

## NETELLER Promotional 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.

From the 17<sup>th</sup> of September to the 11<sup>th</sup> of October 2019, you can order your contactless Net+ Prepaid Mastercard<sup>®</sup> free of charge. Only the first 15,000 applications will be free as free cards will be distributed on a first-come, first-served basis.

### 2. Eligibility Criteria

In order to participate in this Promotion, you must:

- a) have a registered account with NETELLER in accordance with the NETELLER Account Terms of Use (“**Account**”);
- b) not use your Account for commercial purposes;
- c) not be an employee or an immediate family member of NETELLER, Skrill or any other Paysafe group companies. 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;
- d) not be a service provider or a direct family member of a service provider to any of the Paysafe group companies;
- e) be at least 18 years of age;
- f) not reside or be located in any country that NETELLER are prohibited from offering Accounts; and
- g) not have your Account registered and used in any country where this Promotion might be considered illegal and/or prohibited. You can only take part in this Promotion if you have received the promotional email.

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**”).

### 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 NETELLER's website (<https://www.neteller.com/en/policies/privacy>). Additional

---

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

information may be required by NETELLER 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 NETELLER channels including but not limited to emails, social media and online broadcast.

3.2 For the purposes of the Promotion Participants grant NETELLER 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.

#### **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, transaction data and customer data shall be deemed confidential.

4.2 During the Promotion Period and thereafter, NETELLER 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 NETELLER 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 NETELLER; (ii) is known to NETELLER without restriction, prior to receipt from the Participant in relation to this Promotion, from its own independent sources as evidenced by NETELLER’s written records, and which was not acquired, directly or indirectly, from the Participant; (iii) NETELLER receives from any third party reasonably known by NETELLER 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 NETELLER’s employees or agents provided that NETELLER can show that those same employees or agents had no access to the Confidential Information received hereunder.

#### **5. Legal Recourse**

5.1 This Promotion is brought to you by Paysafe Financial Services Ltd., a company duly registered under the laws of England and Wales under company number 04478861 Floor 27 25 Canada Square, London, England, E14 5LQ, UK (“**NETELLER**”). NETELLER is authorised by the Financial Conduct Authority (FCA) under the Electronic Money Regulations 2011 for the issuing of electronic money.

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

5.3 The present Promotion does not apply to residents of countries where [this Promotion might be considered illegal and/or prohibited](#).

5.4 NETELLER 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. NETELLER 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 NETELLER that could corrupt or affect the administration, security, impartiality or normal course of the Promotion.

5.5 NETELLER reserves the right to remove any Participant from this Promotion where NETELLER has reason to believe a Participant has breached or tried to breach these Promotion Terms and Conditions or the NETELLER Account terms of use (as applicable), or attempted to circumvent any security or operational procedures.

5.6 All decisions by NETELLER are final and binding and no further correspondence may be entered into.

5.7 NETELLER 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.

5.8 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 NETELLER, 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.

5.9 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.

5.10 Insofar as is permitted by law, NETELLER, 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 NETELLER's negligence, for fraud or for any other matter where liability may not as a matter of law be excluded or limited.

5.11 NETELLER 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, 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.