

“Conqueror together” Program Terms and Conditions

“Conqueror together” Referral Program (the “**Program**”) is offered and administered by Actionary Limited having an address at 8 Kittyhawk Way, Tauranga, Bay of Plan, New Zealand (“**we**,” “**us**,” and “**our**”).

By participating in the Program, you agree to: (i) be legally bound by these Terms; (ii) comply with all terms and conditions herein; and (iii) comply with all applicable laws. If you do not agree with one or more provisions of these Terms, you may not participate in the Program.

We reserve the right at any time, for any reason, and in our sole discretion, to suspend or terminate the Program and change these Terms or any terms and conditions pertaining to the Program.

We reserve the right to suspend or terminate your participation in the Program or the use of the App if we have any reason to believe that your participation in the Program breaches these Terms, is abusive or fraudulent, or otherwise fails to comply with the applicable laws.

1. Term of the Program

The Program will commence on October 1, 2021, 5PM (EEST), and end on November 1, 2021, 10AM (EEST).

2. Geographical limitation

The Program is available internationally.

3. Age limitation

The Program is not marketed and intended for use by persons under the age of 18.

4. How to participate in the Program?

4.1 To be eligible to participate in the Program as a referrer, you must (i) maintain an active user account on the App and (ii) have made at least a single purchase on the App.

4.2 To participate in the Program, you must follow the steps listed below:

- i. Retrieve your unique referral code through The Conqueror Challenges mobile application (the “**App**”);
- ii. Send your unique referral code to as many persons as you wish to refer;
- iii. The person who receives your referral code must make a purchase through the App. The purchase should be made by using your unique referral code/link;
- iv. As soon as the purchase is made by the referred person, you will receive a notification in your App.

4.3 You are allowed to participate in the Program for personal and non-commercial purposes only.

4.4 The referral links must be shared solely with your personal connections and must be informed of the use of their personal data for the Program.

4.5 You are not allowed to publish, distribute, or make publicly available (e.g., through coupon websites or forums) any referral links, where it is not to be reasonably expected that the recipients of the referral links are your personal connections.

5. Qualified referrals

5.1 You may refer as many persons as you deem appropriate.

5.2 For a referral to be considered a qualified referral, the referral needs to meet the following criteria (cumulatively):

- i. The referred person must click on the referral link sent by you and make a purchase on the App by using that link. If the purchase is made by using another method, such a purchase will not be considered a qualified referral.
- ii. The referred person must make a purchase on the App by using an email address that is not included in our database. The email addresses that had been previously used to register on the App or make a purchase through the App do not qualify for the Program.
- iii. Any additional or subsequent purchases made on the App by the referred person will not be considered qualified referrals.
- iv. The referred person is allowed to use a single referral link only.

6. Rewards

6.1 The rewards shall be awarded on the basis of the total number of qualified referrals made by you within the term of the Program.

6.2 Each referred person shall be entitled to a 10% discount for the first purchase on the App.

6.3 The referrer shall be entitled to redeem the following rewards for the total number of qualified referrals:

- i. **5 qualified referrals:** 1 box of The Conqueror apparel;
- ii. **10 qualified referrals:** 10x HoneyComb Medal Displays;
- iii. **20 qualified referrals:** 1 pair of Jabra headphones;
- iv. **30 qualified referrals:** 1 GPS smartwatch Garmin Venu 2.

6.4 Each referrer is entitled to a single reward only. The rewards are not cumulative. Only the reward corresponding to the final number of qualified referrals reached within the term of the Program will be given out to the referrer.

6.5 Any additional or subsequent referrals exceeding 30 qualified referrals made by the referrer shall not be deemed qualified referrals and, therefore, the referrer shall not be entitled to the reward, unless otherwise allowed by us.

6.6 The rewards shall be shipped to the eligible referrers located in the countries where the rewards are available for sale. The referrer is solely responsible for providing an accurate delivery address.

6.7 An Equivalent amount of money cannot be paid out to the referrer instead of the reward, unless specified below.

6.8 Should the referrer be located in a country where the reward is not available for sale, we will transfer an equivalent amount of money to the referrer's PayPal account. The referrer is solely responsible for providing accurate PayPal account information, if requested.

