

All Class Referral Program 14-01 Terms and Conditions Version 001

1. Introduction

- a. This document sets out the terms and conditions (the “**Terms and Conditions**”) subject to and under which All Class may offer certain vouchers to certain persons under the All Class Referral Program 14-01 (the “**Referral Program**”).
- b. Unless the context requires otherwise, capitalised terms herein shall have the meaning given to them in Schedule 1 of these Terms and Conditions.
- c. If a person participates in the Referral Program, that person agrees to comply with, and be bound by, these Terms and Conditions.

2. Specified Vouchers

- a. Within thirty (30) days of a Specified Voucher Event relating to a Valid Referral Card, All Class agrees to:
 - i. pay the Referrer of such given Valid Referral Card a one (1) only Specified Voucher; and
 - ii. pay the Referee of such given Valid Referral Card a one (1) only Specified Voucher,provided however that the Specified Voucher Conditions in relation to such Valid Referral Card are still satisfied in full as at the time All Class pays such Specified Vouchers to the Referrer and Referee (as the case may be).
- b. The Referrer and the Referee agree and acknowledge a Specified Voucher is not transferrable for cash or interchangeable for any other voucher, gift, reward or thing whatsoever. Notwithstanding the foregoing, All Class has the right (in its sole discretion) to pay the Referrer and/or Referee cash or its equivalent instead of the Specified Voucher.

3. All Class Referral Register

- a. All Class shall prepare, maintain and update the All Class Referral Register from time to time during the Referral Program Period.
- b. A Referral Card will be taken to be registered to a given person for the purposes of these Terms and Conditions:
 - i. when All Class records that Referral Card (identified by its unique card number) into the All Class Referral Register and records it in the All Class Referral Register as being registered to that person (identified by their name and address and contact number); or
 - ii. in such other manner or at such other time as All Class determines in its sole discretion.

In the event of any dispute as to whether a Referral Card is registered to a particular person, All Class’s determination shall be final and conclusive, and, for the avoidance of doubt, the person who All Class gave the Referral Card to, and the person whose name is on the Referral Card at any given time (if any) is irrelevant.

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- c. The All Class Referral Register shall be the sole property of All Class only and no person other than All Class has the right to prepare, maintain, update, view or do anything to or with the All Class Referral Register, without the express written consent of All Class.

4. Excluded Liability

All Class accepts no responsibility should injury or accident occur as a result of the Referral Program. Except for any liability that cannot be excluded by law, the Participants, release All Class and All Class's Affiliates for any loss or damage incurred by a Participant or any other person arising from, relating to and/or in connection with the Referral Program, these Terms and Conditions and the use of any Referral Card and/or any Specified Voucher including but not limited to:

- a. The purpose or manner in which the Specified Voucher is used or spent by the Referrer and/or Referee;
- b. Any amount of the Specified Voucher not used by the Referrer and/or Referee before the time such Specified Voucher expires;
- c. The failure by the issuer of a Specified Voucher to honour the Specified Voucher for any reason whatsoever;
- d. The terms and conditions under which the Specified Voucher is issued;
- e. The identity of the Referrer and/or Referee as determined by All Class;
- f. If a Referee who receives the benefit of a Referral Card is not the person who the Referrer intended to receive the benefit of the Referral Card;
- g. Any Specified Voucher and/or Referral Card being lost, damaged, illegible, incomplete and/or indecipherable, for any reason whatsoever;
- h. Any Referral Card not, for whatever reason, being a Valid Referral Card;
- i. Any tax, liability or duty incurred by a Participant and/or any other person whomsoever;
- j. Any personal injury and/or property damage; and
- k. Any other matter whatsoever howsoever arising from, relating to and/or in connection with the Referral Program, these Terms and Conditions and the use of any Referral Card and/or any Specified Voucher.

5. Indemnity

The Participants indemnify All Class (and All Class's Affiliates) against any claim, cost, expense, loss or damage arising from, relating to and/or in connection with their respective participation in the Referral Program and their use of any Referral Card and/or any Specified Voucher.

6. Termination and Amendment

All Class has the right (in its sole discretion) to terminate, amend or suspend the Referral Program and/or these Terms and Conditions, at any time without notice for any reason whatsoever.

7. Privacy

- a. This statement applies to personal information collected by All Class. All Class is committed to safeguarding your privacy.
- b. All Class use commercially reasonable efforts to ensure that the collection of personal information is limited to that which is necessary to fulfil the purposes identified below. If All Class use the Participant's information in a manner different than the purpose for which it is collected then All Class will ask the Participant for the Participant's consent prior to such use.

[INSERT ALL CLASS AND ALL CLASS NORTH LOGOS]

- c. All Class will use the Participant's email address, phone numbers, postal address and physical address to communicate with the Participant from time to time.
- d. Statistical information may be collected to help improve services offered.
- e. The personal information will be collected to conduct the Referral Program and All Class may for this purpose disclose such information to third parties including, but not limited to, Australian regulatory authorities.
- f. Registration is conditional on providing this information.
- g. All Class may use this information for promotional, marketing and publicity purposes including but not limited to sending electronic messages or mail outs to, or telephoning, the Participants.

