### **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 TERMS AND CONDITIONS. AMONG OTHER THINGS, THESE TERMS AND CONDITIONS INCLUDE LIMITATIONS OF YOUR RIGHTS AND REMEDIES.
- 1.2 If you are resident outside of the European Economic Area, this promotion (the "Promotion") is brought to you ("you" or the "Participant") by Skrill Limited, a company duly registered under the laws of England and Wales under company number 04260907, with its registered office at Floor 27, 25 Canada Square, London, E14 5LQ, UK. Skrill Limited is authorised by the UK Financial Conduct Authority ("FCA") under the Electronic Money Regulations 2011 for the issuing of electronic money.
- **1.3** For the purposes of these Promotion Terms and Conditions, Skrill Limited is referred to as 'Skrill' 'we' or 'us'.
- 1.4 Please note that unlike the electronic money and payment services which we provide under the Skrill Account Terms of Use – cryptocurrencies are not currently regulated by the FCA. The Cryptocurrency Service is likewise not regulated by the FCA. Skrill Limited is registered with the FCA as a cryptoasset firm under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017.
- **1.5** Except as otherwise expressly set forth herein, these Promotion Terms and Conditions shall be read together and interpreted in conjunction with the <a href="Skrill Account Terms of Use">Skrill Account Terms of Use</a> and the <a href="Skrill Account Terms of Use">Skrill Account Terms of Use</a> and the <a href="Skrill Account Terms of Use">Skrill Account Terms of Use</a> and the <a href="Skrill Account Terms of Use">Skrill Account Terms of Use</a> and the <a href="Skrill Account Terms of Use">Skrill Account Terms of Use</a> and the <a href="Skrill Account Terms of Use">Skrill Account Terms of Use</a> and the <a href="Skrill Account Terms of Use">Skrill Account Terms of Use</a> and the <a href="Skrill Account Terms of Use">Skrill Account Terms of Use</a> and the <a href="Skrill Account Terms of Use">Skrill Account Terms of Use</a> and the <a href="Skrill Account Terms of Use">Skrill Account Terms of Use</a> and the <a href="Skrill Account Terms of Use">Skrill Account Terms of Use</a> and the <a href="Skrill Account Terms of Use">Skrill Account Terms of Use</a> and the <a href="Skrill Account Terms of Use">Skrill Account Terms of Use</a> and the <a href="Skrill Account Terms of Use">Skrill Account Terms of Use</a> and the <a href="Skrill Account Terms of Use">Skrill Account Terms of Use</a> and the <a href="Skrill Account Terms of Use">Skrill Account Terms of Use</a> and the <a href="Skrill Account Terms of Use">Skrill Account Terms of Use</a> and the <a href="Skrill Account Terms of Use">Skrill Account Terms of Use</a> and the <a href="Skrill Account Terms of Use">Skrill Account Terms of Use</a> and the <a href="Skrill Account Terms of Use">Skrill Account Terms of Use</a> and the <a href="Skrill Account Terms of Use">Skrill Account Terms of Use</a> and the <a href="Skrill Account Terms of Use">Skrill Account Terms of Use</a> and the <a href="Skrill Account Terms of Use">Skrill Account Terms of Use</a> and the <a href="Skrill Account Terms of Use">Skrill Account Terms of Use</a> and the <a href="Skrill Acco
- **1.6** Capitalised terms used but not defined in these Promotion Terms and Conditions shall have the meaning given in the Skrill Account Terms of Use or the Skrill Cryptocurrency Terms of Use. (as applicable).

# 2. The Promotion shall operate as follows

- **2.1** You must select your chosen Supported Cryptocurrency.
- **2.2** Skrill will attribute to you a notional balance of your chosen cryptocurrency (the "Promotional Balance"), equivalent to the following amount calculated at the time you confirm your participation in the Promotion:

Country of Residence	Currency	Promotional Balance
Brazil	BRL	500
Chile	USD	100

Please note that this Promotional Balance does not constitute an issuance of electronic money to your Skrill Account, nor an interest in a Supported Cryptocurrency.

