1. Introduction and acceptance

1.1. These terms and conditions (herein referred to as the "Terms") constitute a legally binding agreement governing participation in the Faria Customer Referral Programme (Kuwait Pilot) (the "Programme"), administered by Faria Education Limited with its registered address at Faria Education, No. 2 Glasshouse, Suite 2s2, Congleton Road, Nether Alderley, Macclesfield, England, SK10 4TG ("Faria").

1.2. Submitting a Referral, constitutes unconditional acceptance of these Terms by the participating Customer School. Any member of staff who submits a Referral does so strictly in a representative capacity on behalf of the Customer School and not in any personal capacity.

1.3. This Programme is entirely voluntary and is established solely as a discretionary incentive for the school community to facilitate introductions to Faria.

1.4. Nothing in these Terms shall be construed to create an employment, agency, partnership, or joint venture relationship between Faria and the participating Customer School or its personnel. Participants possess no authority to bind Faria, make any promise, statement or offer on Faria's behalf, including about pricing, features or contract terms. These Terms shall operate independently of, and without prejudice to, any master services agreement or underlying commercial contract executed between Faria and the Customer School.

2. Definitions

Term	Meaning
Customer School	A privately owned independent or international educational institution operating within the State of Kuwait that maintains an active, paid subscription to at least one Faria Product and has no outstanding invoices more than (60) days overdue.
Referrer	A qualifying Customer School that makes a Referral through authorised personnel and meets the eligibility rules in Section 4.

Nominated Contract	A specific individual (for example, a Head of School, Principal, or Business Manager) designated by the Customer School in the Referral Form to receive Rewards and official communications on behalf of the school.
Referred School	A school or school group operating within the State of Kuwait and that meets the criteria set forth in Section 5.
Referral	The formal introduction of Referred School, submitted exclusively via the Referral Form during the Programme Period.
Referral Form	The mandatory digital intake form hosted on the Programme's dedicated landing page at [URL], constituting the sole authorised mechanism for submitting Referrals.
Faria Products	Any product or service commercialised, licensed or provided by Faria or its corporate affiliates, including ManageBac, OpenApply, Atlas, SchoolsBuddy, Spotlight, Vectare and FariaLearn [confirm list].
Leadership team	A senior member of staff at the Referred School with decision-making or senior operational authority, which includes roles such as Principal, Head of School, Deputy Head, Admissions Director, Business Manager, or equivalent positions.
Qualifying Demo	A live demonstration of one or more Faria Products, scheduled through Faria's sales team and attended by at least one member of the Referred School's leadership team (such as Principal, Head of School, Deputy Head, Admissions Director, or Business manager), conducted no later than (90) days following the submission of the Referral.
Qualifying Contract	A new binding commercial contract for one or more Faria Products, executed within six (6) months following the Referral, of any value, incorporating a minimum initial term of twelve (12) months, conditioned upon

	the first invoice being paid in full and without cancellation within ninety (90) days of signature.
Demo Reward	A retail gift card in the principal amount of USD 15.
Contract Reward	A retail gift card in the principal amount of USD 80.
Reward	A Demo Reward or a Contract Reward, collectively or individually.
Programme Period	The operative duration established pursuant to Section 3.
Business Day	Any Calendar day from Sunday to Thursday, expressly excluding official public holidays recognised within the State of Kuwait.

3. Programme period and territory

3.1. The Programme is a pilot. It opens at 00:00 Kuwait time (UTC+3) on 26 October 2026 and has no fixed end date. It runs until we choose to end it under section 13.

3.2. Referrals must be submitted within the Programme Period. A Qualifying Demo or Qualifying Contract may complete up to [6] months after the Programme Period closes, as long as the Referral was valid when submitted.

3.3.The Programme is open only to Customer Schools located in Kuwait, and only for Referred Schools located in Kuwait.

4. Eligibility of Referrers

4.1. To be eligible to participate, the Referred must be a qualifying Customer School located in Kuwait. Any member of its staff is authorised to submit a Referral on the Customer's behalf. The Customer School must also designate a single Nominated Contact (such as, a Head of

School, Principal and/or Business Manager) responsible for receiving a;; official communications and Rewards and for the institution.

4.2. A Referral shall be deemed invalid if the person who makes or submits it is:

a. an employee, contractor, reseller, agent or partner of Faria or any of its corporate affiliates, or an immediate family member thereof;
b. employed by, serving on the governing body of, or advising the Referred School;
c. involved in any manner in the Referred School's procurement decision-making process regarding Faria products;
d. a public official, or employed by a governmental, ministry-run, or publicly funded educational institution.

4.3. By participating in the Programme, the Customer School confirms and warrants that the receipt of any Rewards complies fully under all internal institutional policies on gifts governing hospitality, and conflicts of interest.

4.4. Rewards are issued exclusively to the Customer School as a legal entity, not to any individual. T The utilisation of such Rewards shall be determined solely by the institution for its organisational benefit in accordance with its internal governance policies.

