

## The Skrill and NETELLER 'THE GREAT CASH DASH' 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

1.1 We are giving Skrill and NETELLER Account Holders ("Account Holders") the chance to win three (3) headline prizes in our three prize draws plus a final Grand Prize Giveaway prize draw. If the winner has a Skrill Account ("Skrill Account") the amount of the prize would be paid in EUR and if the winner has a NETELLER Account ("NETELLER Account"), the amount specified below would be paid in USD. In case the account is in another currency, you will receive the currency equivalent of you original Account currency as shown above, converted at our standard exchange rate for the day. The prize draws are:

**a) Prize draw 1:**

1st prize = €/\$1000

2nd prize = €/\$500

3rd prize = €/\$300

**b) Prize draw 2:**

1st prize = €/\$2000

2nd prize = €/\$1000

3rd prize = €/\$500

**c) Prize draw 3:**

1st prize = €/\$ 5000

2nd prize = €/\$3000

3rd prize = €/\$2000

**d) Prize draw 4 (Grand Final Giveaway):**

A share of pooled prizes of up to \$/€20,000 altogether

1.2 For Skrill Eligible Participants we are also giving away daily cash drop prizes on [www.skrill.com](http://www.skrill.com), with 96 separate daily prizes of €5 (or other Skrill Account currency equivalent, exchanged at the applicable daily exchange rate) throughout the Entry Period (the "**Daily Cash Drop**"). On 26/11/2017 and 01/01/2018 Skrill Eligible Participants will have the opportunity to win a daily cash prize of €10 (or other Skrill Account currency equivalent, exchanged at the applicable daily exchange rate).

#### 2. Entry Period. Promotion Period.

The full promotion runs from Thursday 7 December 2017 00:00 GMT until Sunday 14 January 2018 23:59 GMT (the "**Entry Period**") and will be separated into three separate stages as set out in the table below. The entire promotion period ("**Promotion Period**") runs until January 16<sup>th</sup> 23:59 GMT by when the Grand Final Giveaway Prize will be drawn:

| Stage | Entry Period for Eligible Transactions   | Prize Draw Date | Headline Prize  |
|-------|--|-----------------|---|
| 1     | 00:01 GMT 7 <sup>th</sup> December 2017 - 23:59 GMT 20 <sup>th</sup> December 2017 | 27 December     | 1 <sup>st</sup> prize = €/\$ 1000<br>2nd prize = €/\$ 500 |

|   |  |            |   |
|---|--|------------|---|
|   |  |            | 3rd prize = €/\$ 300  |
| 2 | 00:01 GMT 21 December 2017 - 23:59 GMT 03 January 2018 | 09 January | 1st prize = €/\$ 2000<br>2nd prize = €/\$ 1000<br>3rd prize = €/\$500 |
| 3 | 00:01 GMT 04 January 2017 - 23:59 GMT 14 January 2017  | 17 January | 1st prize = €/\$ 5000<br>2nd prize = €/\$3000<br>3rd prize = €/\$2000 |
| 4 |  | 16 January | Grand Final Giveaway prize = share of up to €/\$20,000                |

The prize draw dates will be adhered to wherever possible, but may be subject to change.

All prizes (both the Grand Giveaway and the Daily Cash Drop Prizes) are as stated and final, inclusive of all and any fees and taxes., including statutory ones, that might be related thereto. The prizes are non-transferable to another individual or entity. The winners shall be responsible for expenses and arrangements not specifically included in the prizes.

### 3. Eligibility Criteria

In order to participate in this promotion, you must:

a) Have a registered account with either Skrill or NETELLER (as the case may be) or both in accordance with the relevant terms of use: for [Skrill](#) and for [NETELLER](#) (“**Account**”);

b) not use your Account for commercial purposes;

c) not be an employee or an immediate family member of any of the Skrill, NETELLER or Paysafe group companies. For avoidance of doubt “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 an immediate 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 Skrill’s and NETELLER’s products and/or operations, as the case may be, are prohibited from offering Accounts;

g) not reside in the United States of America, Northern Ireland, Russia or Japan.

