

The Skrill “VIP Exclusive” Promotion Terms and Conditions

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

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

- 1.1 Skrill is offering its Account Holders (“**Account Holders**”) the opportunity to receive an exceptional upgrade to VIP Bronze Level and a bonus reward by transacting to a Skrill merchant account within a 30-day period of signing up for the promotion (“**Transaction Period**”).
- 1.2 This Promotion covers eligibility criteria and mechanics for the payment of one-off bonus rewards, as well as upgrades to VIP Bronze Level **only**. The Terms and Conditions outlined below shall not be applicable to upgrades to VIP Silver, Gold or Diamond Level.
- 1.3 The necessary transaction volume for an upgrade to **VIP Bronze Level** is *€3,000 (three thousand EUR).
- 1.4 The necessary transaction volumes for the respective one-off **bonus rewards** are as follows:
 - a) *€3,000 (three thousand EUR) - *€30 bonus;
 - b) *€5,000 (five thousand EUR) - *€50 bonus;
 - c) *€10,000 (ten thousand EUR) - *€100 bonus.

**or your Account currency equivalent*

2. Eligibility Criteria

In order to participate in this Promotion, you must:

- a) Hold an active Account in Skrill in accordance with the [Skrill Account Terms of Use](#) (“**Account**”);
- b) Be at least 18 years of age;
- c) Have opened your Account through a Skrill Promotion eligible referrer (“**Referrer**”). For the purpose of this Promotion a Referrer is: (a) an Affiliate - a person or entity that has been duly onboarded in accordance with the [Paysafe Affiliates Terms and Conditions](#); or (b) a Partner - a person or entity that has been duly onboarded in accordance with the [Skrill Affiliate Referral Terms and Conditions](#). In order to qualify as a Referrer under this Promotion and to be deemed eligible Promotion Referrer, the Affiliate or Partner has been pre-selected and contacted personally by Skrill in writing. Any such Referrer shall embed on their site a banner or a direct tracking link appointing the Promotion and leading to the Skrill “**VIP Exclusive**” promotion landing page (“**Promotion Landing Page**”). All other Promotion entries of Account Holders who have opened their Account through a non-eligible Skrill Promotion Referrer shall be disqualified. Please note that all transaction volumes shall automatically be assigned to the Skrill Affiliate or Partner through which your Skrill Account has been first opened.

- d) Have entered the Promotion through the Skrill Referrer Promotion Landing Page. All other Promotion entries of Account Holders who have not entered the Promotion through the Skrill Referrer Promotion Landing Page shall be disqualified.
- e) Not use your Account for commercial purposes as set out in the [Skrill Account Terms of Use](#);
- f) Have completed full account verification procedure as per the instructions in your Skrill account before expiry of the Transaction Period;
- g) Have successfully completed an upload to your Skrill account/ funded your Skrill account with an upload method/ payment instrument different than:
 - i. Bitcoin;
 - ii. NETELLER;
 - iii. Paysafecard;
 - iv. Person-to-Person payment through your Skrill Account;
- h) Have not held any VIP status by the time of Promotion entry;
- i) Have not benefited through your Account or any of your Duplicate Accounts from another promotion of the same mechanics, including but not limited to previous conducts of this or other promotions of any of the Referrer(s). For the purposes of this Promotion **“Duplicate Accounts”** shall mean Skrill Accounts held by the same person.
- j) 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;
- k) Not be a service provider or a direct family member of a service provider to any of the Paysafe group companies.

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. Any entries of Account Holders with suspended or terminated Accounts as set out in the [Skrill Account Terms of Use](#) may be rejected.

Participants may make a maximum of 1 (one) entry into the Promotion. Any entries in addition to this shall be disqualified.

