



## **PENFOLD SAVINGS LIMITED**

### **Refer a Friend Programme**

#### **1. WHAT IS THIS DOCUMENT**

This document explains the terms and conditions (the "Terms") of our Refer a Friend Programme (the "Programme"). Please read this carefully. By using the Programme you confirm that you accept these Terms and agree to comply by them. If you disagree with any Terms you must not use the Programme.

#### **2. REFERRALS**

- 2.1. Subject to your compliance with these Terms, Penfold shall make a pension contribution to your Penfold Pension ("Referral Reward") if you meet the Programme requirements (as in force at that time).
- 2.2. You may use the Programme by sharing a unique link provided by Penfold.
- 2.3. You must have a Penfold Pension to use the Programme.
- 2.4. You must be eligible for tax relief and in compliance with all applicable tax limits to use the Programme.
- 2.5. Each friend that you refer to Penfold through the Programme will also be entitled to one Referral Reward. Your friend must be eligible for tax relief to receive a Referral Reward.

#### **3. REFERRAL REWARD AND REQUIREMENTS**

- 3.1. A Referral Reward Consists of:
  - a) A £20 pension contribution from Penfold
  - b) £5 in associated tax relief from HMRC
- 3.2. The Referral Reward is paid once the friend and the referrer has successfully contributed or transferred over £25 into their pension.
- 3.3. It may take 3 months or more for a Referral Reward to be credited following the successful completion of a contribution, due to the time required to obtain tax relief from HMRC.

#### **4. PROHIBITED USES**

- 4.1. You may only use our Programme in good faith for lawful purposes. You may not:
  - a) create more than one account in order to invite yourself;
  - b) invite others that have created duplicate accounts;
  - c) use alternative contact information to refer yourself or others that have created duplicate accounts;
  - d) invite members that you do not know personally, if you do so in a way that (in Penfold's sole and absolute opinion) constitutes spam or other undesirable or unsolicited communications;
  - e) invite an existing customer of Penfold;
  - f) invite fictitious persons;

- g) do anything that damages Penfold's brand, goodwill or reputation;
- h) use the Programme in: (i) any way that breaches any applicable local, national or international law or regulation; or (ii) any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- i) transmit any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- j) otherwise attempt to circumvent this Agreement or the Programme.

4.2. Any obligation on you not to do something includes an obligation not to allow that thing to be done.

## **5. DATA PROTECTION**

- 5.1. You represent and warrant to us that you have obtained the express consent from the individuals whose data you provide us with, to the extent you provide us with such data.
- 5.2. If you have been referred to Penfold by a friend and are signing up or have signed up to our service using that friend's referral link, we will share your name and information regarding your pension contribution for the purposes of you and your friend claiming the relevant reward(s).

## **6. ABUSE OF THE REFERRAL TERMS**

- 6.1. Penfold has the right to refuse to pay you the Referral Reward if (at its sole and absolute discretion) Penfold suspects that you have not used the Programme in good faith or have breached this Agreement.
- 6.2. We will determine, at our sole and absolute discretion, whether there has been a breach of this Agreement. When a breach of this Agreement has occurred, Penfold may take such action as we deem appropriate, including (but not limited to) termination of this Agreement, clawing back of Referral Rewards, closing your account(s), closing third party account(s) and suspending the Programme.

## **7. LIMITATION OF LIABILITY**

Penfold accepts no liability for any use of the Programme which does not comply with this Agreement.

## **8. CHANGES TO THIS AGREEMENT**

We may revise this Agreement at any time by amending this page. Continued use of the Programme shall amount to acceptance of the Agreement in force at that time.

## **9. CHANGES TO THE PROGRAMME**

Penfold reserves the right to:

- a) amend, alter or change the Programme at any time, without notice; and
- b) terminate the Programme at any time, without notice. In the event the Programme is terminated, Penfold will not be obliged to make Referral Rewards to any accounts that would have otherwise qualified for a Referral Reward.



## **10. APPLICABLE LAW**

- 10.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 10.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

## **11. CONTACT US**

To contact us, please email [hello@getpenfold.com](mailto:hello@getpenfold.com).