8. General

- a. Any decision by All Class in connection with the Referral Program is final and conclusive.
- b. The Participants shall on All Class's request, take such steps as to reasonably assist All Class in exercising All Class's rights, remedies and/or powers hereunder and in performing All Class's obligations hereunder.
- c. The Participants must comply with all applicable laws and regulation in connection with the Referral Program and these Terms and Conditions including but not limited to all relevant privacy laws and regulations.
- d. The Participants may not assign any of its rights under or in connection with the Referral Program and these Terms and Conditions.
- e. All Class may assign any of its rights under or in connection with the Referral Program and these Terms and Conditions, at any time, without notice and without any person's consent.
- f. The rights, remedies and powers of All Class under or in connection with the Referral Program and these Terms and Conditions are cumulative and neither exclude, limit nor prejudice any other rights, remedies and/or powers which All Class may be entitled to at law, in equity or otherwise.
- g. No delay or omission by All Class to exercise any right, remedy and/or power available to All Class under or in connection with the Referral Program and/or the Terms and Conditions will impair any such right, remedy and/or power, nor will it be construed as a waiver of All Class's rights to take action or make a claim under or in connection with the Referral Program and/or the Terms and Conditions;
- h. If any part of the Terms and Conditions becomes void or unenforceable for any reason then that part will be severed with the intent that all remaining parts will continue to be in full force and effect and be unaffected by the severance of any other parts;
- i. The Participants agree to give All Class 14 days' notice of any change in their respective contact details and any other details they has provided All Class; and
- j. These Terms shall be governed by the laws of Queensland and the Participants agree to submit to the exclusive jurisdiction of the courts of Queensland.

SCHEDULE 1 - DEFINITIONS

All Class Referral Register means a register in a form acceptable to All Class in its sole discretion which records certain details, relating to certain Referral Cards, that All Class considers necessary, in its sole discretion from time to time, including but not limited to the following, to the extent applicable:

- a. each Referral Card's unique card number, Referral Card Start Date and Referral Card Expiry Date;
- b. the name (and such other contact details as All Class deem necessary) of the Referrer to whom a Referral Card is registered;
- c. the date a Referral Card is registered to a Referrer;
- d. the name (and such other contact details as All Class deem necessary) of the Referee of a Referral Card;
- e. the date the Referral Card becomes a Valid Referral Card;
- f. certain details of the Referred Sale to which such Referral Card is applied; and

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g. the date a Specified Voucher Event occurs in relation to a Referral Card.

Completed Referred Sale means a Referred Sale in relation to which the latter of the following has occurred:

- a. the parties to such Referred Sale have completed all of their respective obligations in relation to such Referred Sale; and
- b. All Class has, in a form satisfactory to All Class in its sole discretion, been paid in full all amounts owing to All Class and received any goods and/or services (including but not limited to any trade in machines) owing to All Class, in connection with such Referred Sale;

Excluded Persons means any:

- a. current or past Affiliates, directors, employees, suppliers or competitors of All Class, and/or any of their respective affiliates and/or immediate family members; and
- b. any persons who do not reside in Queensland;

Full Retail Price of a given Relevant Product means a price that All Class determine in its sole discretion as being the full retail price of such Relevant Product, from time to time;

Participants means any Referrer, any Referee and any other person who participates in the Referral Program, other than All Class;

Program Expiry Date means 31 March 2015 or such other date as nominated by All Class from time to time;

Referral Card means a card that is created and issued by All Class, in a form acceptable to All Class in its sole discretion, and which:

- a. is denoted as being a "Referral Card under the All Class Referral Program 14-01";
- b. has a separately identifiable unique card number on it; and
- c. has an expiry date on it;

Referral Card Start Date in relation to a Referral Card, means the date recorded as being the valid from date on such Referral Card;

Referral Card Expiry Date in relation to a Referral Card, means the date recorded as being the expiry date on such Referral Card;

Referral Card Period in relation to a Referral Card means the period of time commencing on the Referral Card Start Date in relation to such Referral Card and ending on the Referral Card Expiry Date of such Referral Card;

Referral Item means any referral card or similar item including but not limited to any Referral Card under the Referral Program, or any other referral card or similar item under any other program;

Referral Program Period means the period of time commencing on 1 April 2014 and ending on the earlier of: (a) the Program Expiry Date, and (b) (if applicable) the time at which All Class has terminated the Referral Program and/or these Terms and Conditions;

Referred Sale in relation to a given Referral Card, means a sale agreement between All Class and a Referee of a given Referral Card, for All Class to sell such Referee a Relevant Product, where:

- a. the sale agreement is in writing and duly signed by All Class, such Referee and any other parties to such sale agreement;
- b. the sale agreement expressly specifies in writing that such Referral Card (by reference to its unique card number) applies to such sale agreement;
- c. the Referee presented such Referral Card to All Class