5. Eligible Referred Schools

5.1 A Referred School must be a privately owned independent or international K-12 institution located within the State of Kuwait (excluding a government, ministry-run or publicly funded institution) that, as of the date of the Referral:

a. does not maintain an active subscription for the specific Faria Product being solicited (provided that an educational institution utilising one Faria Product may be referred for a distinct, separate Faria Product);
b. has not maintained an active subscription for that specific Faria Product within the preceding twelve (12) months;
c. is not currently engaged in active commercial discussions with Faria (including institutions that have contracted Faria, scheduled or attended a product demonstration, received a commercial proposal within the preceding six (6) months, or are otherwise registered in Faria’s internal records as an open sales opportunity).

5.2 Cross-referencing between campuses or entities under common ownership, corporate groups, or trusts is strictly prohibited; a Customer School may not refer its own institution or any affiliate within the same education group.

5.3 Where an educational group comprises multiple distinct campuses, each individual facility counts as a separate Referred School. A Demo Reward is payable for each campus whose

leadership attends a Qualifying Demo, and a Contract Reward is payable for each campus covered by a Qualifying Contract, subject to Section 8.

5.4 Faria reserves the sole and absolute discretion to determine the validity of any Referral, acting reasonably, and shall notify the Referrer by electronic mail within ten (10) Business Days of receipt. Faria's commercial records shall serve as conclusive evidence regarding whether a prospective Referred School was an existing customer or engaged in active commercial discussions, absent manifest error.

6. How to make a referral, data protection and consent

6.1 All Referrals must be submitted exclusively via the Referral Form. Referrals transmitted via telephone, social media, messaging applications (such as WhatsApp), or direct email to individual personnel of Faria shall be invalid unless expressly confirmed in writing by Faria.

6.2 The Referral Form requires the provision of the institution's name, the referring staff member's name and school email address, the Nominated Contact's name and school email address, and the Referred School's name, together with the name, job title and business contact details (email address and telephone number) of an authorised representative of the Referred School.

6.3 Only business contact details may be shared. Before submitting any Referral, the participating Customer School must provide prior notice to the prospective contact, disclose that all their details are being submitted to Faria pursuant to the Programme, and obtain their express consent to be contacted by Faria. Under no circumstances shall any student, minor, or parent personal data shall be transmitted or disclosed.

6.4 All personal data collected pursuant to the Programme shall be processed in strict accordance with Faria's Privacy Policy (accessible at https://www.google.com/url?q=https://www.faria.org/terms-of-service/&sa=D&source=docs&ust=1793271952271698&usg=AOvVaw2a4sJF-xwyHn8RSGF1N1qk) and applicable data protection legislation, including the data protection laws of the State of Kuwait. Faria shall inform the referred contact of the identity of the referring Customer School and provide a readily accessible mechanism for the contact to opt out of subsequent communications.

6.5 Participants shall not, directly or indirectly:

a. dispatch unsolicited bulk communications, utilise paid digital advertising, or engage in spam marketing to generate Referrals;
b. reproduce, utilise or display Faria's trade names, trademarks, logos, or collateral materials other than those expressly provided or authorised in writing by Faria;
c. submit inaccurate, misleading, fraudulent, or duplicate information.

7. Rewards

7.1. Demo Reward: The Customer shall receive one Demo Reward for each valid Referred School that completes a Qualifying Demo. Only one Demo Reward is payable per Referred School, regardless of the number of demonstrations attended.

7.2. Contract Reward: The Customer shall receive one Contract Reward for each valid Referred School that enters into a Qualifying Contract. Only one Contract Reward is payable per Referred School, regardless of the number of Faria Products or contracts acquired.

7.3. The Contract Reward supersedes and replaces the Demo Reward; consequently, the maximum cumulative reward payable in respect of any single Referred School shall be USD 80. If Faria has already issued a Demo Reward for that school, the Contract Reward will be a gift card for the balance of USD 65.

7.4. Rewards shall be issued as digital retail gift cards for a regional merchant selected by Faria, denominated in United States Dollars (USD).

7.5. Gift cards are subject to the merchant's terms, conditions, and expiration dates. Faria assumes no liability or responsibility for the merchant's goods, services, or any failure to honor the gift card.

7.6. Rewards carry no cash alternative, are non-transferable, and shall be issued solely to the Customer School. Rewards must be utilised exclusively for institutional and organisational benefit and shall not be distributed to any individual for personal use. Faria reserves the right to substitute a gift card of equal or greater value in the event the designated gift card becomes unavailable.

8. Limits and duplicate referrals

8.1. There shall be no restriction regarding the cumulative quantity or monetary value of Rewards earnable by any Customer School during the Programme Period.

8.2. The Programme Is maintained without an overall budgetary cap; however, Faria expressly reserves the right to modify or terminate the Programme in accordance with Section 13.

8.3. In the event multiple submissions are received in respect of the same prospective Referred School, only the initial valid Referral- as determined by the timestamp recorded within Faria's customer database upon submission of the Referral Form- shall be deemed eligible.

8.4. A submitted Referral shall remain valid for a period of six (6) months from the date of submission. Failure by the Referred School to complete a Qualifying Demo or execute a Qualifying Contract within such six (6)-month validity period shall forfeit any entitlement to a Reward.