The above are collectively referred to as the “**Eligibility Criteria**”.

If you satisfy the Eligibility Criteria you are an eligible participant for this promotion (an “**Eligible Participant**”). Skrill and NETELLER reserve the right to require participants to provide evidence demonstrating that they have completed any or all of the entry requirements stated above and that they meet any or all of the Eligibility Criteria, and may at its discretion disqualify any participant if such

evidence is not provided within a reasonable time stipulated by Skrill and/or NETELLER or if Skrill and/or NETELLER (acting reasonably) is not satisfied that the Eligibility Criteria are met.

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.

#### **4. How it works**

4.1 At the start of each stage of the promotion you will receive an email or an in-account banner message from Skrill or NETELLER (as applicable) or both, containing a tailored target of Eligible Transactions for stages 1-3 shown above; you must hit all Eligible Transactions during that stage of the promotion in order to be entered into the prize draw at the end of that stage. For example, if your target for Stage 1 is EUR 200 and you successfully make EUR 200 of Eligible Transactions before the end of stage 1, you will receive an entry into the prize draw for stage 1 as shown in the table in section 2.

Please note that there will be no target set for the Grand Final Giveaway Stage.

4.2 Every time you hit your target and get an entry into the respective staged prize draws you will also get an entry into the Grand Final Giveaway prize draw. You are entitled to only one (1) entry per stage.

4.3 If you successfully hit all 3 of your targets in all 3 stages, through making Eligible Transactions (as defined below), you will receive double the entries into the Grand Final Giveaway Prize Draw.

#### **5. Eligible Transactions**

5.1 Eligible transactions (referred to herein as “**Eligible Transactions**”) are successful when:

a) send money transaction made from your NETELLER Account to any NETELLER Merchant or from your Skrill Account to a Skrill Merchant during the Entry Period;

**(excluding Betfair, Pokerstars, Fulltilt and Exness)**

b) A successful Person-to-Person payment through your NETELLER Account or your Skrill Account.

5.2 The following transactions shall **not** be considered Eligible Transactions:

a) Uploads to, and withdrawals, from your Skrill Account and your NETELLER Account;

b) Transactions between linked accounts, including transactions between two or more linked Skrill Accounts (regardless of any VIP status of any of the account or accounts); transactions between two or more linked NETELLER Accounts (regardless of any VIP status of any of the account or accounts);

c) Transfers from your Skrill Account to your NETELLER Account and vice versa.

5.3 Skrill and NETELLER, in their sole but reasonable discretion, reserve the right to disregard any transaction, pretending to be Eligible Transaction, that is reasonably deemed suspicious of an abuse of this 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.

#### **6. The Three Prize Draws**

6.1 There will be three (3) prize draws (one after each of the 3 stages) as detailed in the above table. 3 winners will be drawn from both qualifying Skrill and NETELLER Eligible Participants (there will be a Skrill and a NETELLER winner for each of the draw prizes at each stage). Winners will be chosen at each stage by a random draw performed by a computer process.

6.2 We will use reasonable efforts to notify prize winners and contact them by email and/or phone call through the contact details that are known to or registered in the respective Skrill or NETELLER Account. Where possible this contact will be made within 48 hours of the prize draw taking place. However, if we are unable to contact prize winners within 48 hours due to reasons that are outside of our reasonable control and/or knowledge, then we reserve the right to revoke the prize winner and randomly select a new one or revoke the prize completely.

## **7. Skrill Daily Cash Drop**

7.1 In addition, throughout the Entry Period, Skrill Account Holders may have the opportunity to win a daily cash prize of €5 (or currency equivalent, exchanged at the applicable daily exchange rate). On 26/11/2017 and 01/01/2018 Skrill Account Holders will have the opportunity to win a daily cash prize of €10 (or currency equivalent, exchanged at the applicable daily exchange rate).

