

Kassoom Referral Promotion to Existing Customers Terms and Conditions

These are the terms ('Promotion Terms') under which Saigol Education Limited (a company registered in England and Wales with company number 13068904 whose registered office is at 71-75 Shelton Street, London, England, WC2H 9JQ) ('Kassoom', 'we' or 'us') serves as promoter of the Kassoom **Referral Promotion to Existing Customers** ('Promotion').

The Promotion Terms are in addition to Kassoom's other terms including the SEL Terms and Conditions (https://SEL/documents/TermsConditions_Privacy_CookiePolicies.pdf), the Privacy Policy, the Cookie Policy and the Terms of Service (where applicable). Definitions in the SEL Terms and Conditions also apply in the Promotion Terms if not otherwise defined in these Promotion Terms.

We may choose to let the Promotion be administered by a third-party administrator ('Administrator'), who will process referral requests for and on behalf of SEL and generate Referral Links (explained below) which can be sent by Existing Customers as herein defined to their Friends.

Eligibility:

The Promotion applies only to **Existing Customers**, who are defined as someone who is already registered as a paying customer to use our services for the provision of Tutoring Services, whether that be a Student and/or (if under eighteen years of age) the Student's parent or Sponsor.

Existing Customers are to have a current and valid subscription plan for the provision of Tutoring Services, and to have complied with the SEL Terms and Conditions for using the Site and the Tutoring Services ('Existing Customers')

Existing Customers may refer as many of their personal friends or family members (each a 'Friend') to take out a Kassoom tutoring plan for the Provision of Tutoring Services.

In order for the Existing Customer to qualify under the Promotion ('Qualifying Referral') any and all Friends must become paying Clients of Kassoom, subscribe to a Kassoom tutoring plan for the Provision of Tutoring Services for a duration of minimum 12 months covering at least one lesson per week and must have paid and be up to date for a period of no less than 3 months before any promotional payment is due to the Existing Customer. Furthermore, a Qualifying Referral must satisfy steps a and b as below.

Any referrals that we believe (in our sole discretion) to have been submitted or accepted in an unsportsmanlike manner or contrary to the spirit of the Promotion will be disqualified and any Reward will be withdrawn and no correspondence will be entered into.

How to refer a Friend (Existing Customers):

As an Existing Customer, you must first make sure your own subscription plan for the provision of Tutoring Services is current, valid and paid up before you may refer a Friend.

You may refer a Friend by carrying out the following steps:

a. We will send you a sharing link ('Referral Link') via WhatsApp or in any other electronic way in our sole discretion. The Referral Link will be to a Calendly interface. Please note that by sharing the Referral Link with a Friend you agree to:

i. Kassoom and/or the Administrator under Kassoom's instructions processing your name and email address in order to log and process the referral and Promotion and to generate a Referral Link; and

ii. Kassoom and/or the Administrator sharing your first name and surname with your Friend, so that they know who has referred them.

b. Share the Referral Link with a Friend. You should only share the link with Friends who wish to receive this from you.

An Existing Customer may carry out as many Qualifying Referrals as he/she likes, provided they are to genuine/personal Friends and not distributed in an unsportsmanlike manner, e.g., mass distributed on social media to unknown members of the public, which will result in disqualification in our sole discretion.

How to accept a referral (Those who are being referred):

To accept a referral and unlock a Reward for the referring Existing Customer, you (as a Friend) must carry out the following steps within the Promotion Period:

a. Receive a Referral Link personally from an Existing Customer.

b. Click on the Referral Link, which will take you to a Calendly interface where you can book a free trial lesson.

c. Within 3 days of the free trial lesson you must purchase a Kassoom tutoring plan for the Provision of Tutoring Services. You must become a paying Client of Kassoom by subscribing to a Kassoom tutoring plan for the Provision of Tutoring Services for a duration of minimum 12 months covering at least one lesson per week, and you must have paid and be up to date for a period of no less than 3 months before any promotional payment is due to the Existing Customer as the referring party.

