# **Skrill "Mission First Bonus" Promotion Terms and Conditions**

READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING. YOU WILL BE DEEMED TO HAVE ACCEPTED THESE TERMS AND CONDITIONS AND AGREED TO BE BOUND BY THEM WHEN PARTICIPATING IN THIS PROMOTION. AMONG OTHER THINGS, THESE TERMS AND CONDITIONS INCLUDE LIMITATIONS OF YOUR RIGHTS AND REMEDIES.

1. The Promotion ("Promotion") and its Terms and Conditions.

Skrill is giving you the opportunity to earn a one-off **Knect loyalty points bonus** (the "Bonus"), upon completion of all specific **Qualifying Actions** ("Steps" and Qualifying Action", used interchangeably). **The Promotion** is available only within the **Promotion Period**, as set in p.2 below, to customers in Germany, Peru, or Chile.

- 1.1 Participants who have successfully made a **Qualifying Action (performed a "Step")** during the **Promotional Period** will be awarded the **Bonus** in accordance with clause 1.3 hereinbelow.
- 1.2 This Promotion is available only to newly registered Skrill Account holders in accordance with the **Skrill Account Terms of Use** ("**Skrill Account**") who (i) have received an invitation message from Skrill directly, as described below in p.1.3; (ii) have entered in the Skrill Knect Loyalty Programme in accordance with the **Skrill Knect Loyalty Programme Rules** ("Loyalty Programme") during the Promotional Period.
- 1.3 **The Steps (Qualifying Actions)** and the corresponding **Bonus** for their completion within the Promotion Period shall be communicated via any of the following: email, in-account banner directly and/or where possible via in-app notification for customers who have downloaded Skrill Android or iOS Application.
- 1.3.1 **Qualifying Actions** may include transfers to/from merchants. Transfers to/from excluded merchants ("Excluded Merchants") shall not be considered a Qualifying Action. Skrill reserves the right to modify the list of Excluded Merchants at any time upon its own discretion. A current list of Excluded Merchants is available in the "Transfer to merchant" section in the KNECT Module in Your Account. It is your responsibility to familiarize yourself with the current list of Excluded Merchants.
- 1.4 Skrill will make reasonable efforts to award the earned Bonus into a Participant's Skrill Account no later than 40 (forty) calendar days following successful completion of each Step without further notice or request from respective Participants. Skrill reserves the right to extend the payment term until

- 17 September 2024 23.59 GMT (or the time-zone that corresponds to the participant's country of residency, as registered in the Skrill Account) at latest, if in its sole discretion it is required to do so.
- 1.5 Promotion is limited to only ONE Bonus award per **Step** for a given customer. Any subsequent transactions that amount to a Step or Qualifying Action will not be rewarded further. For multiple Skrill Account holders, payment shall be made to the Account from which the Eligible Action was made. Participants cannot share this promotion with other account users who have not received a personalised promotional message.

#### 2. Promotion Period

The Promotion is for a limited period only from either (i) **4 June 2024 12.00 GMT**(or the time-zone that corresponds to the participant's country of residency, as registered in the Skrill Account), (ii) or the calendar date of the Participant's Skrill Account registration, (i) or (ii) whichever comes later, up until either (iii) **31 July 2024, 23.59 GMT** (or the time-zone that corresponds to the participant's country of residency, as registered in the Skrill Account) ("Promotion Period") or (iv) 30 calendar days from the date of Skrill Account registration (as set in (ii), above), (iii) and (iv), whichever comes later. Skrill may, at its sole discretion extend the time period for completion of each Step, where (not limited to) Participants are residents of a country with multiple time zones.

