

From time to time, Upwork may offer users the opportunity to participate in a Referral Program.

In these Referral Program Terms and Conditions (“Terms”), the words “you,” “your,” and “Participant” mean any person who uses, accesses, or interacts in any way with any Referral Program. “Referral Program” means any program administered by Upwork that facilitates the ability of Referrers to refer Referees to one or more products or services offered by Upwork. The words “we,” “us,” and “our” mean Upwork and its affiliates, successors and assigns, and designated third-party service providers acting on their behalf.

Each Referral Program involves a referral process that uses digital technology to facilitate, track, and appropriately attribute referrals. Referral Programs may allow Referrers, Referees, or both, to obtain a reward if certain conditions are satisfied. By using, accessing, or interacting in any way with a Referral Program, including by accessing the website located at any related subdomain or responding to any communication related to a Referral Program, you acknowledge, accept, and agree to be bound by these Terms, the Upwork [Terms of Use](#), and the Upwork [Privacy Policy](#). If you do not wish to be bound by these Terms, the Terms of Use, or the Privacy Policy, do not use, access, or interact in any way with a Referral Program.

We may make changes to these Terms, the Terms of Use, and the Privacy Policy from time to time in our sole discretion. You understand and agree that your continued use of, access to, or interaction with, a Referral Program constitutes your acceptance of the Terms, Terms of Use, and Privacy Policy then in effect.

Eligibility

To qualify as a Participant, you must be a natural person, a U.S citizen or resident, and at least 18 years old.

Referrer. You must be a registered user with an active account on Upwork (www.upwork.com) and be invited by Upwork to participate in the Referral Program.

Referee. To be an eligible referee, you must not have ever had an Upwork Account (or an account with Upwork predecessors, oDesk or Elance, prior to 2014), and you must be referred by a qualified referrer via their unique referral link or code. To qualify as a Referee, you must be a friend, family member, or colleague of the Participant who referred you.

Participants are prohibited from referring (1) themselves; (2) any persons who are not friends, family members, or colleagues of the corresponding Referrer; (3) any fictitious person; and (4) any person that is not a natural person. Upwork employees are not eligible to participate in any Referral Program. Participants shall not create or use any fictitious or dummy accounts with Upwork, or use any Referral Program to violate any law, infringe or violate the rights of any third party, or otherwise act in a manner that is deemed harassing, harmful, illegal, hateful, obscene or outside the spirit and intent of the Referral Program. In addition, Participants shall not (1) tamper with any Referral Program, (2) act in an unfair or disruptive manner, or (3) use any system, bot or other device or artifice to participate or receive any benefit through any Referral Program.

Qualified Referrals

For a referral to be considered a Qualified Referral, all of the following must occur:

1. As an eligible referrer, you share your unique referral link or code with an eligible referee;
2. The eligible referee registers for an Upwork Account using your unique referral link or code;
3. The eligible referee enters into a Service Contract within the time frame designated in the referral invitation; and
4. Any other requirements as detailed in your specific Referral Program offer are met. Check your Referral Program offer for eligibility details such as required minimum spend by the Referee or time limits.

Earn Rewards

Participants will be eligible to earn Referral Rewards in the form specified in the Referral Program offer (e.g. account credit or a prepaid gift card reward) once the conditions are met.

Referrers: As a qualified referrer, you will earn Referral Rewards for each Qualified Referral you make under the Referral Program.

Referees: As an eligible referee, you will earn Referral Rewards if you meet the conditions of a Qualified Referral. Check the referral offer you received for applicable terms such as required minimum spend or earn or time limits.

Referral Rewards will ordinarily be made available within thirty (30) calendar days of the Qualified Referral being met. Make sure you follow all instructions in your Referral Program offer and any confirmatory communications to ensure you receive your Referral Reward.

Redemption: Gift card rewards can be spent where the cards are accepted. You can spend account credit on your next Upwork purchase, unless there are restrictions listed on your specific referral offer. *Referral Rewards cannot be transferred or exchanged for cash.*

Restrictions

There is no limit to the number of Participants that a Referrer may refer under a Referral Program (unless otherwise specified in the specific offer). However, there is a limit to the Referral Reward amount. A Referrer (and, if applicable, the Referee) may earn a maximum of \$500 in Referral Rewards per calendar year.

This offer is not valid if any of the reward eligibility conditions is not satisfied, as determined by Upwork in its sole discretion.

Taxes

You are responsible for independently assessing and complying with all relevant tax and legal requirements. We do not and will not provide you with tax or legal advice. In the event that, during any single calendar year, the aggregate rewards from Upwork would result in payment to you of \$600 or more, we may require you to provide us with a completed IRS form W-9 and we may thereafter issue a Form 1099 for that calendar year. We may utilize a third-party service provider to perform this function. If we require a completed form W-9 from you and you fail to provide one, we reserve the right to

void any rewards.

Important Disclaimers

Upwork reserves the right to cancel, modify or terminate any Referral Program at any time for any reason in its sole discretion. Upwork reserves the right to disqualify any Participant at any time from participation in any Referral Program, and to suspend your account and remove or cancel any Referral Rewards should we notice any activity by a Participant that is determined to be a violation of these Terms or Upwork's Terms of Service. We reserve the right to amend, suspend or terminate a Referral Program at any time without notice.