



# PayPoint Summer Prize Draw 2022 Terms and Conditions

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 4 July 2022-31 August 2022 (“**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 Summer Prize Draw 2022, 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 a services agreement for the provision of a PayPoint One Core or PayPoint One Pro service packages which include a terminal and the associated services provided to you (together, the “**Agreement**”) 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 6-month period immediately preceding the Promotion Period shall be excluded from participating in the Summer Prize Draw 2022 This shall include any Authorised Sites or PayPoint Agents that have undergone a change of ownership or legal status change during the 6-month period.

## 2. Promotion

PayPoint Agents and retailers who meet the eligibility criteria in Clause 1 and participation requirements under Clause 3 (“**Eligible Participants**”) shall be automatically entered into a prize draw (each an “**Entry**”) for the chance to win one of 10 (ten) x £100 Amazon vouchers (each a “**Prize**”).

## 3. Participation

3.1 To participate in the Summer Prize Draw 2022:

- (a) you must have entered into the Agreement during the Promotion Period for your relevant site(s) that has not been cancelled or terminated; and



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- (b) Within three (3) months of entering into the Agreement, you must have had your PayPoint One terminal installed and completed at least one (1) transaction (that has not been cancelled or voided for any reason).

3.2 If you do not wish to participate in the Summer Prize Draw 2022, please email [PromotionOptOut@paypoint.com](mailto:PromotionOptOut@paypoint.com) providing us 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

The email should be titled Summer Prize Draw 2022 Opt Out and must include your confirmation that you wish to be opted out of the Summer Prize Draw 2022 prize draw. All of the information that is needed to submit your opt out can be found on your Confirmation Form.

3.3 Any Eligible Participants that have not had their installation completed within three (3) months' of entering into their Agreement, where such delay is not due to the error, delay or fault of PayPoint, will not be valid and as such will not be entered into the Prize Draw.

3.4 By taking part in the Summer Prize Draw 2022, you agree to be bound by these Terms and confirm that you are not restricted from complying with these Terms in any way.

#### **4. Prize Draw**

4.1 The prize draw will take place by midnight on 1 December 2022 at the PayPoint registered address as detailed below and 10 (ten) winners shall be drawn at random from the pool of Entries.

4.2 The 10 winners will be notified by email (to the email address provided in your Agreement) within 48 hours of completion of the prize draw.

4.3 On receipt of the notification email set out above, each winner shall have 5 working days to confirm their preferred delivery method of their Prize. Confirmation should be provided by email to the email address specified in the notification.

4.4 Each winner shall receive their £100 Amazon voucher by their preferred delivery method as soon as practicably possible, and in any event no later than 2 (two) weeks from confirmation by the winner of their preferred delivery method.

4.5 PayPoint may request further information or documentation, as may reasonably be required, in order to

assess your Entry.

- 4.6 If a winning Entry is deemed not to comply with these Terms and/or the conditions of entry, the Entry will be discarded and a new winner of the prize will be determined at random.
- 4.7 If a winner does not reply within 5 working days as set out in clause 4.3, the winning Entry will be discarded and a new winner of the Prize will be determined at random, and will be contacted using the same method and process as set out in this clause 4.

## **5. Other Important Terms:**

- 5.1 Only one Entry is allowed per Agreement (and as applicable, Authorised Site).
- 5.2 Responsibility is not accepted for any Entries 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 Entry in its sole discretion.
- 5.3 PayPoint reserves the right to verify the eligibility of all Entries and may, in its sole discretion, refuse to pay the Prize 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.
- 5.4 PayPoint does not accept any liability if a Prize is lost or delayed, howsoever caused.
- 5.5 The decision of PayPoint is final in all respects and no dispute or correspondence will be entered into.
- 5.6 The Prize is not transferable and cannot be exchanged for other alternatives.
- 5.7 Amazon does not endorse, sponsor, is not a participant in or a promoter of this promotion.
- 5.8 PayPoint is not liable for third party products or services and the Prize is subject to the prize manufacturer's terms and conditions.
- 5.9 The name of the winner may be obtained by sending an email to [PayPointcommunication@paypoint.com](mailto:PayPointcommunication@paypoint.com) with "Summer Prize Draw 2022" in the subject line within two months from the date of the prize draw (being 1 December 2022).
- 5.10 PayPoint reserves the right to publish the names and counties of residence of the winners. As a condition of accepting the prize, winners may be required, at PayPoint's request, to participate in any reasonable promotional activity (such as publicity and photography) surrounding the winning of the prizes, free of charge, and they consent to PayPoint using their names and images in promotional material, including that with third parties.



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- 5.11 Subject to clause 5.9 and 5.10 above, 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>.
- 5.12 PayPoint and its associated agencies and 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 Summer Prize Draw 2022, the Prize, 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.
- 5.13 If for any reason any aspect of this promotion is not capable of running as planned, the 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).
- 5.14 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>.
- 5.15 You agree to be bound by these Terms and confirm that all information provided is accurate, up-to-date and complete to the best of your knowledge and ability.
- 5.16 These Terms prevail in the event of any conflict or inconsistency with any other communications including advertising or promotional materials.
- 5.17 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.