



PayPoint Holiday Promo Terms and Conditions November 2021

These Terms and Conditions (“**Terms**”) govern this promotion offered by PayPoint Network Limited (“PayPoint”) to retailers entering into a new General Retailer Agreement for the PayPoint One terminal and associated PayPoint services from 1 November 2021 until 31 December 2021 (“**Promotion Period**”).

These Terms are considered as “other documentation” pursuant to Section 1 Clause A.2.5(f) of your General Retailer Agreement. Any capitalised 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. Eligibility

1.1 In order to be an eligible participant for the Holiday Promo, you or your Authorised Site must meet the following criteria:

- (a) Be a retailer who is not a PayPoint Agent (and has no Authorised Sites); or
- (b) Be an existing PayPoint Agent who has at least one location that is not an Authorised Site (and wishes to make this location an Authorised Site);

and enters into an agreement for the provision of a PayPoint One Core or PayPoint One Pro terminal during the Promotion Period in respect of any site that is not an Authorised Site.

1.2 For the avoidance of doubt, any PayPoint Agent or Authorised Site that has left the PayPoint retail network in the 12-month period immediately preceding the Promotion Period shall be excluded from participating in the Holiday Promo. This shall include any Authorised Sites or PayPoint Agents that have undergone a change of ownership or legal status change during the 12-month period.

2. Promotion

PayPoint Agents and retailers who meet the eligibility criteria shall be entitled to submit a claim for the payment by PayPoint of the total sum of two (2) months service fee in respect of your PayPoint One Core or PayPoint One Pro terminal (“**Holiday Payment**”), subject to these Terms.

3. Participation

3.1 To participate in the Holiday Promo you must have entered into an Agreement for provision of the PayPoint One Core or PayPoint One Pro terminal during the Promotion Period for your relevant site(s) that has not been cancelled or terminated.

3.2 Within three (3) months of entering into the Agreement under 3.1 above, you must also:

- (a) have your PayPoint One terminal installed;
- (b) have completed at least one (1) transaction (that has not been cancelled or voided for any reason)

- (c) have submitted your claim (in accordance with Clause 4 below)

4. How to Claim

4.1 In order for eligible participants to make a claim under these Terms, provide PayPoint with the following information:

- (a) Registered business/company name
- (b) PayPoint Agent number
- (c) Authorised Site fascia
- (d) Authorised Site address
- (e) Authorised Site number; and
- (f) Date your Agreement was signed

These should be provided via email to holidaypromo@paypoint.com, along with your email confirmation that you wish to make a claim under the PayPoint Holiday Promo. All of the information that is needed to make a claim can be found on your Confirmation Form.

- 4.2 PayPoint may request further information or documentation, as may reasonably be required, in order to assess and process your claim, if successful.
- 4.3 Any claims received after the time period specified in clause 3.2 will not be valid and as such, no payment shall be made.
- 4.4 By submitting a claim, you agree to be bound by these Terms and that you are not restricted from complying with these Terms in any way.

5. Payment

Once your claim has been received and processed, the Holiday Payment shall be made to you alongside your weekly PayPoint commission and will be itemised (as a credit) on your self-billing invoice as 'Holiday Promo'. For the avoidance of doubt, you will receive one (1) payment comprising of two (2) months' service fee.

6. Other Important Terms:

- 6.1 The Holiday Payment shall cover only the service fee(s) in relation to your PayPoint One Core or PayPoint One Pro terminal(s) for the first two (2) months of your Agreement with us, following installation of the relevant PayPoint One terminal. 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).

- 6.2 Responsibility is not accepted for any submitted claims that are deficient, lost, damaged or delayed as a result of any computer hardware, network or software failure of any kind. PayPoint reserves the right to reject any claim in its sole discretion
- 6.3 PayPoint reserves the right to verify the eligibility of all claims and may, in its sole discretion, refuse to pay the Holiday Payment if the customer 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.
- 6.4 PayPoint does not accept any liability for lost or delayed payments, howsoever caused.
- 6.5 The decision of PayPoint is final in all respects and no dispute will be entered into.
- 6.6 This offer is not transferable and cannot be exchanged for other alternatives.
- 6.7 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.
- 6.8 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 Holiday Promo 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.
- 6.9 You agree to be bound by these Terms and conditions and confirm that all information provided is accurate, up-to-date and complete to the best of your knowledge and ability.
- 6.10 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>.
- 6.11 These Terms prevail in the event of any conflict or inconsistency with any other communications including advertising or promotional materials.
- 6.12 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.