



## Refer a Friend Promotion 2020

Berry invites you to participate in a reward scheme for February to December 2020, in which existing customers will be rewarded with a £500 gift if they refer a new client to Berry in the months of February, March, April, May, June, July, August, September, October, November and December 2020 where that new client enters into a new equipment rental agreement on or before 31 January 2021.

The reward scheme is open to all existing customers of Berry and participation is subject to the following terms and conditions.

### Terms and Conditions for Customer Reward Scheme

- The following definitions apply in these terms:
  - Goods and Services:** the supply and installation of an Ericsson-LG Telephone System and the provision of network services which includes calls and lines.
  - Prospective Customer:** a person or entity to whom Berry has not at any time previously provided Goods or Services and with whom Berry has not been in bona fide negotiations to provide Goods and Services in the six months before the Referral Date.
  - Referral:** the provision to Berry of the business name of the Prospective Customer and the contact details of an employee at a Prospective Customer (name, email and telephone number). **Refer, Refers** and **Referred** shall be interpreted accordingly.
  - Referral Date:** the date the Referral is made to Berry by the Referrer.
  - Referrer:** an existing customer under contract with Berry.
  - Relevant Contract:** a 5 or 7-year contract for the supply of Goods and Services entered into between Berry (or its funder) and a Prospective Client who was Referred by the Referrer.
  - £500 gift:** customers can choose from a Smart TV, iPad, shopping vouchers or a credit to their Berry bill or for additional equipment for their phone system, to the value of £500.
- By making a Referral the Referrer acknowledges that they have done so in accordance with and subject to these terms.
- The Referrer must obtain the prior consent of a Prospective Customer to being Referred to Berry and, in making such Referral, the Referrer accepts all liability arising in relation thereto.
- Prospective Customers must be business customers and not consumers.
- Any Referral must be made on or before 31 December 2020. Any Referral made after this time will be excluded from the scheme.
- The Referrer shall have no authority, and shall not hold itself out as being authorised to bind Berry in any way. The Referrer shall not make or enter into any contracts or commitments or incur any liability for or on behalf of Berry, including for the provision of Goods or Services, and shall not negotiate any terms for the provision of Goods or Services with Prospective Customers.
- The Referrer must disclose to each Prospective Customer that it has no authority or ability to negotiate or vary the Goods or Services or the terms of the Goods or Services or enter into any contract on behalf of Berry.

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8. Where a Prospective Customer is Referred by the Referrer and the Prospective Customer then introduces Berry to a third party who purchases Goods and Services from Berry, the Referrer shall not, by virtue of such initial Referral, be deemed to have Referred the third party to Berry.
9. The Referrer will receive their £500 gift by 31st January 2021 if a Prospective Customer Referred by the Referrer enters into a Relevant Contract on or before 31 December 2020.
10. Berry shall notify the Referrer by 15<sup>th</sup> January 2021 in writing of any Relevant Contracts entered into on or before 31<sup>st</sup> December 2020 and consequently confirm with the Referrer the gift that they will receive.
11. The final gift value will be at Berry's sole discretion and no negotiation will be entered into in relation to the amount.
12. Berry shall be under no obligation to follow up any Referral made by the Referrer, or enter into a Relevant Contract and shall not be required to give any explanation in relation thereto.
13. During this promotion, one of the methods for collecting the data you provide us will be via a form on the website [berrytelecom.co.uk](http://www.berrytelecom.co.uk), please refer to our privacy policy for information about how we collect, store, use and archive your data <https://www.berrytelecom.co.uk/privacy>
14. In the event of dispute all decisions made by Berry are final and binding.
15. If Berry in its sole discretion determines that any Referrer has in any way failed to comply with these terms and conditions, such Referrer will be disqualified from the scheme and shall have no reward entitlement regardless of any Referrals made.
16. These terms will be governed by English law.
17. Any questions concerning these terms should be sent to: [info@berrytelecom.co.uk](mailto:info@berrytelecom.co.uk).

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