



## General Terms and Conditions of Participation “my PLUS”

### 1. General

- 1.1. The my PLUS loyalty programme is operated and managed by Prepaid Services Company Limited (hereinafter referred to as “PSC” or “we”). PSC’s registered office is located at Part Floor 27, 25 Canada Square, Canary Wharf, London E14 5LQ, England (company number 05761861).

### 2. Participation

- 2.1. Participation in the my PLUS loyalty programme is free of charge for the customer. The customer is registered automatically upon valid registration for a my paysafecard account.
- 2.2. Within the framework of my PLUS, the customer receives points for using the my paysafecard account and for certain activities in connection with this account. There are two kinds of points awarded for loyalty: PLUS points and Level points.

### 3. PLUS points

- 3.1. With every payment transaction effected via the my paysafecard account, the customer acquires PLUS points. For every euro spent via my paysafecard, the customer is awarded between 100 and 130 PLUS points, depending on his or her Status Level. **Purchasing additional PLUS points with cash, bank money or electronic money is not possible.**
- 3.2. For payment transactions denominated in a currency other than Euro, the amount translated into Euro is used as basis. The amount is translated at the current daily rate of exchange.
- 3.3. If a payment transaction is cancelled in its entirety or in part, the points for loyalty acquired through this transaction are deducted entirely or on a pro rata basis, respectively. The customer can see this in the overview of the points. A separate notification from PSC by e-mail is not required in this respect. Note: The amount of PLUS points can become negative due to such deduction.
- 3.4. The collected PLUS points can be exchanged for products and/or services offered in the current loyalty product portfolio. The current offers are presented on [www.paysafecard.com](http://www.paysafecard.com) in the my

PLUS section. The selection of products at the customer’s disposal depends on the respective Status Level of the customer and the country in which the my paysafecard account has been registered.

- 3.5. The customer cannot assert any claim for particular products and/or services and/or their availability. Cashed PLUS points cannot be refunded.
- 3.6. PLUS points are forfeit if they are not cashed within 12 months from the date they are acquired.

Note: The PLUS points cannot be transferred to other participants or combined with the points for loyalty of other participants. Furthermore, they cannot be exchanged into cash, bank money or electronic money.

### 4. Level points

- 4.1. Level points allow customers to increase their Status Level within the framework of the my PLUS loyalty programme. Level points cannot be redeemed against products and/or services.
- 4.2. Level points are acquired by undertaking specific one-off or recurring activities. A precise list of the ways in which Level points can be acquired is available on the website of the my PLUS loyalty programme. This list is continually updated.
- 4.3. Level points become invalid 60 days after they are acquired.

### 5. Status Levels

- 5.1. The Status Level of a customer is determined by number of Level points acquired within the preceding 60 days.
- 5.2. There are 4 Status Levels:  
Level 1: up to 9,999 Level points  
Level 2: 10,000 to 49,999 Level points  
Level 3: 50,000 to 249,999 Level points  
Level 4: 250,000 or more Level points

### 6. End of participation

- 6.1. The participation in the my PLUS loyalty programme is concluded for an indefinite period of time and can be terminated in writing by either party at any time.

- 6.2. The participation in the loyalty programme can be terminated by the customer at any time and with immediate effect. The termination shall be submitted by e-mail. If a customer terminates his or her participation in the loyalty programme, any bonus points acquired but not yet cashed at the time the termination becomes effective are forfeit.
- 6.3. Furthermore, any loyalty points already acquired are valid only as long as the customer's my paysafecard account exists. Upon termination of the contract regarding the my paysafecard account - for whatever reason - the points awarded for loyalty automatically become invalid and can no longer be used.
- 6.4. In case of misuse, misrepresentations or a significant violation of these General Terms and Conditions of Participation or the General Terms and Conditions of the my paysafecard account, the points for loyalty are forfeit with immediate effect.
- 6.5. We reserve the right to limit or cancel the credit of points for loyalty. The customer will be notified of any such measure in his or her my PLUS section. A separate notification from PSC by e-mail is not required in this respect.

## **7. Liability**

- 7.1. We are liable only for wilful behaviour and gross negligence. To the extent that liability on our part is excluded, restricted, or limited, this shall also apply to the personal liability of our employees, workers, staff, representatives and agents. The above exclusions, restrictions and limitations of liability shall not apply to claims according to the Product Liability Act and claims arising from harm to life, limb or health.
- 7.2. Uninterrupted availability of the my PLUS loyalty programme, in particular the availability of the loyalty product portfolio, is not guaranteed or warranted.

## **8. Data protection**

- 8.1. When the my PLUS loyalty programme is used, the customer's personal data will be collected and processed to the extent necessary to provide the services and to provide the system, and as required by statutory obligations. The data

protection provisions describe how the personal data of the customer is processed and how this data is protected.

- 8.2. By using the services the customer agrees that such data may be used in accordance with our data protection provisions. The applicable data protection provisions are available at: <https://www.paysafecard.com/en-mt/data-protection/>

## **9. Miscellaneous**

- 9.1. The General Terms and Conditions of Participation and the collection mechanism, the procedure for the cashing of points for loyalty and other services within the framework of my PLUS may be modified unilaterally at any time, provided that such modifications are minor and objectively justified. Amendments or supplements to these General Terms and Conditions of Participation are published in an appropriate way, e.g. by announcement on [www.paysafecard.com](http://www.paysafecard.com), by text message or by e-mail. Any notification from PSC to you will be written in English.
- 9.2. The loyalty programme may be terminated entirely with 3 months' notice following a corresponding notification.
- 9.3. If any provision of these Terms and Conditions of Participation is ineffective, the effectiveness of the remainder of the Terms and Conditions of Participation shall not be affected.
- 9.4. These Terms and Conditions of Participation are subject to English law. For any disputes arising from this contractual relationship, the courts of Malta shall have jurisdiction.

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