

This refer a retailer promotion (“RAR Promotion”) is being run by PayPoint Network Limited (“PayPoint”) of No. 1 The Boulevard, Shire Park, Welwyn Garden City, Hertfordshire, AL7 1EL. This RAR Promotion is open to eligible existing PayPoint retailers to refer persons they know who are either new retailers who will become part of the PayPoint network or existing PayPoint retailers who operate PayPoint services through a yellow terminal box. The terms of this RAR Promotion are as follows:

**1. Referring Retailer and Referred Retailer:** For the purposes of the RAR Promotion and these terms and conditions, if you are an existing PayPoint retailer recommending someone, you are the “Referring Retailer” and if you are recommended by a Referring Retailer, you are the “Referred Retailer”.

**2. Promotional term and referral:** This RAR Promotion shall operate from 1st November 2018 to 31st January 2019 (the “Term”). To refer a retailer, the Referring Retailer must go to [www.paypoint.com/referral](http://www.paypoint.com/referral) and complete the requested information within this period.

**3. Eligibility:** To be eligible for a promotional credit:

a. If you are the Referring Retailer:

i. You must be signed up as a PayPoint retailer in the UK or Northern Ireland for the Term, and not suspended, terminated or serving any such notice period during the Term or prior to the installation of the PayPoint One terminal in the Referred Retailer’s store;

ii. You must have a PayPoint One terminal in your own store;

iii. You must not be at any stage of transferring your business to another party during the Term or prior to the installation of the PayPoint One terminal at the Referred Retailer’s store;

iv. You must have the consent of the retailer you are proposing to refer to pass to PayPoint their information for the purposes of PayPoint contacting them (whether by phone, email or visit during business hours to their store) about becoming a PayPoint agent and/or having a PayPoint One terminal;

v. You may recommend more than one Referred Retailer; and

vi. You may not recommend your own store or any store you own.

b. If you are the Referred Retailer:

i. Your store must be in the UK or Northern Ireland;

ii. You must either be a new retailer (who has not offered PayPoint services in the past) or an existing PayPoint retailer with a yellow terminal box in your store;

iii. You may not be an existing PayPoint retailer with either a PayPoint One terminal or PPOS in your store;

iv. You must not be in the process of acquiring a store from an existing or previous PayPoint retailer for which you are seeking to claim a promotional credit for;

v. You must enter a contract (whether as a new retailer or upgrade of your yellow terminal box) for either PayPoint One Base, Core or Pro within the Term;

vi. You must meet pass all credit checks and accreditation procedures undertaken for all PayPoint retailers; and

vii. You must not cancel your contract or your installation whether within the Term or prior to your installation date of your PayPoint One.

4. **Promotional credit:** Where both the Referring Retailer and Referred Retailer are deemed eligible, a promotional credit will be paid in the form of a credit note against PayPoint One service fees, issued by PayPoint Collections Limited on behalf of PayPoint Network Limited. Promotional credits will be issued within 60 days from the date of successful installation of a PayPoint One terminal in the Referred Retailer's store. Promotional credits will be paid for each PayPoint One terminal the Referred Retailer signs up for during the Term and is subsequently successfully installed. Promotional credits are not transferable, exchangeable or redeemable for cash or any other form of compensation. Promotional credits will be paid as follows:
  - a. Where the Referred Retailer signs up for PayPoint One Base – both retailers will each receive a credit for £25 (excluding VAT) for each PayPoint One Base installed;
  - b. Where the Referred Retailer signs up for PayPoint One Core – both retailers will each receive a credit for £35 (excluding VAT) for each PayPoint One Core installed; and
  - c. Where the Referred Retailer signs up for PayPoint One Pro – both retailers will each receive a credit for £50 (excluding VAT) for each PayPoint One Pro installed.
5. In all aspects of this RAR Promotion, PayPoint's decision is final. PayPoint reserves the right to not issue promotional credits to either retailer where, at any time during the Term or prior to the installation of the Referred Retailer's PayPoint One terminal(s):
  - a. Either retailer ceases to be eligible (as set out in paragraph 3 above);
  - b. Either retailer is in breach of the terms of their contracts with PayPoint or any of PayPoint's group companies; and
  - c. Either retailer has monies due and outstanding to PayPoint or any of PayPoint's group companies;
  - d. Either retailer breaches or is suspected of breaching these terms and conditions or engages in any illegal or criminal activity (which includes fraud) in relation to this RAR Promotion; and
  - e. The issue of promotional credits to either retailer would not be in the spirit of this RAR Promotion.
6. The Referring Retailer is responsible to ensure that it obtains consent of the Referred Retailer for use of their information for the RAR Promotion. For further information on how PayPoint uses your data, please see PayPoint's privacy policy at <https://www.paypoint.com/en-gb/retailer/privacy-statement>.
7. If You (the Referring Retailer) have not received your promotional credit, please contact your Referred Retailer to find out if the installation of their PayPoint One proceeded successfully. For reasons of privacy, PayPoint will not provide information to you about another retailer.
8. If for any reason any aspect of this RAR Promotion is not capable of running as planned, PayPoint may (in its sole discretion) cancel, terminate, modify or suspend the RAR Promotion. Any referrals following the date of the withdrawal of the RAR Promotion will not be eligible for to receive promotional credits.
9. PayPoint accepts no responsibility for, network failure or delay resulting in late, incomplete, incorrectly submitted, corrupted or misdirected referrals for this RAR Promotion. Further, PayPoint and its group companies will not be liable to referred retailer 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 this RAR Promotion.
10. These terms and conditions will be governed by laws of England and the jurisdiction of the Courts of England.