

**\*\*\* AFC HOLIDAYS \*\*\***

**\*REFER-A-FRIEND REWARDS PROGRAM \***

**Client Referral Program Terms and Conditions**

AFC Holidays (“AFC Holidays” or “AFC”), offers its brand ambassadors (“You” or the “Referrer”) the opportunity to earn rewards and refer potential clients via its newest promotion Refer-a-Friend rewards program (“@AFC Refer-a-Friend Program”).

Brand Ambassadors shall be bound by these Terms and Conditions by participating **@AFC Refer-a-Friend** Rewards Program and agree in the manner specified in these Terms and Conditions. If these Terms and Conditions in their entirety are not agreeable, You are not authorized to register as a Referrer in any other manner. We reserve the right to modify or amend at any time the Terms and Conditions which AFC Holidays Rewards are earned. AFC reserve the right to disqualify any Referrers from participation **@AFC Refer-a-Friend** Rewards Program at any time at our sole discretion.

**Account Registration & Terms**

By accessing, browsing, or otherwise signing up @AFC Refer-a-Friend Rewards Program, you represent that:

1. You acknowledge that you have read, understand and agree to these terms of use.
2. The “Effective Date” of your agreement is the date on which the you sign up @AFC Refer-a-Friend Program.
3. Subject to the terms and conditions **@AFC Refer-a-Friend** Program, AFC Holidays hereby grants to Referrer during this term limited, revocable and non-transferrable right ‘to market and refer AFC products & services to prospective customers’.
4. You must provide your legal full name, a valid email address, and any other information requested in order to complete the sign up **@AFC Refer-a-Friend** Account (“profile”). We do not permit you to share your user name and password with any other person nor with multiple users on a network. Responsibility for the security of any user names and passwords issued rests with you.
5. This program shall be available for use only by you, as an individual person who are an existing or ex-clients of AFC (Referrer/s), who will share a referral link with a new customer and the new customer (Referee/s) subscribes **@AFC Refer-a-Friend** Program for a referral Link duration period of **thirty (30) days** (“Referral Link Validity Period”).

## Scope of the Referral Program.

1. **@AFC Refer-a-Friend Referrer** shall submit all referrals through the referral URL provided only by AFC for the same ("Referral Link") that must be used to identify you when placing a link thru email or your social media platforms to access AFC Holidays products and/or services on its website. It is your responsibility to ensure each such link is correctly formatted.
2. For information clarity, a referral submitted by Referrer through any other mode of communication, including without limitation, via a phone call or direct e-mail including self-referrals "**shall not be considered @AFC Refer-a-Friend Rewards Program**".
3. AFC may also provide graphical images that can be used within the its Qualified Links. You may not modify these images in any way. We reserve the right to change the images at any time without notice.
4. Referrers cannot refer themselves or create multiple, fictitious or fake accounts to participate in the Program or receive a Reward / Points are strictly prohibited.
5. AFC Holidays also prohibits a business entity of any form nor its owner's or authorized representative/s from participating **@AFC Refer-a-Friend Program** or receiving a Credit or Reward on behalf of the business entity. On AFC sole discretion, if AFC determines that such business entity is attempting to participate nor act on any illegitimate way by cheating, hacking, using automated scripts or macros to participate, nor abuse, threaten or harass any other Referrers or any representatives of AFC, such profile shall be immediately considered disqualified, void, invalid and consequently deleted in the system.
6. AFC Holidays reserves the right to disqualify any Referrer and/or cancel any Reward(s) we find a Referrer to be tampering with the entry process of the Program or violating these Terms and Conditions which are believed to be made not in good faith.
7. You cannot not use @AFC Refer-a-Friend program for any illegal or unauthorized purpose. You must not, in the use of the Program, violate any laws in your jurisdiction (including but not limited to copyright laws).

## Referral Earning Rewards.

Participants @AFC Refer-a-Friend Rewards Program shall receive an exclusive AFC E-Gift Card points value equivalent to a minimum value of 1% (referrer) & 1.5% (referral) value price per traveler's fully paid "Qualified Sale" of AFC Holidays tour products and/or services as its ("Referral Reward"). The accumulated real-time total value of Referral Rewards and its 'How to Redeem' rewards information shall be available on your Rewards Profile Account.

There is no limit to how many you may Refer nor how much Referral Points can be earned on every qualified referral sales which can be in reward points or e-gift cards form. Rewards can be redeemed even for a minimum value of 50 points. Referrers can able to refer as frequently as they like, however, Self-Referrals or Second Accounts will not be rewarded.

