



# PayPoint One Promo – Refer A Friend 2021 Terms and Conditions September 2021

These Terms and Conditions (“**Terms**”) govern the PayPoint One Promo- Refer a Friend 2021 promotion (“**Promotion**”) offered by PayPoint Network Limited (“**PayPoint**”) to (i) retailers within the PayPoint retail network who wish to refer a retailer (the “**Referrer**”) and (ii) retailers who have been referred by the Referrer to join the PayPoint retail network by entering into a new Agreement for the PayPoint One terminal and associated PayPoint services (the “**Referee**”).

These Terms are considered as “other documentation” pursuant to clause A.2.5(f) of your General Retailer Agreement and any defined terms used here are as set out in the General Retailer Agreement.

**1. Promotion Period:** 20th September and 29th October 2021 (inclusive) (“**Promotion Period**”).

**2. Promotion:**

2.1 The Referrer who elects to participate during the Promotion Period shall receive a credit for one month’s service fee for PayPoint One terminal or PPOS for referring retailers to the PayPoint retail network, who satisfy the conditions provided in clause 4.1, below (“**Referral**”).

2.2 The Referees who elect to participate during the Promotion Period and satisfy the conditions provided in clause 4.1 below, shall receive a credit for the service fees in relation to the PayPoint One terminal or PPOS for the first month of their Agreement with PayPoint.

**3. Referrer Terms**

**These terms apply to Referrers who are submitting a Referral only.**

**3.1 Eligibility:**

In order to be an eligible participant for the Promotion, Referrers must:

- (a) Be an existing retailer within the PayPoint retail network, having at least one Authorised Site with a PayPoint One terminal or PPOS;
- (b) Refer a retailer(s) who meets the eligibility criteria set out in clause 4.1 below.

**3.2 How to Participate:**

3.2.1 In order for a Referrer to participate in the Promotion, the Referrer must submit a Referral via the referral form on <https://www.paypoint.com/refer-a-friend>. The Referral must include the following information:

- (a) the Referrers’ name and phone number, business email address, business/company name, PayPoint Agent number, Authorised Site fascia, Authorised Site address, Authorised Site number. All required information, excluding the business email address, is available on the Referrer’s Confirmation Form.
- (b) the Referee’s name, phone number and email address, Referee’s Authorised Site fascia,

Referee's Authorised Site address.

- 3.2.2 PayPoint may request further information or documentation, as may reasonably be required in order to assess the Referrer's participation and process the Referrer's payment, if any.
- 3.2.3 Any Referrals submitted without full information required under clause 3.2.1 above may not be considered.
- 3.2.4 For the Referrer's participation to be successful, the Referee must have met all conditions as set out in clause 4.1 below. Any Referrals received from a Referrer after 29th October 2021 will not be valid and as such will not be processed or considered for payment.
- 3.2.5 By submitting a Referral, the Referrer confirms and warrants that it has the full consent and acknowledgement of the Referee to submit their personal information to PayPoint for the purpose of taking part in this Promotion. In the event PayPoint is made aware that a Referee had not provided fully informed consent to participate, the Referral shall be voided, and the Referrer shall not be entitled to participate further.
- 3.2.6 By submitting a Referral, the Referrer agree to be bound by these Terms and that the Referrer is not restricted from complying with these Terms in any way.

### 3.3 Payment

- 3.3.1 Once PayPoint is satisfied the Referee has met the conditions under clause 4.1, namely;
  - (i) entered into an Agreement with PayPoint for PayPoint One EPOS Core or Pro packages on a PayPoint One terminal or PPOS within their Authorised Site within the Promotion Period and
  - (ii) had their PayPoint One terminal or PPOS installed at the Authorised Site and completed at least one transaction, that has not been cancelled or voided for any reason before 1st January 2022, a payment to the associated Referrer shall be made alongside the weekly PayPoint commission and will be itemised (as a credit) on the Referrer's self-billing invoice as 'PayPoint One Promo – Refer A Friend 2021'.
- 3.3.2 For every successful Referral, the payment shall cover only the service fee(s) in relation to the Referrer's PayPoint One terminal(s) or PPOS in the Authorised Site detailed within the Referral for a month of their Agreement with PayPoint, following installation of the PayPoint One terminal or the PPOS by the Referee. The payment shall not include any other costs or charges of any kind (including but not limited to, outstanding fees or charges on your account and any other costs incurred).