3. Eligible Transactions

3.1 Eligible Transactions for an upgrade to **VIP Bronze Level** are successful:

- a) Send money transactions made in accordance with the [Skrill Terms Of Use](#) from your Skrill Account to a Skrill Merchant Account as defined in the [Skrill Merchant Terms and Conditions](#); and
- b) Cryptocurrency Transactions, as defined in the [Skrill Cryptocurrency Terms of Use](#),
- c) Where the total transaction volume is in the amount specified in s. 1.3. hereof; and
- d) Where the Eligible Transactions have been completed within the Transaction Period.

3.2 Eligible Transactions for a **bonus reward** are successful:

- a) Send money transactions made in accordance with the [Skrill Terms Of Use](#) from your Skrill Account to a Skrill Merchant Account as defined in the [Skrill Merchant Terms and Conditions](#),
- b) Where the total transaction volume is in the amount specified in s. 1.4. hereof; and
- c) Where the Eligible Transactions have been completed within the Transaction Period.

3.3 The following transactions shall **not** be considered Eligible Transactions for any of the promotion incentives:

- a) Uploads to, and withdrawals from, your Skrill Account;
- b) Transactions between Duplicate Accounts;
- 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) Transactions using the “Skrill Money Transfer” service as appointed in the [Skrill Money Transfer and Conditions](#).

3.4 Cryptocurrency Transactions, as defined in the [Skrill Cryptocurrency Terms of Use](#), are not eligible transactions for a bonus reward.

3.5 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.

4. “VIP Exclusive” Promo Mechanics

4.1 Upgrade to VIP Bronze Level

- 4.1.1 If you make a minimum of *€3,000 (three thousand EUR) of Eligible Transactions, you will receive an upgrade to VIP Bronze Level.
- 4.1.2 Skrill will make reasonable efforts to upgrade the Your Skrill Account within 14 days of completion of the Transaction Period without notice or request. Skrill reserves the right to extend the period by an additional 7 days at latest.
- 4.1.3 Account Holders who achieve VIP Bronze Level during the Transaction Period will be notified in their Account of their VIP Status once active.
- 4.1.4 Your VIP Bronze Level will expire as set out in the [VIP Programme Terms and Conditions](#), 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/>.

- 4.1.5 Following expiry of the Transaction 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](#).
- 4.1.6 Account Holders can still achieve any VIP Level during the Transaction Period if they meet the standard requirements outlined in the [VIP Programme Terms and Conditions](#).
- 4.2 Bonus rewards
- 4.2.1 The respective bonus reward will be paid out to your Skrill account after expiry of the Transaction Period:
- a) for a volume of *€3,000 (three thousand EUR) of Eligible Transactions - *€30 bonus;
 - b) for a volume of *€5,000 (five thousand EUR) of Eligible Transactions - *€50 bonus;
 - c) for a volume of *€10,000 (ten thousand EUR) of Eligible Transactions - *€100 bonus.
- 4.2.2 Skrill will make reasonable efforts to pay out the bonus reward to the Participant's Skrill Account within 30 days of completion of the Transaction Period without notice or request. Skrill reserves the right to extend the period by an additional 7 days at latest.
- 4.3 Each Participant is eligible to receive any of the promo incentives (VIP Bronze level upgrade or a bonus reward) once only.
- 4.4 If you do **not** reach the minimum *€3,000 (three thousand EUR) target before the end of the Transaction Period, you will not be eligible to receive any of the promo incentives (VIP Bronze level upgrade or a bonus reward).

**or your Account currency equivalent*

5. Privacy and Intellectual Property

- 5.1 The processing of Participants' data is governed by Paysafe Group Limited¹'s Privacy Policy which can be found on [Skrill's website](#). 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.
- 5.2 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.

6. Confidentiality

- 6.1 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

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

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.

6.2 During the Transaction 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, advisors or independent contractors with a need to know.

6.3 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.

7. Legal Recourse

7.1 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.

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

7.3 The present Promotion does not apply to residents of countries where it might be considered illegal and/or prohibited.

7.4 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.

7.5 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.

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

7.7 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.

7.8 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.

7.9 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.

7.10 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.

7.11 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.

8. Contact Us

If you have any questions about this Promotional offer, please contact us at affiliatepromotions@paysafe.com.