8.5. Self- referrals, reciprocal referral arrangements (including, without limitation, cross-referencing between participating institutions), and any Referrals orchestrated through third parties to circumvent these Terms shall be strictly null and void.

9. Fulfilment of rewards

9.1 Faria shall issue a Demo Reward within thirty (30) days following the completion of the Qualifying Demo.

9.2 Faria shall issue a Contract Reward within thirty (30) days following the later of: (a) full payment of the first invoice, or (b) the expiration of the ninety (90)- day period set forth in the Qualifying Contract definition.

9.3 Rewards shall be transmitted via electronic mail to the designated Nominated Contact's school email address as provided in the Referral Form, for the institutional use of the Customer School. Faria assumes no liability or responsibility for Rewards transmitted to an incorrect address provided by the Customer School, or for any gift card lost, stolen or misused following delivery.

9.4 Prior to issuing any Reward, Faria reserves the right to require verification of the Nominated Contact's identity and authority. In the event the Customer School fails to respond within thirty (30) days of such request, or if a Reward remains unclaimed within sixty (60) days of issuance, all entitlement thereto shall be permanently forfeited.

10. Anti-bribery, conflicts of interest and school policies

10.1. Rewards represent a modest token of appreciation for an introduction and do not constitute consideration for influencing any commercial decision. Rewards shall never be linked to or conditioned upon any procurement decision by the Customer School or Referred School.

10.2. The Customer School shall not offer, share or transfer any portion of a Reward, or any other benefit, to any personnel or representative at the Referred School.

10.3. A Referral band participation in the Programme shall have no effect upon the pricing or contractual terms offered by Faria to the Referred School. Faria reserved the right to disclose to the Referred School that an introduction was effected pursuant to this Programme and identify the Customer School.

10.4. The Customer School represents and warrants that the acceptance of any Reward does not violate any internal institutional policies, governing body regulations, or applicable laws, and that no individual personnel shall receive any Rewards for personal use.

10.5. Faria complies with all applicable anti-bribery and anti-corruption laws, including [Kuwaiti law, the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act, as applicable]. Faria reserves the right to refuse, delay or withhold any Reward in the event it reasonably believes that issuing it could breach those laws or institutional policies.

10.6. Faria maintains records of all Referrals and Rewards issued, which may be disclosed to the Customer School's leadership or governing body upon written request or as required by applicable law.

11. Clawback, fraud and disqualification

11.1. Faria may withhold, cancel or demand the return of any Reward (or its value) if:

a. the The Customer School provided false or misleading information, or breached these Terms;
b. the Qualifying Contract is cancelled, terminated or refunded within ninety (90) days of signature, or its first invoice is remains unpaid;
c. Faria reasonably suspects fraud, collusion or any attempt to manipulate the Programme, including without limitation splitting one institution into several Referrals or arranging product demonstrations with no commercial intent.

11.2. In such cases Faria may disqualify the Customer School from the Programme and cancel any pending Rewards.

11.3. Faria's determination regarding eligibility and the issuance of Rewards shall be final and binding, save for manifest error and to the extent permitted by applicable law.

12. Tax

12.1 The Customer School shall remain responsible for any tax, accounting or reporting obligation that applies to the institution arising from the receipt of receives a Reward.

12.2 Faria reserves the right to share information regarding issued Rewards with tax authorities as required by the applicable law .

13. Changes, suspension and termination

13.1. This Programme is a pilot initiative, and Faria expressly reserves the right to modify, suspend or terminate the Programme at any time. Any modifications shall be posted on the Programme's designated landing page (found here **[URL]**), and, whenever practicable, providing fourteen (14) days' prior notice.

13.2. Referrals submitted before a change shall be governed and addressed under the Terms in force w at the time of submission, unless modification is required to comply with applicable law or address suspected fraud.

13.3. In the event of early termination of the Programme, Faria shall honour Rewards for valid Referrals submitted prior to the effective termination date, provided such Referrals subsequently satisfy the Qualifying Demo or Qualifying Contract Requirements within the validity periods stipulated herein.

14. Liability

14.1. To the extent permitted by law, Faria's obligation under the Programme is limited to issue Rewards that have been validly earned. Faria's total liability under these Terms is strictly limited to the aggregate value of those earned Rewards.

14.2. Faria shall not be held responsible or liable for any indirect, incidental, special or consequential losses, or for any failures, disruptions, or omissions attributed to any merchant, financial institution, email provider, or other third-party service provider.

14.3. Nothing in these Terms shall operate to exclude or limit any liability that cannot be excluded or limited by applicable.

15. General, governing law and language

1. The Customer School may not assign or transfer any of its rights or obligations under these Terms to any third party.
2. These Terms constitute the entire agreement between Faria and the Customer School regarding the Programme. If any provision is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. No failure or delay by Faria in exercising any right hereunder shall operate as a waiver thereof.
3. These Terms are governed by the laws of England and Wales, and the courts of England and Wales have exclusive jurisdiction.
4. These Terms are written in English exclusively, and no translation shall be provided or recognised.
5. The Customer School's designated Faria Customer Experience Manager shall oversee referrals, verify eligibility, issue Rewards, and handle any inquiries or disputes relating to the programme.