



PayPoint Refer-A-Retailer Promotion Terms and Conditions

These Terms and Conditions (“**Terms**”) govern the PayPoint Refer-A-Retailer promotion (“**Promotion**”) offered by PayPoint Network Limited (“**PayPoint**”), commencing on 25 July 2022, the details of which are provided below.

These Terms are considered as “other documentation” pursuant to Section 1 Clause A.2.5(f) of your General Retailer Agreement and any defined terms used here and not defined herein are as set out in the General Retailer Agreement.

Please read the following Terms carefully and keep a copy for your information.

1. THE PROMOTION

1.1 For the purpose of this Promotion, the following definitions shall apply;

1.1.1 **Referrer** means a PayPoint Agent who meets the eligibility criteria detailed in Section 2 and wishes to submit a Referral of another retailer who is not a PayPoint Agent.

1.1.2 **Referee** means a retailer who meets the eligibility criteria detailed in Section 3 and who has been referred to PayPoint by a Referrer, in order to become a PayPoint Agent.

1.1.3 **Referral** means the submission of a Referee’s details by the Referrer via the referral form in accordance with Section 2.

1.2 Referrers who meet the eligibility criteria and participation requirements as detailed in Section 2 and who submit a successful Referral shall receive a credit to the value of one (1) month’s service fee payable by the Referrer.

1.3 Referees who meet the eligibility criteria and participation requirements as detailed in Section 3, shall receive a credit for one (1) month’s service fee payable by the Referee.

2. REFERRER TERMS

The following terms shall apply to Referrers only.

2.1 **Eligibility**

Referrers must be an existing PayPoint Agent within the PayPoint retail network, having at least

one Authorised Site with a PayPoint One terminal or PPOS.

2.2 Participation

2.2.1 The Referrer must complete and submit a Referral via the referral form available at www.paypoint.com/refer-a-retailer.

2.2.2 The Referral must include the following Referrer information:

- (a) Contact name and phone number
- (b) business email address
- (c) business/company name
- (d) PayPoint Agent number
- (e) Authorised Site fascia
- (f) Authorised Site address
- (g) Authorised Site number

All required information, excluding the business email address, is available on the Referrer's Confirmation Form.

2.2.3 The Referral must also include the following Referee information:

- (a) Contact name and phone number
- (b) Contact email address
- (c) Referee's Authorised Site fascia
- (d) Referee's Authorised Site address

2.2.4 Any Referrals submitted without full information required under clause 2.2.1 above may not be considered.

2.2.5 Successful Referrals. For a Referral to be successful, the Referee must have met all conditions as set out in Section 3.1.

2.2.6 By submitting a Referral, the Referrer confirms and warrants that they have 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 has not provided fully informed consent to participate, the Referral shall be void, and the Referrer shall not be entitled to participate further.

2.3 Payment

2.3.1 For each Successful Referral, a payment equal to one (1) month's service fee shall be made to the Referrer alongside their weekly PayPoint commission and will be itemised (as a credit)

on the Referrer's self-billing invoice as 'Refer-A-Retailer'.

2.3.2 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).

2.4 Number of Referrals

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

2.4.2 PayPoint reserves the right to refuse a Referrer further Referrals where such Referrals have culminated in a large number of Referees Agreements being terminated (for any reason) within 6 months of entering into the Agreement.

3. REFEREE TERMS

The following terms shall apply to Referees only.

3.1 Eligibility and Participation

In order to be an eligible participant for the Promotion;

3.1.1 the Referees must be a retailer who is not a PayPoint Agent (and has no Authorised Sites) and who,

(a) Within 1 month of the submission of the Referral, enters into a services agreement for the provision of a PayPoint One Core or PayPoint One Pro terminal and the associated services provided to you (the "**Agreement**"); and

(b) within 3 months of entering into the Agreement, have their PayPoint One Core or Pro terminal installed and have completed at least one (1) transaction (that has not been cancelled or voided for any reason).

3.2 How to Claim

3.2.1 In order for the Referee to make a claim under these Terms, the Referee must email PayPoint at ReferMe@paypoint.com and provide PayPoint with the following information:

(a) Business/company name

(b) PayPoint Agent number

(c) Authorised Site fascia

(d) Authorised Site address

(e) Authorised Site number

(f) Date their Agreement was signed.

The email should be titled Refer-A-Retailer Claim and must include confirmation that they wish to make a claim under the Promotion. All of the information that is needed to make a claim can be found on the Confirmation Form.

3.2.2 All claims must be received by PayPoint within 3 months of the Referee entering into the Agreement. Any claims from a Referee received such time will not be valid and as such, no payment shall be made.

3.3 **Payment**

3.3.1 Once a Referee's claim has been received and processed, a payment equal to one (1) month's service fee shall be made to the Referrer alongside their weekly PayPoint commission and will be itemised (as a credit) on the Referee's self-billing invoice as 'Refer-A-Retailer'.

3.3.2 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 Claims**

A Referee may only submit a claim once in relation to their Referral.

4. TERMS FOR BOTH REFERRER AND REFEREE

The following terms shall apply to both Referrers and Referees.

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

4.2 The decision of PayPoint is final in all respects and no dispute or correspondence will be entered into.

4.3 PayPoint does not accept any liability for lost or delayed payments, howsoever caused.

4.4 In the event that a Referee is referred more than once, only the first Referrer to submit a Successful Referral will be eligible to receive the payment under this Promotion.

- 4.5 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.
- 4.6 PayPoint may request further information or documentation, as may reasonably be required, in order to assess and process the Referral, the Referrer's payment and/or Referee's claim as applicable.
- 4.7 PayPoint reserves the right to verify the eligibility of all Referrals, Referrer payments and/or Referee claims and may, in its sole discretion, refuse to make a payment if the Referrer and/or Referee fails to satisfy any eligibility requirements set out in these Terms or where we suspect that a false or fraudulent submission is being made or misleading information has been given.
- 4.8 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.
- 4.9 To the extent that you have supplied personal data in relation to this promotion, such personal data shall be used exclusively for the administration of activities in relation to this promotion only. For the avoidance of doubt, this will not change or amend any standing personal information you may have previously provided in relation to other products or services provided by PayPoint, or the use of such information in relation to such products or services. Please see our privacy policy at <https://www.paypoint.com/privacy-statement>.
- 4.10 PayPoint and its associated agencies and group companies 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.
- 4.11 If for any reason any aspect of this promotion is not capable of running as planned, PayPoint may (in its sole discretion) cancel, terminate, modify or suspend the promotion, or invalidate any affected entries (this includes, without limitation, by reason of infection by computer virus,

network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of PayPoint which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion).

4.12 By taking part in this promotion in any way, you: (i) agree to be bound by these Terms; (ii) confirm that you are not restricted from complying with these Terms in any way; and (iii) confirm that all information provided is accurate, up-to-date and complete to the best of your knowledge and ability.

4.13 These Terms prevail in the event of any conflict or inconsistency with any other communications including advertising or promotional materials.

4.14 PayPoint reserves the right to withdraw or amend the promotion and/or these Terms at any time, details of which will be shared on <https://retailer.paypoint.com/support/product-t&cs>.

4.15 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, (“the Promoter”).