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- i. prior to, but no more than thirty (30) days prior to, entering into such sale agreement; and
- ii. prior to entering into any negotiations with All Class;
- d. such Referral Card has become a Valid Referral Card before such sale agreement;
- e. the purchase price of such Relevant Product pursuant to such sale agreement is:
 - i. what the Full Retail Price would be of such Relevant Product as at the time such sale agreement is entered into; and
 - ii. over \$33,000 including GST;
- f. the sale agreement is not in connection with any special offer or promotion that All Class is offering or promoting;
- g. the sale agreement has become unconditional and been properly invoiced to the Referee (and such other parties to the sale agreement);
- h. the terms and conditions of the sale agreement (or any quote forming part of or relating to the sale agreement) does not provide that the Referee, the Referrer or any other person, is not able to:
 - i. apply a Referral Item to such sale agreement; or
 - ii. receive any type of voucher, gift or reward in connection with such sale agreement;
- i. no other Referral Item (whether registered to the Referrer or not) has been applied to such given sale agreement. For the avoidance of doubt, in the event more than one (1) Referral Item has been presented to All Class by a Referee for the purposes of being applied to a sale agreement, All Class has the right to determine (in its sole discretion) which single Referral Item shall be applied to the given sale agreement, and such determination shall be treated as being final and conclusive;
- j. no other referral voucher, gift or reward has been or is going to be paid to any person in connection with such given sale agreement;
- k. the Referee has requested that they wish for such Referral Card to be applied to such sale agreement;
- l. All Class has:
 - i. confirmed in writing that it is acceptable, in its sole discretion, with such Referral Card applying to such sale agreement; and
 - ii. recorded in the All Class Referral Register that such Referral Card applies to such sale agreement (in such manner as All Class determines);

Referrer in relation to a Referral Card, means a person whom All Class has recorded in the All Class Referral Register as being registered to such Referral Card (regardless of whether such person is different to the name of the person on the Referral Card, and/or is different to the person whom All Class has given the Referral Card to);

Relevant Product means a new only excavator, track loader, wheel loader, tractor or mower;

Specified Voucher in relation to a given Referral Card means a voucher, in such form and from such issuer as All Class determines in its sole discretion from time to time, valued at an amount as All Class nominates in its sole discretion from time to time;

Specified Voucher Conditions in relation to a given Referral Card means the following conditions are satisfied at a given time:

- a. The Referred Sale to which such Referral Card is applied to has become a Completed Referred Sale:
 - i. during the Referral Program Period; and
 - ii. within thirty (30) days of such Referred Sale becoming unconditional;
- b. The Referee and Referrer of such Referral Card has no outstanding debts and/or other obligations owing to All Class;
- c. The Referee of such Referral Card has complied with the terms and conditions of any agreements it has with All Class (including but not limited to the terms and conditions of the Referred Sale and these Terms and Conditions);
- d. The Referrer of such Referral Card has complied with the terms and conditions of any agreements it has with All Class (including but not limited to these Terms and Conditions);
- e. Such Referral Card is a Valid Referral Card;

[INSERT ALL CLASS AND ALL CLASS NORTH LOGOS]

- f. The Referral Program has not been terminated;
- g. The Referrer and Referee of such Referral Card have notified All Class of their most recent contact details;
and
- h. All Class has received such documents and information from the Referrer and Referee of such Referral Card, as well as any other person, as required by All Class, in a form satisfactory to All Class, in its sole discretion, including but not limited to any signed documents confirming the receipt of any Specified Vouchers and/or the identity of the the Referrer and Referee of such Referral Card, as well as any other person;

Specified Voucher Event in relation to a given Referral Card, means the time the Specified Voucher Conditions relating to such given Referral Card are first satisfied in full to All Class's satisfaction following the occurrence of a Completed Referred Sale relating to that given Valid Referral Card;

Valid Referral Card at any given time, means a Referral Card that satisfies the following conditions to All Class's satisfaction (in its sole discretion):

- a. The Referral Card has been physically presented to All Class by a Referee:
 - i. Within the Referral Program Period;
 - ii. Within the Referral Card Period for such Referral Card; and
 - iii. Within one (1) year of such Referral Card being registered to a Referrer for such Referral Card in accordance with these Terms and Conditions; and
- b. All Class has verified, to its satisfaction, the identity of the Referee relating to such Referral Card;
- c. The Referral Card was duly registered to a person (being the Referrer of such Referral Card) in accordance with these Terms and Conditions;
- d. The Referral Card is neither damaged, illegible, incomplete nor indecipherable;
- e. The Referral Card has not been altered nor modified in any way;
- f. The Referral Card has not been tampered with, nor interfered with;
- g. The Referral Card has not already been applied to a Referred Sale, or used to pay a Specified Voucher or any money, voucher, gift or reward, to a Referrer or Referee or any other person whomsoever;
- h. All Class determines in its sole discretion that such Referral Card is a Valid Referral Card; and
- i. All Class has recorded such Referral Card as being a Valid Referral Card in the All Class Referral Register.