7. Data Protection

7.1 All personal data that is submitted by participants of the Program shall be processed in accordance with our [Privacy Policy](#). You agree not to submit any personal data belonging to others who have not provided you with their prior consent to share such personal data with us.

7.2 Please note that, if you register on the App, we may send you transactional emails and commercial communication about our new products, services, features of the App, and special offers. The legal basis on which we rely when sending our commercial communication is 'pursuing our legitimate interests' (i.e., to promote our business).

7.3 You can opt-out from receiving our commercial communication at any time free of charge by clicking on the “unsubscribe” link included in our newsletters or by contacting us directly. You cannot opt-out from receiving transactional emails and notices.

8. Disclaimer of warranties

8.1 We provide the Program on an “AS AVAILABLE,” “AS IS,” and “WITH ALL FAULTS” basis. To the extent permitted by the applicable law, we do not make any representations or warranties about the reliability, suitability, and accuracy, for any purpose, of the Program and hereby disclaim all warranties regarding the Program.

8.2 It is your sole responsibility to verify and assess the fit for the purpose of the Program prior to using it and to decide whether or not the Program fits for the intended use.

8.3 By using the Program, you acknowledge that we may use third-party suppliers. The acts and omissions of third-party suppliers may be outside of our reasonable control. To the maximum extent permitted by law, we exclude any liability for any loss or damage resulting from the acts and omissions of such third-party suppliers.

8.4 Nothing in these Terms shall affect any statutory rights that you cannot contractually agree to alter or waive.

9. Limitation of liability

Unless otherwise excluded or limited by the applicable law, we will not be liable for any damages, including, but not limited to, incidental, punitive, special or other related damages, arising out of or in connection with your use of the Program. You agree not to hold us liable in respect of any losses arising out of any event or events beyond our reasonable control. This section shall apply whether or not we have been advised of or should have been aware of the possibility of any such losses arising.

10. Intellectual property

10.1 Most of the content related to the Program is owned by us, our partners, agents, licensors, vendors, and/or other content providers (“**Our Content**”). Our Content includes, but is not limited to, text, images, audiovisual content, source code, trademarks, service marks and trade names. Our Content is protected by the applicable intellectual property laws and international treaties. You are not allowed, without obtaining prior written authorization from us, to: (i) copy, distribute, or make available Our Content to third parties; (ii) disassemble, make alterations, decompile, reverse engineer, translate, or adapt Our Content; (iii) distribute, rent, loan, use, lease or attempt to grant other rights to Our Content to third parties; and (iv) use any manual or automated means to scrape Our Content.

10.2 Some of the intellectual property assets may be owned by third parties. Such third-party intellectual property does not belong to us and it remains the sole property of the respective third-party proprietors.

11. Indemnification

You agree to indemnify, defend and hold us, our subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, immune from any claim or demand, including attorneys’ fees, made by any third party due to or arising out of your breach of these Terms, your use of the Program, or your violation of any law or the rights of a third party.

12. Severity

In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such a provision shall nonetheless be enforced to the fullest extent permitted by the applicable law, and the unenforceable portion shall be deemed to be severed from these Terms. The validity and enforceability of the remaining provisions shall not be affected as a result.

13. Availability

We put reasonable efforts to ensure that the Program is available during the term of the Program. However, the availability of the Program may be affected by factors, which we cannot reasonably control, such as bandwidth problems, equipment failure, acts and omissions of our third-party service providers, or *force majeure* events. We take no responsibility for the unavailability of the Program caused by such factors.

14. Applicable law and jurisdiction

The Program and these Terms shall be governed and construed in accordance with the laws of New Zealand, without regard to its conflicts of law provisions. You agree to resolve any disputes arising out of or relating to these Terms by means of negotiation with us. If the dispute cannot be resolved by means of negotiation, the dispute shall be submitted to the exclusive jurisdiction of the courts in Auckland, New Zealand. This section does not affect any statutory rights that you are entitled to as a consumer.

15. Contact

If you have any questions about these Terms or the Program, please contact us by email at support@theconqueror.events.