## Referral Fees.

1. For the sale @AFC Refer-a-Friend Rewards program to be eligible to earn a Referral Fee, the customer **must click-through a link from your social media site or link sent thru your email to AFC Holidays website and sign up within thirty (30) days of the link validity period.** Referral URL link will then expire beyond 30-days for you to be eligible to earn a referral fee.
2. We will only pay referral fees on links that are automatically tracked and reported by our rewards program portal system. For our portal system to track the referral, the visitor must have cookies enabled. We will not pay referral fees if someone says they signed up through you but it was not tracked by our rewards portal system.
3. The Referral Fee will be credited to your Rewards Account once the customer pays in full for their tour products/ services availed. Referral Fees are only earned if each customer makes their payment/s in full.
4. A summary of sign-ups and statement of referral fees is available to the Referrer by logging into their Referral Rewards account.
5. Referral Fees value and points structures are subject to change at AFC sole discretion.
6. Referrer shall receive one (1) reward/points (each, a "Reward") in the form and value determined by AFC for each verified Qualified Referral Sales generated thru the Rewards Portal. Any additional or subsequent sale made by lead customer will not be considered Qualified Referrals and thus not be entitled to the reward/points.
7. Rewards Points may be redeemed at its direct points value adjusted to any travel products and/or services offered by AFC Holidays or in form of E-Gift Card as per discretion of the Reward Holder. Restrictions as per individual tour products/ services terms and conditions will apply.

## Credit Transfer and Points Value and Rewards

1. **Non-Monetary Value.** – Referral Rewards have no monetary value and may not be redeemed for cash. Rewards are not transferable, traded, bartered or sold. Upon termination @AFC Refer-a-Friend Rewards program any unredeemed rewards/ and or points in the rewards account are forfeited.
2. **Existing customers.** - Referrals who are existing AFC Holidays Customers prior to @AFC Refer-a-Friend Rewards program are not eligible to receive any points or e-gift card rewards.
3. **Existing Leads.** - Referrals that convert into leads that are materially on active sales process at the time of the referral or were in process during the sixty (60) days prior to the referral submission, are not eligible for referral points and/or rewards.
4. **Self-Referrals.** - Referrals referred wherein the referred lead is you yourself and/or your spouse/ 1<sup>st</sup> degree family member where the referred lead is you and they are all members under your account, makes a self-referral. AFC Holidays may, at its discretion, de-activate eligibility of the rewards account for such self-referral.
5. **Referral Link:** Referrals submitted by the Referrer without using the Referral Link or before signing up @AFC Refer-a-Friend Rewards program are not eligible to receive any gift value cards or any rewards points.

**Pricing & Availability.**

AFC Holidays will solely determine the prices to be charged for services sold under this Program in accordance with our own pricing policies. Product and/or Service prices, and their availability may vary from time to time which will be accessible thru the link. AFC does not guarantee the availability or price of any products/ services on the website.

**Referral Rewards Refunds.**

If Referral confirmed tour product/s or services are cancelled as auto-detected by the system, Reward points shall then reflect with reduction on current accumulated rewards due to sales refunds.

**Marketing.**

Referrers shall modify the marketing materials provided by AFC Holidays, if any, that may cause partially or in full material misrepresentation on features of its products and/or services.

**Confidentiality.**

Each party are expected to use the same degree of care that it uses to protect the confidentiality of its own confidential information.

**Modifications.**

From time to time, AFC Holidays may modify this Terms and Conditions. Unless otherwise specified by AFC, changes become effective for Referral Partner after the updated version of this Terms goes into effect.

**Relationship between the Parties.**

The Parties are independent contractors. This Rewards Program does not create a partnership, franchise, joint venture, agency or employment relationship among the Parties.

**Effect of Termination.**

Upon termination of this Rewards Program, Referrers agrees to cease all marketing and promotional activities and information for further use of the AFC products and/or services pursuant to this Terms and Conditions.

**Disclaimer.**

AFC Holidays may provide links or access to third party software or services wherein AFC does not provide any warranties and has no liability or obligations to the Referrer, with respect to usage of such third-party software and services.

**Indemnification.**

Referrers shall indemnify and hold AFC Holidays and its partners and employees harmless against any claim brought by a third party arising from or related to use of Trademarks by Referrers in breach of this Terms and Conditions.