

## Skrill “Prepaid Mastercard” 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

From 11 April 2024 up until 25 April 2024, Skrill is waiving the 10 EUR card application fee to existing and newly registered Skrill Account holders based in Italy, Czech Republic, Germany, Hungary, Netherlands, Portugal, Romania, Poland and the United Kingdom who have applied for a physical Skrill Prepaid Mastercard during the Promotion Period.

1.1. This Promotion is available only to existing and newly registered Skrill Account holders, as per the [Skrill Account Terms of Use](#) who are (i) resident in Italy, Czech Republic, Germany, Hungary, Netherlands, Portugal, Romania, Poland and the United Kingdom and have registered their Skrill accounts in Italy, Czech Republic, Germany, Hungary, Netherlands, Portugal, Romania, Poland and the United Kingdom and (ii) have applied for a physical Skrill Prepaid Mastercard during the Promotion Period.

### 2. Promotion Period

The Promotion runs for a limited period from 11 April 2024 at 00.01 GMT and ends on 25 April 2024 23.59 GMT (“Promotion Period”).

### 3. Eligibility Criteria

In order to participate in this Promotion, you must meet all the criteria defined and set out below:

- a) have a registered account with Skrill in accordance with the [Skrill Account Terms of Use](#) (“Account”) during the Promotion Period;
- b) apply for a physical Skrill Prepaid Mastercard issued in their name in accordance with the [Skrill Prepaid Mastercard® Terms and Conditions](#) during the Promotion Period;
- c) not use your Account for commercial purposes;
- d) not be an employee or an immediate family member of employee of Skrill Ltd, Paysafe Payment Solutions Limited or any other Paysafe group company. For avoidance of doubt, an “employee” includes contractors and secondees and 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 is prohibited from offering Accounts;
  - h) not have your Account registered and used in any country where this Promotion might be considered illegal and/or prohibited.
  - j) be resident in Italy, Czech Republic, Germany, Hungary, Netherlands, Portugal, Romania, Poland and the United Kingdom and have registered Skrill accounts in those countries..

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**”).

Except as otherwise expressly set forth herein, the current Promotion Terms and Conditions shall be read together and interpreted with the [Skrill Account Terms of Use](#).

#### **4. Privacy and personal data**

The following provisions apply to this Promotion:

- a. The processing of participants data is governed by the Paysafe Group Limited Privacy Policy which can be found on Skrill’s website (<https://www.skrill.com/en/privacy-notice/>). Additional information may be required by Skrill to verify compliance with these Promotion Terms & Conditions. Participants agree that certain of their personal information (first name, surname initial and country location) may be published on different Skrill channels including but not limited to emails, social media and online broadcast.
- b. For the purposes of the Promotion participants grant Skrill and its affiliates a non-exclusive, worldwide, royalty-free, non-transferrable, irrevocable license 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.

#### **5. Confidentiality**

**5.1.** 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.

**5.2.** 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, advisors or independent contractors with a need to know.

**5.3.** Notwithstanding the foregoing, it shall not be a breach of this Promotion for Skrill to disclose Confidential Information if required to do so under law or in a judicial or governmental investigation or proceeding.

**5.4.** The confidentiality obligations in this Clause 5 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 Paysafe's written records, and which was not acquired, directly or indirectly, from the Participant; (iii) Skrill receive 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.

## 6. Legal Recourse

6.1. If you are resident outside of the European Economic Area, this Promotion is brought to you by **Skrill Limited**, a company duly registered under the laws of England and Wales under company number 04478861, whose registered office is at 1st floor, 2 Gresham Street, London, EC2V 7AD, United Kingdom, authorised and regulated by the Financial Conduct Authority (FCA) under the Electronic Money Regulations 2011 for the issuing of electronic money. If you are resident in the European Economic Area, this Promotion is brought to you by **Paysafe Payment Solutions Limited**, a company duly registered under the laws of Ireland, under company number 626665, with its registered office at 70 Sir John Rogerson's Quay, Dublin 2, D02 R296, Ireland, 3rd floor, KILMORE HOUSE, D01 YE64 Ireland, authorised by the Central Bank of Ireland as an electronic money institution under the European Communities (Electronic Money) Regulations 2011, under registration number C184986. Both collectively referred as "Skrill" throughout this Promotion Terms and Conditions.

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

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

6.4. Skrill reserve the right to remove Eligible Participants from the Promotion where Skrill has reason to believe that you have breached or tried to breach these Promotion Terms and Conditions, [Skrill Prepaid Mastercard® Terms and Conditions](#) or the [Skrill Account Terms of Use](#), or attempted to circumvent or impair Skrill's security or operational procedures.

6.5. Insofar as is permitted by law, Skrill, their 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. Your 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.

6.6. All decisions by Skrill are final and binding and no further correspondence will be entered into.

6.7. Skrill is not responsible for: (1) any incorrect or inaccurate information, whether caused by Participants, printing errors or by any of the equipment or programming associated with or utilised in the 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) unauthorised human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the 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 the Promotion or receipt or use or misuse of any prize, bonus, or commission.

6.8. If you are resident outside of 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 in connection with the 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.

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, 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.

6.9. Skrill reserve 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.

6.10. Skrill reserve the right to hold void, cancel, suspend or end the Promotion at any time in its sole discretion or to make changes to this Promotion at any time in their sole discretion by giving written notice to existing Eligible Participants by sending an e-mail to the e-mail address registered with the Eligible Participant's Skrill Account or by amending this Promotion.

6.11. Skrill accept no responsibility for entries not successfully completed due to a technical fault, technical malfunction, computer hardware or software failure, satellite, network or server failure of any kind.

6.12. 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.

6.13. 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. Contact Us

If you have any questions about this Promotional offer 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.