- **2.3** If the value of your chosen Supported Cryptocurrency increases during the Promotion Period, we will reflect that increase in value by displaying this in your Skrill dashboard. Any such increase in value is referred to as the "Profit".
- **2.4** The Profit which we will display, and which may be claimed in accordance with this Promotion, shall be capped at USD 25 (or the equivalent in the currency in which your Skrill Account is denominated), even if the value of your Supported Cryptocurrency increases beyond this during the Promotion Period.
- **2.5** You have 30 days to claim the Profit from the date you enter the Promotion (the 'Validity Period'). After the Validity Period expires, you will be unable to claim the Profit. If you have registered for the Promotion and any days of the Validity Period fall outside of the Promotion Period, you may claim the Profit until the expiration of the Validity Period.
- **2.6** You may claim the Profit only once and the Profit may only be claimed in full, not in part.
- **2.7** If you do not claim the Profit in accordance with clause 2.5, your right to do so shall expire at the end of the Promotion Period. We reserve the right to extend the claim period unilaterally in our sole discretion. Any displayed Profit shall be removed from your Skrill dashboard at the end of the Promotion Period or, if later, one month after your entry into the Promotion.
- **2.8** If the value of your chosen Supported Cryptocurrency decreases, i.e. if it becomes worth less than GBP 100 EUR 100, or USD100 (or the equivalent in the currency in which your Skrill Account is denominated, as the case may be), you will suffer no loss on any of your funds (if available) in your Skrill balance (both crypto or fiat as the case may be) and you will not incur any liability to Skrill. In that situation, you simply will not be able to claim a Profit.

## 3. The Promotion Period

For residents of Brazil this Promotion shall run from 13 March 2023 00:00 GMT to 23:59 GMT 31 May 2023.

For residents of Chile this Promotion shall run from 20 March 2023 00:00 GMT to 23:59 GMT 31 May 2023

# **Eligibility Criteria**

**4.1** In order to be eligible for the Promotion, you must satisfy one of the following conditions within the Promotion Period you must open a Skrill Account in accordance with the Skrill Account Terms of Use.

- **4.2** Customers must be over the age of 18 years old at the time of entry into the Promotion.
- **4.3** In addition to clauses 4.1 and 4.2, you must be resident in either Brazil or Chile.
- **4.4** Please note that customers who have an existing verified Skrill Account and register a duplicate Skrill Account are not eligible to participate in this Promotion.
- **4.5** Customers who use their Skrill Account for commercial purposes are not eligible to participate in the Promotion.
- **4.6** Participation in the Promotion will be limited to 10,000 Participants, being the first 10,000 customers who successfully satisfy the eligibility criteria (as determined by Skrill in its sole discretion).

## 4. General

**5.1** We reserve the right to end this Promotion at any time at our sole discretion or to make changes to this Promotion at any time at our sole discretion by sending written notice to the primary email address registered to your Skrill 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.

outside

- **5.2** We reserve the right to remove any Participant from this Promotion where we reasonably believe a Participant has breached or attempted to breach these Promotion Terms and Conditions or the Skrill Account Terms of Use, or attempted to circumvent any security or operational procedures.
- **5.3** All decisions by Skrill are final and binding and no further correspondence will be entered into.
- **5.4** We are not responsible for: (i) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (ii) unauthorised human intervention in any part of the entry process of this Promotion; (iii) technical or human error which may occur in the administration of this Promotion or the processing of entries; or (iv) 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.
- **5.5** 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 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.

- **5.6** If there is any discrepancy between the English version of these Promotion Terms and Conditions and any translation of these Promotion Terms and Conditions, the English version shall prevail.
- **5.7** 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 and Conditions 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.
- **5.8** Skrill shall not be liable for delay in performing, or failure to perform, any of its obligations under these Promotion Terms and Conditions, if such delay or failure result from events, circumstances or causes beyond its reasonable control, including 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.

### 6. 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 or by calling +44 203 308 2520