

## Simplilearn Refer & Earn Program - Terms & Conditions

This Simplilearn Refer & Earn Program (the “**Referral Program**”) and its related services is owned and operated by Simplilearn Solutions Private Limited (“**Simplilearn**” or “**Company**” or “**Us**” or “**Our**” or “**We**”) having its registered office at #53/1C, Manoj Arcade, 24th Main, Harlunkunte, 2nd Sector, HSR Layout, Bangalore-560102, Karnataka, India. This Referral Program Terms and Conditions applies to users (referred to as “user”, “users”, “your”, “you” or “**Referrer**”) who are participating in the Referral Program. Please read the Referral Program Terms and Conditions carefully before participating in the Referral Program. By participating in and becoming a member of the Referral Program, you are subject to all of the terms and conditions of this Referral Program, which are in addition to and subject to Simplilearn’s “[Terms of Use](#)” and “[Privacy Policy](#)” available on Simplilearn.com website or its corresponding mobile application / mobile site (collectively hereinafter referred to as “**Simplilearn.com**”). By participating in the Referral Program, you consent, agree and undertake to abide by and be bound to the Referral Program Terms and Conditions. If you do not agree to this Referral Program Terms and Conditions, please do not participate in the Referral Program. Simplilearn, at its sole discretion, reserves the right to modify or terminate the Referral Program including the Terms and Conditions contained herein, in whole or in part, at any time and in any manner, whatsoever, without any obligation to provide any form of intimation to any of its users or Referrers.

### 1. **Definitions:**

“**Enrolled Referrer**” means an existing Simplilearn.com user undertaking Simplilearn paid online certification program and making the reference under this Referral Program. “**Qualified Referral**” means a purchase made by a person (a “Referee”) of a Simplilearn online certification program by using referral link and staying enrolled throughout the refund period as mentioned in Simplilearn [Refund Policy](#). Referrers are limited to only one Qualified Referral by a Referee; in other words, additional/ repeat purchases made by a Referee of any Simplilearn online certification program are not counted as additional Qualified Referrals.

“**Referee**” any person who enrolls in Simplilearn online certification program through the Enrolled Referrer’s reference, using the referral link.

### 2. **Incentive Scheme:**

#### 2(a) **US Jurisdiction.**

Enrolled Referrers will receive referral reward in the form of:

- Amazon gift voucher worth \$250 per Qualified Referral purchasing any Simplilearn online certification program valued over \$3000; or
- Amazon gift voucher worth \$100 per Qualified Referral purchasing any Simplilearn online certification program valued over \$500 and less than \$3000, or
- If through Social Media Referral: an amazon gift voucher worth \$250 per Qualified Referral purchasing Simplilearn online certification program valued over \$3000 by Referee purchasing the course referred by the Referrer, or
- If through Social Media Referral: an amazon gift voucher worth \$100 per Qualified Referral purchasing Simplilearn online certification program valued over \$500 and less than \$3000 by

Referee purchasing the course referred by the Referrer.

## **2(b) India Jurisdiction**

Enrolled Referrers will receive referral reward in the form of

- Amazon gift voucher worth ₹10,000 against each Qualified Referral purchasing any Simplilearn online certification program valued over ₹1,00,000; or
- Amazon gift voucher worth ₹2,500 against each Qualified Referrals purchasing any Simplilearn online certification program valued over ₹40,000 and less than ₹100,000; or
- Amazon gift voucher worth ₹1,000 against each Qualified Referral purchasing any Simplilearn online certification program valued over ₹10,000 and less than ₹40,000.
- If through Social Media Referral: an amazon gift voucher worth ₹10,000 against each Qualified Referral purchasing Simplilearn online certification program valued over ₹1,00,000 by Referee purchasing the course referred by the Referrer; or
- If through Social Media Referral: an amazon gift voucher worth ₹2,500 against each Qualified Referral purchasing Simplilearn online certification program valued over ₹40,000 and less than ₹100,000 by Referee purchasing the course referred by the Referrer; or
- If through Social Media Referral: an amazon gift voucher worth ₹1,000 against each Qualified Referral purchasing Simplilearn online certification program valued over ₹10,000 and less than ₹40,000 by Referee purchasing the course referred by the Referrer; or

## **2(c) Rest of the World & Canada Jurisdiction (excluding US and India)**

Enrolled Referrers will receive referral reward in the form of

- Amazon gift voucher or Prepaid Virtual Mastercard / Visa Card worth \$250 for each Qualified Referral purchasing Simplilearn online certification program valued over \$3000; or
- Amazon gift voucher or Prepaid Virtual Mastercard / Visa Card worth \$100 against each Qualified Referral purchasing Simplilearn online certification program valued over \$500 and less than \$3000; or
- If through Social Media Referral: Amazon gift voucher or Prepaid Virtual Mastercard / Visa Card worth \$250 for each Qualified Referral purchasing Simplilearn online certification program valued over \$3000 by Referee purchasing the course referred by the Referrer; or
- If through Social Media Referral: Amazon gift voucher or Prepaid Virtual Mastercard / Visa Card worth \$100 for each Qualified Referral purchasing Simplilearn online certification program valued over \$500 and less than \$3000 by the Referee purchasing the course referred by the Referrer.