7.2 To win the Skrill Daily Cash Drop prize, Skrill Account Holders must login to their Account, visit the **'The Great Cash Dash'** promotion page and click the Daily Cash Drop button. Each Skrill Account Holder will only be able to click once per day.

7.3 96 times each day, a winner will be selected at random by a computer programme from the people who have clicked the Cash Drop button that day. Four winners will be selected per hour.

7.4 The €5/ €10 (or currency equivalent, exchanged at the applicable daily exchange rate) prize will be paid directly into your Skrill Account within 5 days (where possible). No contact will be made with the winners.

7.5 Daily Cash Drop Prizes are not available to NETELLER Account Holders.

## **8. Grand Final Giveaway Prize Draw**

Skrill and NETELLER Eligible Participants can enter the Grand Final Giveaway by hitting their targets at each stage of the promotion; they can view their target in their Account or through promotional emails ("**Grand Final Giveaway Eligible Participant**") Where the Eligible Participant hits any of their targets, they will qualify for the Grand Final Giveaway prize draw. An Eligible Participant can hit their target via Eligible Transactions as listed in point 5 hereof. If an Eligible Participant hits all 3 targets within the promotional period, they will gain double the entries into the Grand Final Giveaway Prize Draw.

8.1 Grand Final Giveaway Prize Winners will be drawn at random by a computer programme on 16/01/2018.

8.2 We reserve the right to reselect a new Grand Final Prize Draw Winner if the initial winner does not agree or is unable to participate in the Grand Final Giveaway Prize Draw Challenge on the 16/01/2018.

8.3 Grand Final Prize Draw Winners will be contacted by email and/or phone call through the contact details that are known to either Skrill or NETELLER. Where possible contact will be made within 48 hours of the prize draw taking place.

8.4 We will use reasonable efforts to notify the Grand Final Prize Draw Winner. However, if we are unable to contact a Grand Final Prize Draw Winner or if the Grand Final Prize Draw Winner has not

responded to us within 48 hours, then we reserve the right to revoke the original one and randomly select a new winner or to revoke the prize completely.

## **9. Grand Final Giveaway Challenge – How It Works**

**Skrill and NETELLER reserve the right to replace the prize with an alternative prize of equal or higher value if circumstances beyond our control makes it necessary to do so.**

9.1 Each Skrill and NETELLER Grand Final Giveaway Eligible Participant will automatically win €//\$ 5,000 upon participation in the Grand Giveaway Challenge.

9.2 In the Grand Final Giveaway Challenge, a NETELLER and Skrill Grand Final Giveaway Eligible Participant must separately take part in the 'Pick a Card' challenge via a video call. Both a Skrill and NETELLER Grand Final Giveaway Eligible Participant will choose 5 out of 20 face down cards. Each card contains a monetary value, the total amount of the 5 cards chosen will be awarded as a cash prize to the Grand Final Prize Draw Winner.

9.3 Both the Skrill and NETELLER Grand Final Giveaway Eligible Participants must have adequate internet connection and access to a video call application (to be disclosed to the Grand Final Giveaway Eligible Participants upon acceptance to participate in the challenge) in order to take part in the 'Pick a Card' challenge. If they do not, they cannot participate in the challenge and a new winner will be selected.

9.4 Any cash prizes will be paid into the respective winners' Skrill and/or NETELLER Account (as applicable) within 5 days of completing the challenge. If the finalists fail to complete the Grand Final Giveaway Challenge for any reason, they will lose the opportunity to win the additional prize money from the "Pick a Card" challenge.

## **10. Privacy and Personal Data**

10.1 The processing of your personal data is governed by Skrill's Privacy Policy which can be found on Skrill's website (<https://www.skrill.com/en/footer/privacypolicy/>) and respectively NETELLER's Privacy Policy which can be found on NETELLER's website (<https://www.NETELLER.com/en/policies/privacy>). If you are any prize winner, additional information may be required to verify compliance with these promotion terms and conditions.

