

## **The Skrill “Cash Bonus” 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 get a 0.5% cash bonus on deposits made to your Skrill account capped at USD 2,000. The Promotion runs from January 11<sup>th</sup> 2023 at 00.00 UTC time and ends on April 11<sup>th</sup> 2023 at 23:59 UTC time (the “**Promotion Period**”).

**1.2** The necessary deposit requirement is:

- 1.2.1 0.5% cash bonus on Deposits made to the account holders Skrill account through the eligible payment methods, made 30 days since the sign up for the promotion. (“**Promotion Period**”);

### **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) 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 Affiliates 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 Cash Bonus Promotion. Right to participate in the Promotion have only end-users who have entered the Promotion through an eligible Promotion Affiliate. All other referrals made through a non-eligible Skrill Promotion Affiliate shall be automatically disqualified;
- d) enter the Promotion through the Skrill Promotion Landing Page within the Promotion Period;
- e) not use your Account for commercial purposes;
- f) 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;
- g) not be a service provider or a direct family member of a service provider to any of the Paysafe group companies, and
- h) Have completed full account verification procedure as per the instructions in your Skrill account before expiry of the Promotion Period;

- i) Have successfully completed an upload to your Skrill account/ funded your Skrill account with an upload method/ payment instrument different than:
- a. Bitcoin;
  - b. NETELLER;
  - c. Paysafecard;
  - d. Person-to-Person payment through your Skrill Account;

## 2.1 Eligible Transactions for 0.5% Cash Bonus:

- 2.1.1 Deposits made to your Skrill account made through the eligible payment methods;
- a. Austria - Sofort & EPS
  - b. Brazil - Pix
  - c. Germany - Sofort & Giropay
  - d. Italy - Cards
  - e. Poland - Blik
  - f. Portugal – Multibanco/MB WAY
  - g. Peru – PagoEfectivo
  - h. Chile – Mach & Khipu
- 2.1.2 Where the Deposits have been completed between January 11<sup>th</sup> 2023 and April 11<sup>th</sup> 2023 the (“**Promotion Period**”) and completed within a 30-day period of signing up for the promotion;
- 2.1.3 Where the users are residents in the eligible countries for the promotion;
- a. Austria
  - b. Brazil
  - c. Germany
  - d. Italy
  - e. Poland
  - f. Portugal
  - g. Peru
  - h. Chile

## 2.2 The following transactions shall **not** be considered Eligible Transactions:

- 2.2.1 Withdrawals from, your Skrill Account;
- 2.2.2 Transactions between linked Accounts with Skrill VIP Status;
- 2.2.3 Transfers from your Skrill Account to your NETELLER Account or vice versa, in case you hold accounts with both Skrill and NETELLER digital wallets;
- 2.2.4 Person-to-Person payment through your Skrill Account;
- 2.2.5 Person-to-Person payment through Skrill IT;
- 2.2.6 Transactions using the “Skrill Money Transfer” service as appointed in the [Skrill Money Transfer and Conditions](#).
- 2.2.7 Send money transactions made from your Skrill Account to a Skrill Merchant

**2.3** 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.

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.

### **3. Privacy and Intellectual Property**

**3.1** The processing of Participants data is governed by Paysafe Group Limited<sup>1</sup>'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.

**3.2** 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.

**3.3** 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.

### **4. Confidentiality**

**4.1** 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.

**4.2** During the Promotion 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.

**4.3** 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.

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<sup>1</sup> Skrill Limited and Paysafe Financial Services Ltd. are part of the Paysafe Group of companies.

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.

## 5. Legal Recourse

**5.1** 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 or the CBI. The Cryptocurrency Service is likewise not regulated by the FCA or the CBI. Skrill Limited has been temporarily registered under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 as a crypto asset business until 31 March 2022, pending the determination of its application by the FCA.

**5.2** This Promotion is brought to you by **Skrill Limited**, a company incorporated in England and Wales with company number 4260907, whose registered office is at Floor 27, 25 Canada Square, London, England, E14 5LQ, United Kingdom (“**Skrill**”) and **Paysafe Payment Solutions Limited**, a company incorporated in Ireland with company number 626665, whose registered office is at Grand Canal House, Grand Canal Street Upper, Dublin 4, DO4 Y7R5, Ireland (“**PSSL**”).

**5.3** For the purposes of these Promotion Terms and Conditions, Skrill Limited and Paysafe Payment

**5.4** Solutions Limited are both referred to as ‘Skrill’, ‘we’ or ‘us’.

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

**5.6** Except as otherwise expressly set forth herein, these Promotion Terms and Conditions shall be read together and interpreted in conjunction with the [Skrill Account Terms of Use](#). In the event of any conflict or inconsistency, these Promotion Terms and Conditions shall prevail (only to the extent of the conflict or inconsistency).

**5.7** 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](#) or the [Skrill VIP Terms and Conditions](#) (as applicable).

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

**5.9** 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.

**5.10** Skrill reserves 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, [Skrill Account Terms of Use](#), [the Skrill VIP Terms and Conditions](#), or attempted to circumvent any security or operational procedures.

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

**5.12** 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.

**5.13** If you are resident outside of the Non-European Economic Area, 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

**5.14** If you are resident in the European Economic Area, 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 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.

**5.15** 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.

**5.16** 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.

**5.17** 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.

## **6. Contact Us**

If you have any questions about this Promotional offer or our services in general, please contact us via e-mail: [affiliatepromotions@paysafe.com](mailto:affiliatepromotions@paysafe.com).

