

## myPaysafe Cashback Promotion (“Promotion”) Terms and Conditions (“Promotion Terms and Conditions”)

### 1. Introduction

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

1.2. The organizer of this Promotion is Paysafe Prepaid Services Limited (Ireland), a company duly registered under the laws of Ireland, under company number 626671, with its registered office at 3rd Floor, Kilmore House, Spencer Dock, Dublin 1 D01 YE64, Ireland. Paysafe Prepaid Services Limited is authorised by the Central Bank of Ireland (“CBI”) as an electronic money institution under the European Communities (Electronic Money) Regulations 2011. Paysafe Prepaid Services Limited will be later referred to as “**Paysafe**”, “**we**” or “**us**” (Paysafe is trading as Paysafe, paysafecard, myPaysafe, my paysafecard).

1.3. Except as otherwise expressly set forth herein, these Promotion Terms and Conditions shall be read together and interpreted in conjunction with the myPaysafe Terms and Conditions (available on [www.paysafecard.com](http://www.paysafecard.com)). In the event of any conflict or inconsistency, these Promotion Terms and Conditions shall prevail (only to the extent of the conflict or inconsistency).

### 2. The Promotion

2.1. The Promotion is addressed to a limited number of customers holding an active e-money myPaysafe account in accordance with the myPaysafe Terms and Conditions available under <https://www.paysafecard.com> (“**myPaysafe Account**”) users of which shall be referred to as “**myPaysafe Account Holders**”.

2.2. Paysafe will send selected myPaysafe Account Holders an invitation email (the “**Invitation Email**”) to the primary email address registered to their myPaysafe Account at the start of the Promotion Period (as defined in Section 3). Only those myPaysafe Account Holders that receive Invitation Email (“**Participants**”) are entitled to participate in the Promotion.

2.3. Participants reaching a predefined transaction volume target will be entitled to receive a reward on their myPaysafe Account (“**Cashback Reward**” or “**Cashback**”) the value of which shall be paid into their myPaysafe Account. The Cashback Reward depends on the aggregate volume of Eligible Transactions (as defined in Section 5) made by the Participants (“**Transaction Volume**”) and is set out as follows:

For meeting and exceeding a pre-determined and individualized Transaction Volume threshold within the Promotion Period (“**Target Transaction Volume**”), the Participants shall be entitled to receive a Cashback Reward. Such Target Transaction Volume shall be set out in the Invitation Email individually. The Cashback Reward is 10 EUR in each case.

2.4. The maximum Cashback Reward that the Participant is entitled to receive shall be **15 EUR**.

2.5. Cashback Rewards are final and non-exchangeable.

2.6. Paysafe shall not be liable for the assessment or payment of any taxes, duties or other charges that arise for the Participant from the Promotion.

### **3. Promotion Period**

The Promotion (“**Promotion**”) runs from **13<sup>th</sup> September 2023 00:00 GMT** until **11<sup>th</sup> October 2023 23:59 GMT** (the ‘**Promotion Period**’). Paysafe will make reasonable efforts to transfer all Cashback Rewards to the Participant’s myPaysafe Account by **25<sup>th</sup> October 2023 23:59 GMT** without notice or request. Notwithstanding the Section 7.4., Paysafe reserves the right to extend the transfer term for the Cashback Rewards until **8<sup>th</sup> November 2023 23:59 GMT** at latest, if it is required to do so.

### **4. Eligibility Criteria**

4.1. In order to participate in the Promotion, you must:

- a) have an active myPaysafe Account;
- b) have received the Invitation Email from Paysafe directly;
- c) not use your myPaysafe Account for commercial purposes;
- d) not be a director, employee or contractor or an immediate family member of a director, employee or contractor of any company in the Paysafe Group (which encompasses all the affiliates of Paysafe). For avoidance of doubt, an “immediate family member” shall mean any individual with any of the following relationships to the director, employee or contractor of any company in the Paysafe Group: 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;
- e) not be a director, employee or contractor or an immediate family member (as defined above) of a director, employee or contractor of the service provider of any company in the Paysafe Group;
- f) be at least 18 years of age;
- g) not reside or be located in any country that Paysafe are prohibited from offering myPaysafe Accounts.

4.2. The above mentioned are collectively referred to as the “**Eligibility Criteria**”. If you satisfy the Eligibility Criteria you are entitled to participate in the Promotion. Paysafe reserves the right to require Participants to provide evidence demonstrating that they meet all of the Eligibility Criteria and may at its discretion disqualify any Participant if such evidence is not provided within a reasonable time stipulated by Paysafe or if Paysafe (acting reasonably) is not satisfied that the Eligibility Criteria are met.

## **5. Eligible Transactions**

5.1. Eligible transactions are transactions made from the Participant’s myPaysafe Account to a Merchant (as defined below) during the Promotion Period (“**Eligible Transaction**”).

5.2. Merchant is any entity that is entitled to accept and actively accepts myPaysafe payments as a payment method for goods and services provided by it (“**Merchant**”).

5.3. The following transactions **are not** Eligible Transactions:

a) transactions between myPaysafe Accounts;

b) uploads to and withdrawals from the Participant’s myPaysafe Account.

5.4. Paysafe reserve the right to disregard any Eligible Transactions for this Promotion that they, in their sole but reasonable discretion, deem an abuse of the Promotion including but not limited to:

a) multiple transactions that are made to artificially increase the volume of Eligible Transactions;

b) transactions that are not for the personal benefit of the myPaysafe Account Holder;

c) transactions infringing these Promotion Terms and Conditions, the myPaysafe Terms and Conditions or other Terms of Use of Paysafe or an affiliate of Paysafe if applicable.

## **6. Privacy and personal data**

The processing of Participants data is governed by the privacy policy which can be found on website (<https://www.paysafecard.com>).

## **7. Miscellaneous**

7.1. Paysafe reserves the right to end or amend this Promotion at any time in its sole discretion by sending written notice to the e-mail address registered to the Participant’s myPaysafe Account. Paysafe reserves the right to modify, cancel, terminate or suspend the Promotion in the event of a virus, a computer bug or unauthorised human intervention or any other cause that is beyond the reasonable control of Paysafe that could corrupt or affect the administration, security, impartiality or normal course of the Promotion.

7.2. Paysafe reserves the right to remove Participants from the Promotion where Paysafe has reason to believe that Participants have:

- a) breached or tried to breach these Promotion Terms and Conditions, the myPaysafe Account Terms and Conditions or other Terms of Use of Paysafe or an affiliate of Paysafe if applicable;
- b) attempted to circumvent any security or operational procedures.

7.3. Paysafe is not responsible for any of the following:

- a) incorrect or inaccurate information, whether caused by Participants, errors or by any of the equipment or programming associated with or utilised in the Promotion;
- b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software;
- c) unauthorised human intervention in any part of the entry process or the Promotion;
- d) technical or human error which may occur in the administration of the Promotion or the processing of entries;

7.4. Paysafe 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.

7.5. 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 Paysafe, 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.

7.6. 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.

7.7. To the extent permitted by law, Paysafe and its agents 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. Nothing in these Promotion Terms and Conditions excludes or limits in any way any liability for death or personal injury caused by Paysafe's negligence, for fraud or for any other matter where liability may not as a matter of law be excluded or limited.

## **8. Contact us**

If you have any questions about this Promotion 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 ([www.paysafecard.com](http://www.paysafecard.com)).