10.2 All prize winners agree that personalised details (first name, surname initial and country location; by way of example "John D. from Germany") can be published on Paysafe marketing channels including, but limited to Skrill.com, NETELLER.com, Paysafe.com, emails, social media and online broadcast.

10.3 For the fulfilment of the prizes we rely on suppliers with whom we need to share personal details. By accepting the prize the winner will be required to enter into an agreement with the prize supplier for the fulfilment of the prize.

## **11. Legal Recourse**

11.1 This promotion is brought to you jointly 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") and Paysafe Financial Services Ltd., a company duly registered under the laws of England and Wales under company number 4478861 whose registered office is at Compass House, Chivers Way, Cambridge, CB24 9AD, UK ("NETELLER"). Skrill shall be responsible for

organization of the promotion concerning the Skrill Account Holders and the Skrill Daily Cash Drop Prizes and NETELLER shall be responsible for the promotion in relation to the NETELLER Account Holders. Skrill and NETELLER are authorised by the Financial Conduct Authority (FCA) under the Electronic Money Regulations 2011 for the issuing of electronic money.

**11.2 This promotion does not apply to customers of Skrill USA Inc.**

11.3 Participants are deemed to have accepted and agreed to be bound by these terms and conditions upon entry. Skrill and NETELLER reserve the right to refuse entry, or refuse to award the prize to anyone in breach of these terms and conditions.

11.4 Skrill and NETELLER reserve the right to hold void, cancel, suspend or end the promotion at any time in their sole discretion or to make changes to this promotion at any time in their sole discretion by giving notice to existing participants by sending an e-mail to the e-mail address registered with the participant's account or by amending these promotion terms and conditions.

11.5 Insofar as is permitted by law, Skrill and NETELLER, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees. Your statutory rights are not affected.

11.6 Skrill and NETELLER reserve the right to remove you from this promotion where they have reason to believe that you have breached or tried to breach these promotion terms and conditions or the Account Terms Of Use as applicable, or attempted to circumvent any security or operational procedures.

11.7 Skrill and NETELLER 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.

11.8 All decisions by Skrill and NETELLER are final and binding.

11.9 Skrill and NETELLER are not responsible for:

- (1) the cost of any applicable currency conversion fees;
- (2) any incorrect or inaccurate information, whether caused by participants, printing errors or by any of the equipment or programming associated with or utilised in this promotion;
- (3) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software;
- (4) unauthorised human intervention in any part of the entry process or this promotion;
- (5) technical or human error which may occur in the administration of this promotion or the processing of entries; or
- (6) 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.

11.10 All issues and questions concerning the construction, validity, interpretation and enforceability of these promotion terms and conditions, or the rights and obligations of the participant and Skrill and NETELLER (as applicable), 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.

11.11 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.

## **12. Confidentiality**

12.1 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;

12.2 During the Promotion Period and thereafter, Skrill and 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.

12.3 Notwithstanding the foregoing, it shall not be a breach of these promotion terms for Skrill and/or NETELLER to disclose Confidential Information if required to do so under law or in a judicial or governmental investigation or proceeding.

12.4 The confidentiality obligations in this Clause 12 shall not apply to information that (i) is or becomes public knowledge through no action or fault of Skrill and/or NETELLER; (ii) is known to Skrill and/or NETELLER without restriction, prior to receipt from the participant in relation to this promotion, from its own independent sources as evidenced by Skrill’s and/or NETELLER’s written records, and which was not acquired, directly or indirectly, from the participant; (iii) Skrill and/or NETELLER receive from any third party reasonably known by Skrill and/or 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 Skrill’s and/or NETELLER’s employees or agents provided that Skrill and/or NETELLER can show that those same employees or agents had no access to the Confidential Information received hereunder.

## **13. 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.