

Advocate Programme Terms and Conditions (UK)

RingCentral[®] UK Ltd.



Advocate Programme—Terms and Conditions (UK)

This RingCentral Advocate Programme (the "**Program**") is sponsored and administered by RingCentral UK Ltd ("**RingCentral**"), located at 85 Uxbridge Road, 4th Floor, Ealing, London, W5 5TH. The Program is governed by these official rules ("**Official Rules**") and described on the website located at or its successor site as designated by RingCentral ("**Program Site**"). By participating in the Program, each Referrer (as defined below) accepts and agrees to comply with these Official Rules, as determined by the sole discretion of RingCentral or its agents, is final in all respects. RingCentral reserves the right in its sole and absolute discretion to suspend, terminate, cancel, or modify the Program at any time by amending these Official Rules and publishing them on its website.

1. Definitions:

- a. "**Administrative Fees**" means any administrative and restocking fees, and the like separately charged by RingCentral to a Referee.
- b. "**One-Time Charges**" means any non-recurring charges billed to a Referee, including but not limited to charges for a toll-free (freephone) number, phone and other equipment or hardware, shipping and similar one-off charges.
- c. "**MRR**" means the total amount of monthly-recurring subscription revenue actually paid by a Referee to RingCentral in respect of the applicable month of receiving the RingCentral service. MRR does not include One-Time Charges, taxes or Administrative Fees.
- d. "**Invalid Referrer**" means the following persons and entities are ineligible to participate in this Program: (1) Employees, officers, directors, resellers, agents, affiliates (and representatives of RingCentral and other participating partners, including their affiliated companies, parents, subsidiaries and advertising and promotion agencies, (collectively, "**RingCentral Entities**"); (2) The immediate family members and members of the same household as any RingCentral Entity; (3) Any organisation that has entered into an agreement with RingCentral for the promotion of RingCentral's products and services to members, franchisees, or other participants in their organisation.
- e. "**Qualifying Period**" means a period of 90 days from the date that Referee's initial service order for the purchase of a Qualifying Service is submitted to RingCentral.
- f. "**Qualifying Service(s)**" means any reoccurring RingCentral product or service that has been purchased by Referee. The Qualifying Service purchased must be for at least 2 digital lines and for a minimum term of 12 months from the purchase date. Registration and activation of trial or promotional free accounts for RingCentral Contact Centre or RingCentral Office®, or other applicable services (in RingCentral's sole discretion) do not constitute a Qualifying Service under the Program.
- g. "**Referral**" means the validly registered and complete information of a company or individual, provided by Referrer, that is a prospective new RingCentral Referee.
- h. "**Referee**" means the company, individual, or individual representing a company, referred to RingCentral by the Referrer that (i) becomes a RingCentral Referee by submitting an initial service order for the purchase of a Qualifying Service; and (ii) remains a Referee of RingCentral in good standing and is current in payment at the elapse of the Qualifying Period (as defined below).
- i. "**Referrer**" means an individual or company that: (i) is properly enrolled on the Program Site; and (ii) submits a valid Entry.

2. Eligibility:

To enter the Program, Referrer must: (1) be a citizen or permanent resident of the United Kingdom; (2) twenty-one (21) years of age or older; (3) duly authorised to enter into this Program on behalf of your employer and to disclose the information required hereunder; (4) properly enroll on the Program Site; and (6) not be considered an Invalid Referrer, as determined by RingCentral's sole discretion.

3. Referral Entry Submissions:

Each valid Referral submission shall be considered an "Entry" (collectively, "Entries"), subject to the Invalid Referral exceptions set forth below in section 4(c). To submit a valid Referral, Referrer may validly submit the Referral's contact information by: (1) requesting and allocating approval from the Referee to provide Referee's personal contact information to RingCentral, and providing Referee's written consent and personal contact information directly to a RingCentral sales representative by email; or (2) by providing the Referee with the unique hyperlink to the Referee submission form page, which will allow the Referee to provide any personal

contact information directly to RingCentral. In order for the Referral to be construed as Valid Entry by RingCentral, Referee must opt-in to any and all terms and conditions provided on the Submission Form by manually selecting the check box and by providing the following information, Referee: (1) first name; (2) last name; (3) phone number; (4) email address; and (5) employer's legal entity name. Referrer represents and warrants that Referee's written consent has been lawfully obtained and Referee shall indemnify RingCentral for any breach of this Warranty.