3.4 Number of Referrals There is no limit to the number of retailers that a Referrer can refer under this promotion.

## 4 **Terms specific to the Referee:**

**These terms apply only to Referees who have received a Referral from the Referrers.**

### 4.1 Eligibility and Participation

In order to be an eligible participant for the Promotion, the Referees must meet the following criteria:

- (a) Not be an existing retailer within the PayPoint retail network, having at least one Authorised Site with a PayPoint One terminal or a PPOS. For the avoidance of doubt, this exclusion in respect of existing Authorised Sites covers any Authorised Sites that have undergone change of ownership or a legal status change;
- (b) Within the Promotion Period, enter into an Agreement with PayPoint for PayPoint One EPOS Core or Pro packages on a PayPoint One terminal or PPOS, at their Authorised Site;
- (c) Have their PayPoint One terminal or PPOS installed at the Authorised Site and completed at least one transaction, that has not been cancelled or voided for any reason before 1st January 2022.

#### 4.2 How to Claim

- 4.2.1 In order for the Referee to make a claim under these Terms, the Referee must email PayPoint at [ReferMe@paypoint.com](mailto:ReferMe@paypoint.com) and provide PayPoint with their business/company name, PayPoint Agent number, Authorised Site fascia, Authorised Site address, Authorised Site number and date their Agreement was signed and confirm that they wish to make a claim under the Promotion. All of the required information can be found on the Confirmation Form.
- 4.2.2 PayPoint may request further information or documentation, as may reasonably be required, in order to assess and process the Referee's claim, if successful.
- 4.2.3 Any claims from a Referee received after 1<sup>st</sup> January 2022 will not be valid and as such, no payment shall be made.
- 4.2.4 By submitting a claim, the Referee agree to be bound by these Terms and that the Referee is not restricted from complying with these Terms in any way.

#### 4.3 Payment

- 4.3.1 Once a Referee's claim has been received and processed, payment shall be made alongside the weekly PayPoint commission and will be itemised (as a credit) on the Referee's self-billing invoice as 'PayPoint One Promo – Refer A Friend 2021'.
- 4.3.2 The payment shall cover only the service fee(s) in relation to the Referee's PayPoint One terminal(s) or PPOS in the Authorised Site detailed within the Referral for the first month of their Agreement with PayPoint following installation of the PayPoint One terminal or PPOS. The payment shall not include any other costs or charges of any kind (including but not limited to, outstanding fees or charges on your account and any other costs incurred).

4.4 Number of Claims- A Referee may only submit a claim once in relation to their Referral.

### **5 Other Terms for both Referrer and Referee:**

5.1 This offer is not transferable and cannot be exchanged for other alternatives.

- 5.2 In the event that a Referee is referred more than once, only the first Referrer to submit a Referral will be eligible to receive the payment under this Promotion.
- 5.3 PayPoint reserves the right to refuse any Referral or Referee for any reason, including but not limited to, instances where the Referee has previously left the PayPoint retail network for any reason at any time.
- 5.4 Responsibility is not accepted for any submitted claims or Referrals that are deficient, lost or delayed as a result of any computer hardware, network or software failure of any kind. PayPoint reserves the right to reject any claim at its sole discretion.
- 5.5 PayPoint will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with the Promotion or these Terms, except for any liability which cannot be excluded by law (including personal injury, death and fraud) in which case that liability is limited to the minimum allowable by law.
- 5.6 These Terms prevail in the event of any conflict or inconsistency with any other communications including advertising or promotional materials.
- 5.7 These Terms shall be governed by English law and the English courts shall have exclusive jurisdiction.

In these Terms, references to PayPoint shall mean, PayPoint Network Limited, 1 The Boulevard, Shire Park, Welwyn Garden City, AL7 1EL.