## **3. Eligibility Criteria:**

- The Referrer and Referee should be of an age 18 years or above at the time of participating into the Referral Program.
- The Referrer must share her/his referral link with the Referee;
- The Referee must click on Referrer's referral link and successfully complete the enrollment process for Simplilearn online certification program within 30 days from the date of the referral link was generated; or alternatively, the Referrer must enter the email of the Referee and the Referee must successfully complete the enrollment process for Simplilearn online certification program

within 30 days from the date of the referral link was generated;

- Social Media Platforms - The Referrer is allowed to share their referral link on social media platforms, subject to the condition that the Referee must complete the enrollment process for the referred Simplilearn program within 30 days from the date of referral link generation. Further, the Referrer must ensure that their social media sharing complies with applicable laws and regulations and must not make any false or misleading claims about Simplilearn or its products/services. The Referrer is solely responsible for any actions or repercussions resulting from their social media sharing and agrees to indemnify and hold Simplilearn harmless from any claims arising from such sharing. Simplilearn does not endorse, approve, or control the content of the Referrer's social media sharing, and is not responsible for any inaccuracies or misrepresentations contained therein. The Referrer understands and agrees that social media platforms are acceptable for the aforementioned referral, as well as any guidelines or limits surrounding.
- The Referee must be new (and not a returning or existing) Simplilearn.com user. Determining whether a Referee is a new or returning or existing user of Simplilearn.com is subject to the sole discretion of Simplilearn;
- The Referee must stay enrolled for the Simplilearn online certification program throughout the refund period as per the Simplilearn [Refund Policy](#).
- The Referrer is eligible for referral reward only on the first purchase of Simplilearn online certification program by the Referee. Any additional/ repeat purchases made by a Referee of any Simplilearn online certification program are not counted as additional Qualified Referrals and Referrer is not eligible for referral reward in relation thereof.
- Referrer will receive referral rewards as gift cards or program account credit via email within 30 days after the Referee's enrolment has crossed refund period mentioned in Simplilearn [Refund Policy](#).

#### **4. Other Terms Applicable:**

- Referral rewards including gift cards are program account credit are non-transferable, and cannot be redeemed or exchanged for cash, credit, or any other merchandise.
- All referral rewards mentioned are exclusive of applicable taxes.
- Each referral reward will be awarded "AS IS" and "WITHOUT WARRANTY OF ANY KIND", express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). There are no cash or other prize alternatives available in whole or in part. However, in circumstances beyond control, Simplilearn may substitute a similar alternative reward of equal or greater value in its sole discretion.
- Simplilearn may, in its sole discretion, to the maximum extent permitted under the applicable laws, cancel the Referral Program at any time; or modify, terminate, or suspend the Referral Program should viruses, worms, bugs, unauthorized human intervention or other causes beyond our control corrupt or impair the administration and security of this Referral Program. In such an event, Simplilearn may at its sole discretion make available the modified Terms and Conditions or appropriate communication, in the manner as may be solely determined by Simplilearn from case-to-case basis.
- Simplilearn or its affiliates will not be responsible for: (a) lost, misdirected, late, incomplete, or unintelligible entries or for inaccurate entry information, whether caused by you or by any of the equipment or programming associated with or utilized in the Referral Program, or by any technical or human errors that may occur in the processing of entries; (b) any printing or

typographical errors in any materials associated with the Referral Program; (c) any error in the operation or

transmission, theft, destruction, unauthorized access to, or alteration of, entries, or for technical, network, telephone, computer, hardware or software, malfunctions of any kind, or inaccurate transmission of, or failure to receive any entry information on account of technical problems or traffic congestion on the internet or at any website; or (d) injury or damage to your or any other computer or mobile resulting from downloading any materials in connection with the Referral Program.

