been invited to participate in the Quoos Referral Scheme.
4. You are eligible to receive a BLK BOX voucher to the value of £300 (“**Reward**”) for each Successful Referral you make.
5. A referral will be a “**Successful Referral**” where it results in a net new Quoos customer:
 - a. Referred in accordance with the referral procedures; and
 - b. For whom Quoos has no record in connection with the Services, who have not had any interaction with Quoos for the past ninety (90) days, and who are not, at the time referred, in part of any sales cycle, contractual relations or ongoing negotiations with Quoos; and
 - c. Who are not Affiliates or franchisees of Referrer; and
 - d. Who purchase a subscription for Services no more than sixty (60) days from the date of referral by Referrer; and
 - e. That remains an Active Customer of Quoos, in good standing, for a minimum period of ninety (90) days from the point of the customer subscribing to the Quoos Services. An **Active Customer** is one who is using the Quoos system to manage their member’s bookings and payments.
6. To be eligible for the Reward the Referrer must be in good standing with Quoos at the time of processing payment.
7. Quoos will determine at its sole discretion and has final say as to whether a Successful Referral has been made.
8. In the event that the Referee is sent by multiple Referrers, whichever Referrer submitted the Referral first (and in compliance with the Referral processes) will be deemed as the Referrer.
9. Once a Successful Referral has been made, we will email the Referrer confirming such to the email address used at the time of Referral.

10. We reserve the right to substitute another voucher or item of equal value to the Reward.
11. Instead of the voucher, the Referrer may instead request either:
 - a. A cash reward of £250, to be paid by way of bank transfer; or
 - b. A suspension of Quoox subscription charges for one Quoox account, for two (2) subscription periods. This suspension is exclusive of SMS charges.
12. In the event that the Referrer is domiciled outside of the United Kingdom, a reward of GBP250 will be paid by way of bank transfer. The Referrer will be liable for any and all currency conversion charges, and the conversion rate will be that determined by the banks at the moment of transmission.
13. Where a Referrer receives a Reward from us, that participant agrees to comply with any 3rd party terms and conditions associated with the use of the voucher. The Reward may not be sold, transferred, auctioned or used for commercial gain.
14. Quoox is not responsible for any Reward that is lost or delayed in transmission. To the fullest extent permissible by law, Quoox will not be liable for any loss or damage whatsoever which is suffered or sustained as a result of participation in the Quoox Referral Scheme or use of the Reward. Quoox does not recommend or guarantee the performance of any contractual or other third parties mentioned in these Terms and Conditions.
15. We reserve the right to amend, withdraw or restrict the Quoox Referral Scheme and these Terms and Conditions at any time without notice.
16. 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.
17. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between Referrer and Quoox. Referrer will not represent that it has any authority to assume or create any obligation, express or implied, on behalf of Quoox, nor to represent Quoox as agent, employee, franchisee, or in any other capacity. There are no third-party beneficiaries to this Agreement. Referrer shall not make any proposals, promises, warranties, guarantees, or representations on Quoox's behalf or in Quoox's name.
18. This Reward Scheme is offered in good faith. If a Referrer is deemed by Quoox to be acting or using the scheme inappropriately, the Referrer will cease to be eligible for the Scheme.
19. Referrer agrees to indemnify, defend, and hold harmless Quoox and its affiliates, officers, directors, employees, contractors and agents from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, fines, costs and expenses of any kind (including reasonable solicitors' fees) arising from or relating to any claim of a third party: (i) relating to Referrer's operation of its business; (ii) relating to a breach of any provision of this Agreement by Referrer or its representatives; or (iii) alleging or relating to any act or omission of Referrer or its representatives in connection with the performance of its obligations under this Agreement.
20. 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 Quoox Referral Scheme or these Terms and Conditions.