Successfully carrying out steps a. – c. above shall be regarded as a 'Qualifying Acceptance' and the Qualifying Referral will have been 'Accepted'. Once you have carried out steps a. – c. above, you will then also be considered an Existing Customer and may also refer your Friends to Kassoom in accordance with these terms. Please note that by sharing using the Referral Link and purchasing a SEL tutoring plan for the Provision of Tutoring Services through this, you agree to:

i. Kassoom and/or the Administrator under Kassoom's instructions processing your name and email address in order to log and process the referral and Promotion; and

ii. Kassoom and the Administrator sharing your first name and surname with the Existing Customer that sent you the Referral Link, so that they know you have used it.

If you do not agree to the use of your information in this manner, you should not enter this Promotion.

Reward:

a. Once a Qualifying Referral has been made by an Existing Customer and his/her Friend has concluded a Qualifying Acceptance, the Existing Customer is eligible for a Reward.

b. The Reward offered by Kassoom may change (or be withdrawn) from time to time without notice and there is no guarantee that any Reward offered will be the same/similar value. The Reward offered will be the Reward available on the date the Qualifying Acceptance is made by the Friend. These Terms will be updated to reflect any new rewards introduced. Currently the Existing Customer will receive a £50 Amazon.co.uk Gift Card ('Gift Card').

c. For the current Reward, no later than 30 days after the Qualifying Acceptance, the Existing Customer will receive an email from us offering them the Reward. The Existing Customer must click the link within the email and activate his/her Gift Card.

d. An Existing Customer will receive a Reward for each and every Qualifying Referral which has resulted in a Qualifying Acceptance provided that are otherwise eligible under these terms.

e. The Reward is not transferable/assignable, and no cash alternative will be offered.

f. The Gift Card may be subject to additional terms and conditions, including that of the issuer of the Gift Card. The validity periods for each Gift Card is stated in the Gift Card Provider's terms and conditions. Each recipient of a Gift Card agrees that the cost of, and the responsibility for, complying with such additional terms and conditions will be borne solely by them, and that all third-party terms and conditions relating to the Gift Card are beyond Kassoom's control. Gift Cards should be treated like cash and kept securely and cannot be replaced if lost or stolen.

Other:

You acknowledge that the Referral Links are provided by Kassoom and/or the Administrator, are provided on an 'as-is' basis, and are beyond Kassoom's control. We cannot accept responsibility for entries lost, corrupted, or delayed in transmission. Under no circumstances will we (or our parent, subsidiaries and affiliated companies) be liable (unless such liability cannot be lawfully excluded) for any losses, damages, costs or expenses arising from or in any way connected with any errors, defects, interruptions, malfunctions or delays in the Promotion or any reward connected with the Promotion and we exclude liability, to the fullest extent permitted by law, for any loss or damage caused to you arising out of this Promotion or any rewards.

Privacy:

In order to administer and facilitate the Promotion and fulfil the reward to you (as a Friend or as an Existing Customer, as applicable), we may need to share your information with the Administrator who will only use your data for these purposes and in accordance with our Privacy Policy. Your name will also be shared with your Friend/Existing Customer who referred you, as applicable. You consent to your personal data being used and shared in this way when you participate in the Promotion. You can withdraw your consent to your personal data being used in this way at any time by emailing hello@kassoom.com, but understand that in doing so you forfeit your ability to receive the Reward. Our use of the personal data you provide to us in connection with the Promotion, and when you become a Kassoom customer, will also be subject to our Privacy Policy.

Governing law:

The Promotion Terms shall be governed by and construed in accordance with the law of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction in connection with any dispute or claim arising in relation to the Promotion Terms; except where you are resident of Scotland, where the Promotion Terms shall be governed by Scottish law and the Courts of Scotland shall have exclusive jurisdiction in connection with any dispute or claim arising in relation to the Promotion Terms. Nothing in the Promotion Terms will affect your statutory rights.

Variation to the Promotion Terms:

We reserve the right in our sole discretion to withdraw, extend or amend the Promotion and/or amend the Promotion Terms without notice and any changes will have immediate effect. If we withdraw, amend, extend, or otherwise vary the Promotion Terms, we will update them on the Site. If we withdraw the Promotion in part or in its entirety, any rewards properly due to an Existing Customer where a Qualifying Acceptance is made prior to withdrawal shall be honoured.

The Promotion Terms were last updated 1st October 2023