- Simplilearn may, in its sole discretion, disqualify any participant found to be: (a) tampering with the entry process or the operation of the Referral Program; or (b) acting in violation of these Referral Program Terms and Conditions; or (c) acting in a disruptive manner or with intent to annoy, abuse, threaten or harass any other person.
- Simplilearn shall not be responsible in any manner whatsoever for Referral submissions that are illegible, lost, misdirected, improperly recorded or not received by us for any other reason. ➤ In case of any fraudulent use of the Referral Program, Simplilearn reserves the right to withdraw the referral and any rewards in relation thereof, without any form of notice to the Referrer or Referee.
- If you participate in any marketing program for Simplilearn products and services, you will not be eligible to receive referral reward for any Qualified Referral for which you receive affiliate advertising fees.
- Any Discount is not valid on exam fee courses including LSSGB, ITIL, TOGAF and Prince2. ➤ Please note that Simplilearn or its affiliates may be running similar program, contests or promotions at the same time as this Referral Program. By participating in this Referral Program, you will not be eligible to receive any benefit, prize, rewards awarded in any other program, promotion or contest unless you enter each program, promotion or contest separately.

## **5. Publicity Release:**

By participating in this Referral Program, you give Simplilearn and its affiliates permission to use your name and image, as such may be embodied in any pictures, photos, write-ups, video recordings, audiotapes, digital images, and the like, taken or made in relation to the Referral Program and any promotions or events to follow.

## **6. Privacy Notice:**

Participation in this Referral Program may require you to submit personal information about you and the customers you refer, such as name, email address, and social media platforms account details (as may be required). You agree to receive communications from us with regard to your participation in the Referral Program, and to allow us to communicate with your friends/connections about your participation (for example, by disclosing to your friends that an invitation was sent by you). Any information collected from you or your referred customers as part of the Referral Program will be confidential subject to Simplilearn's [Terms of Use](#) and [Privacy Policy](#).

## **7. Account termination**

Simplilearn may terminate your eligibility to earn referral reward or terminate your Simplilearn account, or the accounts of Referee you referred, if you or Referee take any of the following actions:

- Open multiple Simplilearn accounts with different e-mail addresses, for the same person in order to generate additional referral rewards;
- Refer customers using spam or unsolicited e-mails;
- Use false names, impersonate other people, or otherwise provide false or misleading

information to Simplilearn to generate referrals or referral rewards;

- Offer incentives to others to register as new user accounts;
  - Violate the terms of this Referral Program any other terms and conditions of Simplilearn.com; ➤
- You are prohibited to participate in the Simplilearn Referral Program under any applicable law or regulations.

#### **8. Force Majeure Events:**

This Referral Program is subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God or any circumstance beyond the reasonable control of Simplilearn or its affiliates ("**Force Majeure Event**"). Simplilearn or its affiliates shall be not liable for any delay or adverse effect caused to the participants in the Referral

Program as a result of any Force Majeure Events. Simplilearn will not be held responsible for any delays or failures to comply with Our obligations under these Referral Program Terms and Conditions if the delays or failures arise from any Force Majeure Event which is beyond Our Reasonable control. This condition does not affect Your statutory rights.

#### **9. Liability Release**

This Referral Program is being made purely on a "best effort" basis and participating in this Referral Program is voluntary. By participating in the Referral Program, you will be legally bound hereby to release from liability, and hold harmless Simplilearn and its affiliates, any of its employees or agents representing or related to Simplilearn and its services/products for any matters in relation to the this Referral Program, including the referral rewards. This release is for any and all liability for personal injuries (including death), property loss or damage, and misuse of the benefits/ rewards offered under this Referral Program, in connection with any activity or directly or indirectly, by reason of the acceptance, possession, or participation in the Referral Program, even if caused or contributed to by our negligence. Simplilearn shall have no liability in connection with this Referral Program to Referrers or anyone else.

#### **10. Miscellaneous**

The Referral Program is governed by the laws of the Republic of India. All rights reserved. No requests for transfer or assignment or redemption of the benefits under this Referral Program shall be entertained. You agree that all decisions related to the Referral Program by Simplilearn are final and binding on you. Failure by Simplilearn to enforce any of these terms of the Referral Program in any instance shall not be deemed to be a waiver and shall not give rise to any claim by any person. The Referral Program Terms and Conditions are subject to Indian laws and the courts at Bangalore shall have the exclusive jurisdiction in respect of any disputes or any matter arising here from.

#### **11. Disclaimer**

We reserve the right in our sole discretion at any time and without prior notice to you to add to, remove or otherwise change the terms and conditions of Referral Program Policy, including without limitation, changing the amount of the referral reward, modifying how you may earn and spend referral reward, modifying the duration, expiration or vendor of the gift cards, requiring minimum purchase amounts for use of gift cards, instituting maximum amount of referral reward that you may earn, and discontinuing the Referral Program entirely. We will post an updated version of the Referral Program terms and condition on the Simplilearn.com, and you will be deemed to have accepted such changes by continuing to use the Simplilearn.com or the Referral Program after the date of posting

the updated Policy.

**12. QUERIES:**

Please direct any questions, comments or complaints related to this Referral Program to [bo\\_referrals@simplilearn.net](mailto:bo_referrals@simplilearn.net)