

## **Refer-a-Friend Scheme Terms and Conditions**

**Effective from: 13 April 2023**

### **Background**

Starling has launched the Scheme, pursuant to which Referring Customers may provide a referral link to Referees inviting them to open an Account with Starling.

The Referring Customer and Referee acknowledge and agree that these Refer-a-Friend Scheme Terms and Conditions ("**Terms and Conditions**") apply to each party's participation in the Scheme and redemption of a Pass.

### **Part 1 – Referral Terms**

1. The Scheme only relates to the first Account opened by a Referee pursuant to a Successful Referral. Any additional Accounts opened by the Referee are excluded from the Scheme.
2. Each of the Referring Customer and Referee acknowledge and agree that no direct financial reward will arise as a result of the Scheme and neither party shall in any circumstances attempt to derive a financial or other benefit from the Scheme.
3. Each Referring Customer will have a maximum limit of 50 daily referrals. We reserve the right to change the daily referral limit at any time.
4. We reserve the right to refuse a Referee an Account and suspend, amend or withdraw the Scheme at any time. We also reserve the right to refuse Passes to anyone in breach of these Terms and Conditions.

### **Part 2 – Pass Terms**

1. Upon each Successful Referral, the relevant Referring Customer and Referee will both receive, via the email address linked to their Account, a Pass to visit a Partner Property. Each of the Referring Customer and Referee must use their Pass in accordance with any instructions contained in the accompanying email. The Referring Customer and Referee Passes do not need to be used together at the same time.
2. The Referring Customer and Referee each agree to comply with all terms and conditions applicable to the use of the Pass as stipulated by the Partner (including applicable redemption timeframes and booking and pre-booking requirements for Partner Property visits). Any queries regarding the use of a Pass or a Partner Property must be raised directly with the Partner.
3. Each of the Referring Customer and Referee expressly acknowledge and agree that no direct financial reward will arise as a result of each Pass received and neither party shall in any circumstances attempt to derive a financial or other benefit from the Pass/es.
4. We shall not be liable for any failure by the Partner, Referring Customer or Referee to comply with any applicable Pass terms and conditions and/or Partner rules stipulated by the Partner (including in relation to a failure to redeem the Pass in the stipulated time frames).
5. Each Referring Customer and Referee is responsible for their own costs and expenses incurred in relation to visiting a Partner Property.
6. The Passes cannot be used (i) at Paid For Events; or (ii) at the following Partner Properties: <https://www.nationaltrust.org.uk/features/properties-which-are-exempt-from-the-guest-pass-promotion> or any other properties stipulated by the Partner from time to time.
7. The Partner has the right to refuse entry to a Partner Property in the unlikely event of a Partner Property reaching capacity, as well as any unforeseen circumstances outside of the Partner's

control which means entry cannot be permitted. In this circumstance and provided the Pass is still valid, the Pass may be used at another Partner Property or on another date.

8. If a Referring Customer or Referee is already a National Trust member, the Pass may be used by a person aged 16 or older who is visiting a Partner Property with the Referring Customer or Referee.

### **Part 3 – General Information**

1. As is permitted by law, Starling will not in any circumstances be responsible or liable to compensate a Referring Customer, Referee or anyone visiting a Partner Property with a Referring Customer or Referee or accept any liability for any loss or damage as a result of the use of the Pass and/or attendance at a Partner Property except where such loss or damage is caused by our negligence. Your statutory rights are not affected.
2. These Terms and Conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions.
3. These Terms and Conditions are governed by English Law and each party submits to the exclusive jurisdiction of the English courts to resolve or settle any disputes arising out of or in connection with these Terms and Conditions.

### **Part 4 – Definitions**

**Account** means a personal current account, joint current account, sole trader current account or business current account with Starling.

**Paid For Events** means events in which National Trust members would be required to pay an additional fee to attend, e.g. National Trust Light Nights.

**Partner** means National Trust (Enterprises) Limited (company registration number 01083105) acting on behalf of © National Trust Registered Charity 205846 and The National Trust Scotland Registered Charity number SC007410.

**Pass/es** means a free single use individual day pass for entry to a Partner Property which will expire on the date set out on the pass and which may be used by a Referee, Referring Customer or a friend/family member aged 16 or above visiting a Partner Property with a Referring Customer or Referee.

**Partner Property/ies** means the National Trust properties which can be viewed here: <https://www.nationaltrust.org.uk/visit> and the National Trust Scotland properties which can be viewed here: <https://www.nts.org.uk/>, as updated from time to time.

**Referee** means an individual who receives a referral link from a Referring Customer inviting them to open an Account through the Scheme.

**Referring Customer/s** means an individual who is a customer of Starling and invites a third-party individual to open an Account through the Scheme.

**Scheme** means the “Refer-a-Friend” scheme which has been launched by Starling\*.

**Starling, we or our** means Starling Bank Limited (company registration number 09092149).

**Successful Referral** means, in respect of a Referee, that the Referee has successfully completed Starling’s onboarding processes and opened an Account with Starling as a direct result of a Referring Customer’s referral under the Scheme.

\* Further information can be found in the Refer-a-Friend FAQ on Starling’s website.