

These Terms and Conditions ("Terms") govern this promotion offered by PayPoint Network Limited ("PayPoint") to retailers who:

- a. registered their interest to become a PayPoint Park Super Agent via https://paypoint.com/parksavings during the period commencing on the 26 April 2023 and ending on the 31 May 2023; and
- register their interest to become a PayPoint Park Super Agent via https://paypoint.com/parksavings online during the period commencing on the 01 June 2023 and ending on the 30 June 2023 together ("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 RetailerAgreement.

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 PayPoint Park Super Agent Prize Draw 2023, You must meet the following criteria:
  - (a) You must be an existing PayPoint Agent in good standing with PayPoint who has registered their details to become a PayPoint Park Super Agent; or
  - (b) You must have signed a General Retailer Agreement with PayPoint and become an accredited PayPoint Agent on or before the 31st of August 2023; and
- 1.2 The criteria in paragraph 1.1. are referred to as the Eligibility Criteria and Retailers who meet the Eligibility Criteria shall be "Eligible Participants".
- 1.3 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 PayPoint Park Super Agent Prize Draw. 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

Eligible Participants shall be automatically entered into a prize draw (each an "Entry") for the chance to win one of 5 (five) £100 (One Hundred Pound Stirling) Love2Shop gift cards (each a "Prize").

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#### 3. Participation

- 3.1 If you do not wish to participate in the PayPoint Park Super Agent Prize Draw 2023, please email <a href="mailto:PromotionOptOut@paypoint.com">PromotionOptOut@paypoint.com</a> providing us with the following information:
  - (a) Registered business/company name
  - (b) PayPoint Agent number, if an existing PayPoint Agent
  - (c) Authorised Site fascia
  - (d) Authorised Site address
  - (e) Authorised Site number, if an existing PayPoint Agent.

The email should have the following in the subject line: "PayPoint Park Super Agent Prize Draw Opt Out" and the email must include your confirmation that you wish to be opted out of PayPoint Park Super Agent Draw prize draw. All of the information that is needed to submit your opt out can be found on your Confirmation Form.

3.2 By taking part in the PayPoint Park Super Agent Prize Draw, 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 15 September 2023 at 12.00 at the PayPoint registered address as detailed below and 5 (five) winners will be chosen from the list of Entries by a random draw performed by a computer process.
- 4.2 The 5 (five) winners will be notified by email (to the email address provided in your PayPoint Agreement or PayPoint Park Super Agent application form, as applicable) within 48 hours of completion of the prize draw.
- 4.3 Each winner shall receive their £100 Love2Shop gift card by standard post.
- 4.4 PayPoint may request further information or documentation, as may reasonably be required, in order to assess your Entry.
- 4.5 If a winning Entry is deemed not to comply with these Terms and/or any other conditions of entry, the Entry will be discarded and a new winner of the prize will be determined at random using the same method as detailed above.

### 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 are sult of any computer hardware, network or software failure of any kind, or any other form of technical fault, including illegible or unclear writing or images. 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 entry or refuse to reward refuse to provide 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 non-transferable, non-exchangeable and no cash alternative is offered.
- 5.7 PayPoint is not liable for third party products or services and the Prize is subject to the prize manufacturer's terms and conditions.
- 5.8 The name of the winners may be obtained by sending an email to PayPointcommunication@paypoint.com with "PayPoint Park Super Agent Prize Draw" in the subject line within two months from the date of the prize draw.
- 5.9 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.
- 5.10 Subject to clause 5.8 and 5.9 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 PayPoint products or services, including any application to become a PayPoint Agent of Park Super Agent. Please see our privacy policy at <a href="https://www.paypoint.com/privacy-statement">https://www.paypoint.com/privacy-statement</a>.
- 5.11 PayPoint and its associated agencies and companies will not be liable for any loss (including, without



limitation, indirect, special or consequential lossor loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with the PayPoint Park Super Agent Draw, 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.

- 5.12 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).
- 5.13 PayPoint reserves the right to hold, void, cancel, suspend, withdraw or amend the promotion and/or these Terms at any time, details of which will be shared on <a href="https://retailer.paypoint.com/support/product-t&cs">https://retailer.paypoint.com/support/product-t&cs</a>.
- 5.14 You agree to be bound by these Terms and confirm that all information provided is accurate, up-todate and complete to the best of your knowledge and ability.
- 5.15 These Terms prevail in the event of any conflict or inconsistency with any other communications including advertising or promotional materials.
- 5.16 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.