## 3. Eligibility Criteria

In order to participate in this Promotion, you must meet all the criteria defined and set out below:

- a) have a newly registered account with Skrill in accordance with the **Skrill Account Terms of Use** ("**Account**") and have completed full account verification procedure as per Skrill's instructions prior to the latest of either the Promotion Period or the respective **Qualifying Action** that requires such verification;
- b) the Participant must be enrolled into the <u>Loyalty Programme</u> during the Promotional Period;
- c) have received a personalized promotional message as described above in p.1.3, directly by Skrill;
- d) not use your Account for commercial purposes;
- e) not be an employee or an immediate family member of employee of Skrill Ltd, Paysafe Payment Solutions Limited or any other Paysafe group company. For avoidance of doubt, an "employee" includes contractors and secondees and an "immediate family member" shall mean any individual with any of the following relationships to the employee: a/ spouse, and parents thereof; b/ sons and daughters, and spouses thereof; c/ parents, and spouses thereof; d/ brothers and

sisters, and spouses thereof; e/ grandparents and grandchildren, and spouses thereof; f/ domestic partner and parents thereof, including domestic partners of any individual in a/ through g/ of this definition; and g/ any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship;

- f) not be a service provider or a direct family member of a service provider to any of the Paysafe group companies;
- g) be at least 18 years of age;
- h) reside in Germany, Chile or Peru and not reside or be located in any country that Skrill is prohibited from offering Accounts;
- i) not have your Account registered and used in any country where this Promotion might be considered illegal and/or prohibited. You can only take part in this Promotion if you have received the communication as described in p. 1.3 above.
- g) not use your Account to make prohibited transactions as set in section 11 of Skrill Account Terms of Use

The above mentioned are collectively referred to as the "Eligibility Criteria". For the purposes of this Promotion a participant is an end-user that meets all of the Eligibility Criteria ("Participant").

Except as otherwise expressly set forth herein, the current Promotion Terms and Conditions shall be read together and interpreted with the **Skrill Account Terms** of Use and the **Skrill Knect Loyalty Programme Rules** 

#### 4. Privacy and Intellectual Property

- a) The processing of Participants data is governed by the Paysafe Group Limited's Privacy Policy which can be found on Skrill's website (<a href="https://www.skrill.com/en/footer/comprehensiveprivacypolicy/">https://www.skrill.com/en/footer/comprehensiveprivacypolicy/</a>). Additional information may be required by Skrill to verify compliance with these Promotion Terms & Conditions. Participants agree that certain of their personal information (first name, surname initial and country location) may be published on various Paysafe Group marketing channels including but not limited to our websites, emails, and social media pages.
- b) For the purposes of the Promotion Participants grant Skrill and its affiliates a non-exclusive, worldwide, royalty-free, non-transferrable, irrevocable license to copy, use and display any logo, trademark, trade name or other intellectual property (where applicable) which may be published on various Paysafe Group marketing channels including but not limited to our websites, emails, and social media pages.

#### 5. Confidentiality

- a) Confidential Information means any information which is marked as "Confidential" or should be reasonably expected to be confidential having regard to the context of disclosure or the nature of the information; including, without prejudice to the generality of the foregoing, business plans, data, strategies, methods, customer and client lists, technical specifications, transaction data and customer data shall be deemed confidential.
- b) During the Promotion Period and thereafter, Skrill shall use and reproduce the Participants' Confidential Information only for purposes of this Promotion and only to the extent necessary for such purpose and will restrict disclosure of the Confidential Information to its employees, consultants, advisors or independent contractors with a need to know.
- c) Notwithstanding the foregoing, it shall not be a breach of these Promotion Terms for Skrill to disclose Confidential Information if required to do so under law or in a judicial or governmental investigation or proceeding.

The confidentiality obligations in this Clause 6 shall not apply to information that (i) is or becomes public knowledge through no action or fault of Skrill; (ii) is known to Skrill without restriction, prior to receipt from the Participant in relation to this Promotion, from its own independent sources as evidenced by Skrill's written records, and which was not acquired, directly or indirectly, from the Participant; (iii) Skrill receives from any third party reasonably known by Skrill to have a legal right to transmit such information, and not under any obligation to keep such information confidential; or (iv) information independently developed by Skrill's employees or agents provided that Skrill can show that those same employees or agents had no access to the Confidential Information received hereunder.

