



# PayPoint Spring Offer 2022- Extended 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 11 April 2022 to 30 June 2022 (as extended from 31 May 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 Spring Offer 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 enter into a services agreement for the provision of a PayPoint One Core or PayPoint One Pro 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 Spring Offer 2022. This shall include any Authorised Sites or PayPoint Agents that have undergone a change of ownership or legal status change during the previous 6-month period.

## 2. Promotion

2.1 PayPoint Agents and retailers who meet the eligibility criteria in Clause 1 and have met the participation requirements under Clause 3 (“**Eligible Participant**”) shall be entitled to submit a claim for the payment by PayPoint of a sum equivalent to 50% of the first six (6) months’ service fees paid by the Eligible Participant in relation to their Agreement with PayPoint (“**Promotion Payment**”), subject to these Terms.

2.2 Subject to a successful claim, the Promotion Payment shall be made in the seventh (7<sup>th</sup>) calendar month from the installation date of the Eligible Participant’s PayPoint One terminal.

## 3. Participation

3.1 To participate in the Spring Offer 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;
- (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;
- (c) You must have submitted your claim in accordance with Clause 4 within six (6) months of the installation date of your PayPoint One terminal;

3.2 In order for a Promotion Payment to be paid out, the Eligible Participant’s Agreement must have continued to run for a period of at least six (6) months from the installation date of your PayPoint One terminal without default, non-payment, suspension or other action taken by PayPoint in relation to the Agreement or services hereunder.

## 4. How to Claim

- 4.1 In order for an Eligible Participant to make a claim for the Promotion Payment under these Terms, you must have submitted your claim to PayPoint by email to [Promotion@paypoint.com](mailto:Promotion@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 the Confirmation Form of your Agreement was signed

The email should be titled Spring Offer 2022 Claim and must include your confirmation that you wish to make a claim under the Spring Offer 2022. 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 3.1(c) 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

- 5.1 Once your claim has been received and processed, and you have met all requirements as set out under these Terms, the Promotion Payment shall be made to you during the 7<sup>th</sup> calendar month following the installation date of your PayPoint One terminal.
- 5.2 The Promotion Payment shall be made alongside your weekly PayPoint commission and will be itemised (as a credit) on your self-billing invoice as 'Spring Offer 2022'. For the avoidance of doubt, you will receive one (1) payment comprising of 50% (fifty percent) of the value of six (6) months' service fee.

## 6. Other Important Terms:

- 6.1 The Promotion Payment shall cover only fifty percent (50%) of the first six (6) months' service fees paid to PayPoint in relation to your Agreement with us. 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 Promotion 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 Spring Offer 2022 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.