- a. **Entry Conditions:** All Entries will become the sole and exclusive property of RingCentral and will not be returned to Referrer for any reason. Only one (1) Referral may be submitted per Entry, however, there are no restrictions on how many Entries a Referrer may submit, for the duration of the Program. Referrer acknowledges and agrees that we may inform any Referral that we received their contact information from the applicable Referrer.
- b. **Controlling Referrer Email Account:** In the event of a dispute regarding who submitted a particular Entry, the Entry will be deemed submitted by the authorised and registered account holder of the email address or Referrer associated with the Entry first received by RingCentral.
- c. **Invalid Referrals:** The following shall not be considered a valid Referral under the Program and will result in the immediate forfeiture of the Entry, regardless of whether Referrer is notified of the Referral's status ("Invalid Referrals"):
 - I. Existing Referees (an entity that is currently or was previously a Referee at any time within 12 months proceeding the Entry);
 - II. Any Referral previously submitted by any participating individuals or entities under this Program, that has not expired;
 - III. Any lead, referral, or other disclosure of contact information regarding a prospective new Referee, that has been submitted or provided by any party to any RingCentral program, promotion, or activity that is involved in the solicitation or like-kind leads or referrals for prospective new RingCentral Referees;
 - IV. Any Entry submitted by an Invalid Referrer; and
 - V. Any Entry submission generated by a script, macro, or other automated means.

4. Awards:

- a. **Referrer Award.** Referrer will receive one of the following prizes based upon the duration of the contract term for the purchased Qualifying Services. The duration of the contract terms for the Qualifying Services purchased by Referee will determine the multiplier to be applied to the total purchase price of Qualifying Services purchased by Referee at the elapse of the Qualifying Period, which will be provided in the one of the payment forms set forth in section 4(b) below, as further set forth below ("Award" or "Awards"):
 - I. 1 year contract for Qualifying Services = 2x MRR ("Award 1")
 - II. 2 year contract for Qualifying Services = 3x MRR ("Award 2")
 - III. 3+ year contract for Qualifying Services = 5x MRR ("Award 3")
- b. **Award Options:** Referrer will receive a gift card for Award 1, Award 2, or Award 3, based upon the relevant calculation set forth under section 4(a). The gift card choices are subject to change but expected to include a prepaid Mastercard®. There is no limit to the number of Awards that an Referrer may be awarded under this Program. RingCentral will provide Referrer with the Award within 45 days from the expiration of the applicable Qualifying Period. The Award is non-transferable. The Award may be subject to the issuers Terms and Conditions. No Award will be granted to Referrer for any Qualifying Services purchased by Referee, which are no longer active or if Referee is no longer in good payment standing at the elapse of the Qualifying Period.
- c. **Award Payment:** RingCentral will provide Referrer with the Award within 45 days from the expiration of the applicable Qualifying Period. A gift card will be provided to Referrer by email message from RingCentral or our preferred gift card supplier. The email will contain a link to activate and redeem a gift card up to the value of the reward from a selection of vendors.
- d. **Referee Award:** At the end of the Qualifying Period, if Referrer is granted an Award based upon the Qualifying Services purchased by Referee (pursuant to the terms of the Program and these Official Rules), Referee shall also be awarded a credit for one month of free RingCentral Qualifying Services, as determined by RingCentral in its sole discretion.
- e. **Award Limit.** The maximum total Award paid to a Referrer will be capped at £12,000.00 for each Referee, unless otherwise agreed to by RingCentral.

5. Conditions, Representations, and Warranties of Referrer:

By entering the Program, Referrer represents and warrants that:

(1) Referee is a business, or representative of a business in a decision making role, and Referrer is not providing a Referral for individuals or consumers; (2) Referrer is providing Referrals for UK only businesses or business representatives; (3) Referrer has all of the necessary rights, given all necessary notices, and received express written consent from the Referee to disclose the Referee's name and business contact information to RingCentral for this Program; that the Referral disclosed to RingCentral is over the age of 18; (4) RingCentral is authorised to use, analyse, modify and publish Referrer's name and any other information provided by you in RingCentral's sole discretion, including without limitation publication in its marketing and promotional materials or website; and (5) RingCentral is authorised to contact Referrer regarding RingCentral offerings, products, and services (collectively, "**Entry Warranties**").

- a. **Entry Warranties Indemnifications:** Referrer hereby agree to indemnify and hold harmless RingCentral and all RingCentral affiliated entities from any and all losses, liabilities, claims, damages, and expenses (including, without limitation, collection fees, court costs, and reasonable attorneys' fees) in the event that you breach any of the Entry Warranties.

6. Conduct; Compliance:

- a. **Disqualifiers:** RingCentral reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process, or suspects of fraud, abuse, or breach of the terms and conditions set forth under this Program ("Disqualifier"). RingCentral reserves the right to seek damages for any Disqualifier attempted by an Referrer to the fullest extent permitted by law, including without limitation all attorney's fees.
- b. **Entry Receipt Conditions:** RingCentral is not responsible for: (i) lost, late, delayed, damaged, unintelligible, illegible, misdirected, incomplete or garbled Entries; (ii) your inability to enter your submission through the internet; (iii) entry information not captured correctly; (iv) any issues associated with hardware, software, telephone, Internet, virus contamination, network, human error, electronic malfunctions, or any other technical problems; or (v) delay, failure or malfunction for any reason. Incomplete or corrupted Entries are void and will not be accepted. Proof of entry is not automatically proof of receipt.
- c. RingCentral disclaims all guarantees and/or warranties, express or implied with respect thereto, including without limitation any implied warranted or merchantability, fitness for a particular purpose and noninfringement.