#### 6. Legal Recourse

a) If you are resident in the European Economic Area, this Promotion is brought to you by **Paysafe Payment Solutions Limited**, a company duly registered under the laws of Ireland, under company number 626665, with registered address at Matheson, Block A Riverside Iv, 70 Sir John Rogerson's Quay, Dublin, Dublin 2, D02 R296, Ireland, authorized by the Central Bank of Ireland (CBI) for the issuing of electronic money with license No C184986 (commonly referred as "**Skrill**") (Skrill is trading as Paysafe, NETELLER, Rapid Transfer and NETELLER Money Transfer).

If you are resident outside of the European Economic Area, this promotion is brought to you by **Skrill Limited**, a company duly registered under the laws of England and Wales under company number 04260907, with registered address 1st floor, 2 Gresham Street, London, EC2V 7AD, United Kingdom, authorized by the Financial Conduct Authority (FCA) for the issuing of electronic money with license No 900001..

- b) By entering this Promotion, you agreed to these Promotion Terms and Conditions.
- c) The present Promotion does not apply to residents of countries where this Promotion might be considered illegal and/or prohibited.
- d) Skrill reserves the right to end this Promotion at any time in their sole discretion or to make changes to this Promotion at any time in its sole discretion by sending written notice to the e-mail address registered to your Account or by amending these Promotion Terms and Conditions. Skrill reserves the right to modify, cancel, terminate or suspend the Promotion in whole or in part, at its sole discretion, if it believes the Promotion is not capable of being conducted as specified within these Promotion Terms and Conditions or in the event of a virus, a computer bug or unauthorised human intervention or any other cause that is beyond the reasonable control of Skrill that could corrupt or affect the administration, security, impartiality or normal course of the Promotion.
- e) Skrill reserves the right to remove any Participant from this Promotion where Skrill has reason to believe a Participant has breached or tried to breach these Promotion Terms and Conditions or the Skrill Account terms of use (as applicable) or attempted to circumvent any security or operational procedures.
- f) All decisions by Skrill are final and binding and no further correspondence may be entered into.
- g) Skrill is not responsible for: (1) any incorrect or inaccurate information, whether caused by a Participant, printing errors or by any of the equipment or programming associated with or utilized in this Promotion; (2) technical mailures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process of this Promotion; (4) technical or human error which may occur in the administration of this Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participation in this Promotion or receipt or use or misuse of any prize.
- h) All issues and questions concerning the construction, validity, interpretation and enforceability of the present Promotion Terms and Conditions, or the rights and obligations of the participant and Skrill, as applicable, in connection with this Promotion shall be governed by, and construed in accordance with the laws of Ireland, without giving effect to any choice of law or conflict of law rules (whether of Ireland or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Ireland.
- i) If there is any discrepancy between any translated version and the (original) English version of these Promotion Terms and Conditions, the English version shall prevail.

- j) Insofar as is permitted by law, Skrill, its agents or distributors will not in any circumstances be responsible or liable to compensate a Participant or prospective Participant, or accept any liability (whether direct, indirect, special, incidental, exemplary, punitive or consequential) for or in connection with the participation (or attempted participation) in the Promotion whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise. A Participant's statutory rights are not affected. However, nothing in these Promotion Terms excludes or limits in any way any liability for death or personal injury caused by Skrill's negligence, for fraud or for any other matter where liability may not as a matter of law be excluded or limited.
- k) Skrill shall not be liable for delay in performing, or failure to perform, any of its obligations under the Promotion terms and conditions, if such delay or failure result from events, circumstances or causes beyond its reasonable control, such as but not limited to fire, flood, earthquake, adverse weather conditions, strike, war (declared or undeclared), embargo, blockade, legal prohibition, governmental action, riot, insurrection, damage, destruction, flight or other transportation delays or cancellations.

### 7) Contact Us

If you have any questions about this Promotional offer or our services in general, you can contact us at any time by sending a message to Customer Service via the "Email Support" facility on our Website or by calling +44 203 308 2520.