

The Skrill and NETELLER Germany Upload 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 During the Promotion Period, Skrill Ltd. (“**Skrill**” or “**we**”) and Paysafe Financial Services Ltd. (“**NETELLER**” or “**we**”) will charge German customers an 2.5% upload fee for certain deposit methods when they upload funds to their Skrill or NETELLER account (“**Promotion**”).
- 1.2 Foreign exchange fees will still apply to uploads. All other fees stated in the applicable Skrill and NETELLER Account Terms of Use remain unchanged.
- 1.3 Deposit methods reduced to 2.5% for Skrill are NETELLER.
- 1.4 Deposit methods reduced to 2.5% for NETELLER are Skrill and Neosurf.

2. The Promotion Period

- 2.1 This promotion runs until 31 July 2018 23:59 GMT (“**Promotion Period**”).

3. Eligibility Criteria

In order to participate in this promotion, you must:

- 3.1 Have a registered account with either Skrill or NETELLER in Germany, as the case may be in accordance with the relevant [Skrill Account Terms of Use](#) or [NETELLER Account Terms of Use](#) (“**Account**”);
- 3.2 not use your Account for commercial purposes;
- 3.3 not be an employee or an immediate family member of any of the Skrill, NETELLER or 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;

3.4 not be a service provider or a direct family member of a service provider to any of the Paysafe group companies;

3.5 be at least 18 years of age;

3.6 not reside or be located in any country that Skrill and NETELLER, as the case may be, are prohibited from offering Accounts;

3.7 Not reside in the United States of America, Northern Ireland, Canada, Sweden, Japan and Russia, or any country where this Promotion would be considered illegal gambling or require gambling licence;

3.8 The above mentioned are collectively referred to as the "Eligibility Criteria". For the purposes of this Promotion a participant is a member that meets all of the Eligibility Criteria ("**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 both Skrill and NETELLER (acting reasonably) is not satisfied that the Eligibility Criteria are met.

3.9 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. Eligible Transactions

Eligible Transactions which are considered successful:

4.1 Only successful uploads to a Skrill or NETELLER Digital Wallet using one of the upload options available to customers in Germany will be deemed eligible;

4.2 Excludes transfers to your Skrill Account from another Skrill account and transfers to your NETELLER Account from another NETELLER account and transfer from Skrill and NETELLER merchants;

4.3 Upload must be made within the "Promotion Period".

Skrill and NETELLER reserve the right to disregard any Eligible Transactions for this promotion that they, in their sole but reasonable discretion, deem an abuse of the Promotion or Skrill's and/or NETELLER's Acceptable Use Policy (AUP) including but not limited to 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 Privacy and Intellectual Property

6.1 The processing of Participants data is governed by Paysafe Group Limited¹'s Privacy Policy which can be found on Skrill's website (<https://www.skrill.com/en/footer/privacypolicy/>) and on NETELLER's website (<https://www.neteller.com/en/policies/privacy>). Additional information may be required by Skrill and 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 Skrill and/or NETELLER channels including but not limited to emails, social media and online broadcast.

6.2 For the purposes of the Promotion Participants grant Skrill and NETELLER a nonexclusive, 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.

7 Confidentiality

7.1 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.

7.2 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.

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

7.4 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 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

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

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.

8 Legal Recourse

- 8.1 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 and Paysafe Financial Services Ltd., a company duly registered under the laws of England and Wales under company number 04478861 Compass House, Chivers Way, Cambridge, CB24 9AD, UK. Skrill and NETELLER are authorised by the Financial Conduct Authority (FCA) under the Electronic Money Regulations 2011 for the issuance of electronic money.
- 8.2 By entering this Promotion, you agreed to these Promotion Terms and Conditions.
- 8.3 The present Promotion does not apply to residents of the United States of America, Canada, Northern Ireland, Sweden, Japan and Russia or customers of Skrill USA Inc.
- 8.4 Skrill and NETELLER reserve the right to end this Promotion at any time in their sole discretion or to make changes to this Promotion at any time in their sole discretion by sending written notice to the e-mail address registered to your Account or by amending these Promotion Terms and Conditions on www.skrill.com or www.neteller.com. Skrill and NETELLER 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 and/or NETELLER that could corrupt or affect the administration, security, impartiality or normal course of the Promotion.
- 8.5 Skrill and NETELLER reserve the right to remove from this Promotion any Participant where they have reason to believe a Participant has breached or tried to breach these Promotion Terms and Conditions or the Skrill or NETELLER Account terms of service (as applicable), or attempted to circumvent any security or operational procedures, including but not limited to Transactions that have no commercial purpose.
- 8.6 All decisions by Skrill and NETELLER are final and binding and no further correspondence will be entered into.

- 8.7 Skrill and NETELLER are 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 utilised 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) unauthorised human intervention in any part of the entry process or 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.
- 8.8 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 and NETELLER, as applicable, in connection with this Promotion shall be governed by, and construed in accordance with the laws of England and Wales, without giving effect to any choice of law or conflict of law rules (whether of England and Wales or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than England and Wales.
- 8.9 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.
- 8.10 Insofar as is permitted by law, NETELLER, 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. 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 and/or Skrill's negligence, for fraud or for any other matter where liability may not as a matter of law be excluded or limited.
- 8.11 NETELLER and/or 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

9 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 the Skrill or NETELLER website or by calling +44 203 308 2520.