

The Skrill 'World Cup VIP Summer' Promotion Terms and Conditions

1. The Promotion (“Promotion”) and Promotion Terms and Conditions.

1.1 Skrill is offering its Account Holders (“**Account Holders**”) the opportunity to upgrade to VIP SILVER Level exceptionally retaining the level until the end of the calendar year 2018. This Promotion covers upgrades to VIP SILVER Level **only** and the Terms and Conditions outlined below shall not be applicable to upgrades to VIP Gold and/or Diamond Level. Once the Participant achieves VIP SILVER Level, they will be assigned with a VIP Status until the end of the calendar year 2018.

1.2 The Promotion is for a limited period only.

1.3 The necessary transaction volume is *\$9,000 for the duration of the Promotion Period, described below.

**or currency equivalent*

2. The Promotion Period

This Promotion runs from Tuesday 1 May 2018 00:01 GMT until Thursday 31 May 2018 23:59 GMT (the “**Promotion Period**”).

3. Eligibility Criteria

In order to participate in this Promotion, you must:

- a) have a registered account with Skrill in accordance with the [Skrill Account Terms of Use](#) (“**Account**”);
- b) hold an active Account in Skrill opened through a Skrill Promotion eligible referrer (“**Affiliate**”). For the purpose of this Promotion an Affiliate is a person/entity that has been duly onboarded in accordance with the [Paysafe Partners Terms and Conditions](#). In order to qualify as an Affiliate under this Promotion and to be deemed eligible Promotion Affiliate, the Affiliate has been pre-selected by Skrill and contacted personally by Skrill upfront in writing. Any such Affiliate shall embed on their site identification sign and/or wording appointing the Promotion and/or the fact that it is linked to the Skrill World Cup VIP Summer incentive. Right to participate in the Promotion have only end-users who have entered the Promotion through a Skrill Promotion eligible Affiliate. All other referrals made through a non-eligible Skrill Promotion Affiliate shall be automatically disqualified;
- c) not use your Account for commercial purposes;
- d) not be an employee or an immediate family member of Skrill or any other Paysafe group companies. For avoidance of doubt, 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;

- e) not be a service provider or a direct family member of a service provider to any of the Paysafe group companies;
- f) be at least 18 years of age;
- g) not reside or be located in any country that Skrill are prohibited from offering Accounts; and
- h) not reside in the United States of America, Northern Ireland, Canada, Japan and Russia, or any country where this Promotion would be considered illegal gambling or require gambling license.

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**”).

Use of script, macro or any automated system to enter the Promotion is prohibited and entries made (or which appear to have been made) using any such system may be treated as void. Any illegible, incomplete or fraudulent entries may be rejected.

Participants may make a maximum of 1 (one) entry into the Promotion. Any entries in addition to this may be disqualified. Please note, that you are allowed to get 2 entries only in case you hold an account with both the Skrill and the NETELLER Digital Wallets.

4. Eligible Transactions

4.1 Eligible Transactions are successful:

- a) Send money transactions made from your Skrill Account to a Skrill Merchant Account.

4.2 The following transactions shall **not** be considered Eligible Transactions:

- a) Uploads to, and withdrawals from, your Skrill Account;
- b) Transactions between linked Accounts with Skrill VIP Status;
- c) Transfers from your Skrill Account to your NETELLER Account or vice versa, in case you hold Accounts with both Skrill and NETELLER digital wallets;
- d) Person-to-Person payment through your Skrill Account;
- e) Person-to-Person payment through Skrill IT;
- f) Transactions using the “Skrill Direct” Service as appointed in the [Skrill Send Direct Terms and Conditions](#).

4.3 Skrill reserves 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, transactions that have no commercial purpose, multiple transactions that are made to artificially increase the volume of Eligible Transactions or transactions that are not for the personal benefit of the Account Holder.

5. ‘World Cup VIP Summer’ Promo Mechanics

5.1 If you make *\$9,000 (nine thousand) of Eligible Transactions during the Promotion Period, you will receive an upgrade to VIP SILVER Level. Your upgraded VIP SILVER Level will take effect in the first half of the following month (June 2018).

5.2 If you do **not** reach the *\$9,000 (nine thousand) target before the end of the Promotion Period stated in Section 2, you will not be eligible to be boosted to VIP SILVER Level. Following expiry of the Promotion Period any Participant will still be able to achieve Skrill VIP Status by meeting the standard requirements stated in the [VIP Programme Terms and Conditions](#).

5.3 Account Holders can still achieve VIP Gold or Diamond Level during the Promotion Period if they meet the standard requirements outlined in the [VIP Programme Terms and Conditions](#).

5.4 Account Holders who achieve VIP SILVER Level during the Promotion Period will be notified in their Account of their VIP Status once active.

5.5 Your VIP SILVER Level will expire on 1st of January 2019, unless you meet the standard minimum requirement of the respective VIP level. Full details can be found on <https://www.skrill.com/en/vip-programme/>.

**or currency equivalent*

6. Privacy and Intellectual Property

6.1 The processing of Participants data is governed by Paysafe Group Limited¹'s Privacy Policy which can be found on Skrill's website (<https://www.skrill.com/en/footer/privacypolicy/>). Additional information may be required by Skrill to verify compliance with these Promotion Terms & Conditions. Participants agree that some of their personal information (first name, surname initial and country location; for example, John D Smith from Germany) can be published on different Skrill channels including but not limited to emails, social media and online broadcast.

6.2 For the purposes of the Promotion Participants grant Skrill and its affiliates a non-exclusive, worldwide, royalty-free, non-transferrable, irrevocable licence 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.

7. Confidentiality

7.1 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, transactional data and customer data shall be deemed confidential.

7.2 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,

¹ Skrill Limited and Paysafe Financial Services Ltd. are part of the Paysafe Group of companies.

advisors or independent contractors with a need to know.

7.3 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 7 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.

8 Legal Recourse

8.1 This Promotion is brought to you by Skrill Limited, a company duly registered under the laws of England and Wales under company number 4260907 whose registered office is at 25 Canada Square, London E14 5LQ ("**Skrill**"). Skrill is authorised by the Financial Conduct Authority (FCA) under the Electronic Money Regulations 2011 for the issuing of electronic money.

8.2 By entering this Promotion, you agreed to these Promotion Terms and Conditions.

8.3 The present Promotion does not apply to residents of the United States of America, Canada, Northern Ireland, Japan and Russia or customers of Skrill USA Inc.

8.4 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.

8.5 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.

8.6 All decisions by Skrill are final and binding and no further correspondence may be entered into.

8.7 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 failures 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.

8.8 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 England, without giving effect to any choice of law or conflict of law rules (whether of England or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than England.

8.9 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.

8.10 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.

8.11 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.

9. Contact Us

If you have any questions about this Promotional offer or our services in general, please contact us via e-mail: partners@paysafe.com.