7. Taxes:

Referrer is solely responsible for any income and any other applicable taxes associated with the reward and payment thereof. VAT will only be paid to the Referrer if they are VAT Registered and submits a valid VAT invoice displaying their VAT registration number. Additionally, Referrer is solely responsible for any and all incidental expenses and all other costs and expenses Referrer incurs in relation to or arising out of participation in the Program.

8. Release and Liability:

- a. By participating in a Program, to the extent permitted by applicable law, each Referrer and Referee agree to release, discharge and hold harmless RingCentral, its parent, subsidiaries, affiliates, related companies, advisors, advertising/promotion agencies, distributors, vendors, and prize suppliers, as well as their directors, officers, and employees (the "Released Parties") from and against any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to the Referrer and Referee's participation in the Program and/or related to any Award or Referee Award or component thereof.
- b. Each Referrer and Referee agrees (for himself or herself and his or her heirs) that, by accepting a Award or Referee Award on behalf of their employer, to the fullest extent permitted by law, the Released Parties will have no liability, and will be held harmless by the winner for any liability, loss, injury or damage to property or person, including death, and reasonable legal fees and court costs, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of the Award or Referee Award or participation in the Program, save that nothing in these Official Rules shall be construed to limit or exclude any liability of a Released Party for fraudulent misrepresentation, fraud, death or personal injury caused by a the Released Party's negligence or any other liability to the extent the same may not be excluded or limited as a matter of applicable law.
- c. To the fullest extent permitted by law, RingCentral excludes all liability for any costs, expenses, loss or damage including indirect, consequential or economic losses arising (whether in contract, tort or otherwise) out of or in connection with your participation in the Promotion, entry into these Promotion Terms or receipt or use or misuse of any Award or Referee Award.
- d. The Program is void where prohibited by applicable law.
- e. In no event shall RingCentral or its affiliates be liable to you or any third party for special, indirect, incidental or consequential damages whether arising under contract, warranty, or tort (including negligence or strict liability) or any other theory of liability. RingCentral's total liability for any and all damages, regardless of the form of the action, shall be limited and capped in its entirety at US \$100.

9. General:

- a. **Governing Law and Venue:** This Program shall be governed by the laws of England and Wales. The parties consent to the exclusive jurisdiction of courts in England, for any disputes arising out of or relating to this Program.
- b. **Severability:** If any provision of this Program or Official Rules is deemed to violate any law, rule or regulation, it shall be amended to conform to such law, rule or regulation and all other provisions shall remain in full force and effect.
- c. **Intellectual Property:** The use of certain products and services as Awards does not imply participation in, or approval of, this Program by their respective companies. This Program is sponsored and administered exclusively by RingCentral and is in no way sponsored, endorsed, administered by or associated with Amazon, Facebook, LinkedIn, Twitter, any other company.
- d. **Privacy Policy:** Personal information submitted for this Program will be subject to RingCentral's Privacy Policy, as amended from time to time, and posted at <https://www.ringcentral.co.uk/legal/privacy-notice.html>. Referrer hereby authorises RingCentral to provide any personal information, including but not limited to Referrer's name and address, about Referrer to third-parties to the extent necessary to issue Referrer's accrued Award, pursuant to the terms of this Program. The decisions of RingCentral are final and legally binding on all Referrers and Referees and no correspondence will be entered into with Referrers and Referees or any other person.

For more information, please contact a sales representative. Visit ringcentral.co.uk or call 0800 098 8136



RingCentral, Inc. (NYSE: RNG) is a leading provider of global enterprise cloud communications, collaboration, and contact centre solutions. More flexible and cost-effective than legacy on-premises systems, the RingCentral platform empowers employees to work better together from any location, on any device, and via any mode to serve customers, improving business efficiency and customer satisfaction. The company provides unified voice, video meetings, team messaging, digital customer engagement, and integrated contact centre solutions for enterprises globally. RingCentral's open platform integrates with leading business apps and enables customers to easily customise business workflows. RingCentral is headquartered in Belmont, California, and has offices around the world.

RingCentral UK Ltd. 85 Uxbridge Road, 4th Floor, Ealing, London, W5 5TH, UK

© 2020 RingCentral, Inc. All rights reserved. RingCentral, and the RingCentral logo are trademarks of RingCentral, Inc. Other third-party marks and logos displayed in this document are the trademarks of their respective owners.