



These Terms and Conditions (“**Terms**”) govern the Price Challenge Promotion offered by PayPoint Network Limited (“**PayPoint**”) in to retailers who are interested in obtaining card services through PayPoint. The Promotion commences on 1 April 2022.

These Terms are considered as “other documentation” pursuant to Section 1 Clause A.2.5(f) and Section 2 Appendix A Clause 6.1 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 Criteria

In order to be an eligible participant for the Price Challenge Promotion, you must be a retailer (including a current PayPoint Agent) who:

- (a) receives merchant acquiring services and corresponding PINpad terminal equipment from a provider other than PayPoint or another member of the PayPoint group (“**Current Acquiring Agreement**”) that is your primary merchant acquiring service; and
- (b) is able to provide a monthly merchant statement that clearly indicates the following (where applicable):
  - i. PINpad terminal rental fee;
  - ii. Card processing fees
  - iii. Minimum monthly service charge
  - iv. PCI DSS fees (including any non-compliance fees)
  - v. Faster settlement fees
  - vi. Authorisation fees
  - vii. Payment gateway fees
  - viii. Any other associated fees

For details of the PayPoint group, visit <https://corporate.paypoint.com/our-company/group-companies>

## 2. Promotion

- 2.1 PayPoint Agents and retailers who meet the eligibility criteria and elect to participate in the Price Challenge Promotion shall be entitled to request a price comparison by PayPoint in respect of the services detailed in clause 1 above. In the event PayPoint is unable to beat the price offered under your Current Acquiring Agreement for like-for-like services offered by PayPoint then you are eligible for a payment of the sum of two hundred and fifty pounds (£250.00) (“**Price Challenge Payment**”).
- 2.2 For the avoidance of doubt, to be eligible for the Price Challenge Promotion, the merchant acquiring services and PINpad terminal equipment you currently receive must be a like-for-like comparison for those offered by PayPoint. Any submissions that do not involve services substantially similar to those offered by PayPoint will not be accepted.

## 3. Participation

- 3.1 In order to participate in the Price Challenge Promotion, you must visit <https://retailer.paypoint.com/price-challenge> and provide us with the following mandatory information where requested:
  - (a) Your Name
  - (b) Business Email Address
  - (c) Business/Company Name
  - (d) Business Postal Address
  - (e) Phone number

- (f) A copy of your merchant statement dated within the last 3 months, detailing all information as set out in clause 1.1(b) above.
- 3.2 We may also request the following additional information where applicable:
  - (a) Name of the PayPoint Sales Representative who you have spoken to
  - (b) Your PayPoint Agent Number (which can be found on your Confirmation Form)
- 3.3 Within seven (7) Business Days of submission for the information set out in 3.1 above, PayPoint shall review the submitted information and assess whether PayPoint is able to beat the total monthly fee charged under your Current Acquiring Agreement (as detailed in your monthly statement provided), by offering you a total lower monthly fee. If PayPoint is unable to offer a total lower monthly fee, then you shall be eligible for the Price Challenge Payment to be distributed in accordance with clause 4 below.
- 3.4 Within seven (7) Business Days of the assessment in clause 3.3, PayPoint will contact you by email advising you of whether you are eligible for the Price Challenge Payment ("Confirmation Email"), and where applicable, request the following information:
  - (a) Bank account number
  - (b) Sort code
  - (c) Bank account name
  - (d) Proof of account

These should be provided via email to the following address: [pricechallenge@paypoint.com](mailto:pricechallenge@paypoint.com)

#### **4. Payment**

- 4.1 If you are an existing PayPoint Agent, the Price Challenge Payment shall be made to you alongside your weekly PayPoint commission and will be itemised on your self-billing invoice as "Price Challenge Payment". Payment shall be made within 10 Business Days of receipt of the Confirmation Email by the retailer.
- 4.2 If you are not an existing PayPoint Agent, the Price Challenge Payment shall be made to you by faster payments. Payment shall be made within 10 Business Days of receipt by PayPoint of the relevant additional information under clause 3.4. Please note that the banking details will be passed through confirmation of payee checks and payment may be withheld if the checks are not successful

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

- 5.1 Price Challenge savings include a total cost generated by the fees listed in clause 1.1(b) only. For the avoidance of doubt, the comparison shall involve the like-for-like provision of services by PayPoint, which shall not include the fees for the PayPoint One terminal or PPOS, nor shall it include any costs incurred by you to switch provider.
- 5.2 The Price Challenge Promotion is not available to the following:
  - i. Any retailer who is a member of a trade association, membership group or other buying group;
  - ii. Any retailer whose fees in their Current Acquiring Agreement are priced below the current interchange costs published by the card schemes; or
  - iii. Any retailer who is using purchased PINpad terminal equipment.
- 5.3 You may only enter one submission and if successful, receive one payment, regardless of the number of locations, or Current Acquiring Agreements you may have in place. All payments are capped at a maximum of £250.00 per legal entity.

- 5.4 If you enter a submission for the Price Challenge but do not receive a Price Challenge Payment, you will not qualify for entry into the Price Challenge again for another 12-month period. If you enter a submission and receive a Price Challenge Payment, you will not qualify for entry again. For the avoidance of doubt, all such restrictions shall also apply to any other price challenge promotion in relation to merchant acquiring services and PINpad terminals offered by any other PayPoint group company.
- 5.5 Responsibility is not accepted for any submissions that are damaged, lost or delayed as a result of any computer hardware, network or software failure of any kind. PayPoint reserves the right to reject any submission at its sole discretion.
- 5.6 PayPoint shall not accept any submissions that are not submitted via the proper channels as documented in these Terms.
- 5.7 PayPoint reserves the right to verify the eligibility of all submissions and may, in its sole discretion, refuse to pay the Price Challenge 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.
- 5.8 If PayPoint successfully manages to reduce your fees but you subsequently either (i) do not pass the PayPoint agent onboarding process, or (ii) are declined for merchant acquiring services through PayPoint's approved provider, you shall not be eligible for the Price Challenge Payment.
- 5.9 The decision of PayPoint is final in all respects and no dispute will be entered into.
- 5.10 PayPoint does not accept any liability for lost or delayed payments, howsoever caused.
- 5.11 Price Challenge Payment is not transferable and cannot be exchanged for other alternatives.
- 5.12 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.
- 5.13 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 Price Challenge 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.
- 5.14 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.
- 5.15 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>.
- 5.16 These Terms prevail in the event of any conflict or inconsistency with any other communications including advertising or promotional materials.
- 5.17 These terms and conditions 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.