

‘Spot the Ball’ 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 & NETELLER is offering its Account holders (“**Account Holders**”) the opportunity to be entered in a prize draw if they correctly ‘Spot the ball’ and meet transactional requirements, subject to the following terms & conditions.

1.2 The Promotion is for a limited period only.

1.3 Participants must make a single transaction to one of our merchants on our exclusive offers page ([Skrill/NETELLER](#)) by 18 December 2018 23.59 GMT. Any amount.

1.4 *The prizes include:

Subject to the Terms and Conditions below we are giving away the following prizes in order of selections closest to the missing ball location.

1st Prize: 12 Skrill and 12 NETELLER selected winners in order will win a share €2,500, from a shared prize pool of €5,000.

- 2x €1,000 (i.e. Closest Skrill and NETELLER customer will each win 1x €1,000)
- 2x €500
- 4x €250
- 10x €100

2nd Prize: 7th closest customer on Skrill and NETELLER will each win a pair of sporting tickets:

- 1x Pair Football Tickets **or** 1x Pair Cricket Tickets **or** 1x Pair Tennis

3rd Prize: 8th closest customer on Skrill and NETELLER will each win a sport shirt of their choice up to the value of €150 or cash equivalent.

** Tickets & sports shirt are subject to availability. Skrill and NETELLER reserve the right to make changes if and where needed. All prizes are as stated and final, inclusive of all and any exchange rates, fees and taxes, including statutory ones, that might be related thereto. The prizes are non-transferable to another individual or entity.*

2. The Promotion Period

For both Skrill and NETELLER this Promotion runs from 04 December 2018 00.01 GMT until 18 December 2018 23.59 GMT (the “**Promotion Period**”).

3. Eligibility Criteria

In order to participate in this Promotion, you must:

- a) Hold a registered and active 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 Skrill, NETELLER 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;
- 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 in which Skrill or NETELLER does not offer Accounts; and
- g) the present Promotion does not apply to residents of countries where this Promotion might be considered illegal and/or prohibited

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. Please note, that you are allowed to make 2 entries only if you hold an account with both the Skrill and the NETELLER Digital Wallets.

4. Eligible Transactions

4.1 Eligible Transactions are transactions made to a merchant on our [Skrill](#) or [NETELLER](#) exclusive offers page on from your Skrill or NETELLER account. Transactions are mutually exclusive of either wallet.

4.2 The following transactions (without limitation) shall **not** be considered Eligible Transactions:

- a) Uploads to, and withdrawals from, your Skrill or NETELLER Account;
- a) Transactions between linked Accounts with Skrill and NETELLER VIP Status;
- b) Transfers from your Skrill Account to your NETELLER Account or vice versa, in case you hold Accounts with both Skrill and NETELLER digital wallets;
- c) Person-to-Person payment through your Skrill or NETELLER Account;

- d) Person-to-Person payment through Skrill IT;
- e) Transactions using the “Skrill Money Transfer” Service as described in the [Skrill Money Transfer Terms and Conditions](#).

4.3 Skrill and NETELLER 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.

5. ‘Spot the Ball’ Promo Mechanics

5.1 Correctly guess the location of the ball by dragging the ‘ball’ onto the image.

5.2 Enter your email address (the one associated with your Skrill or NETELLER account) in the box below so we can match your selection to your transaction.

5.3 Make an eligible transaction to a merchant on our exclusive offers page during the Promotion Period for any amount. Granting you eligibility into the ‘Spot the Ball’ competition. Selections in order of the closest to the missing ball location will win the stated prizes (Section 1.4).

5.4 Winning customers will be selected on 31 December 2018. Winners closest to missing ball will be determined by image coordinates. If more than one participant selects the same coordinates, winners will be determined by who made selection first.

5.5 Winning Account Holders will be notified by 14 January 2019. Cash prizes will be deposited in account by 31 January 2019 23.59 GMT. Sporting tickets and sports shirt prizes are to be given out by a time frame deemed by Skrill and NETELLER, while liaising with winning participants.

6. Privacy and Intellectual Property

6.1 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 Terms and Conditions.

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

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, transactional data and customer data shall be deemed confidential.

7.2 During the Promotion Period and thereafter, Skrill or 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 or 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 or NETELLER; (ii) is known to Skrill 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 or NETELLER written records, and which was not acquired, directly or indirectly, from the Participant; (iii) Skrill or NETELLER receives from any third party reasonably known by Skrill 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 or NETELLER employees or agents provided that Skrill 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 ("**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**"), both entities together referred to as "**we**" or "**us**" or "**our**" from time to time throughout these Terms and Conditions. Skrill shall be responsible for organization of the Promotion concerning the Skrill Account Holders 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.

8.2 By entering this Promotion, you agree to these Promotion Terms and Conditions.

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

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

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

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 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.

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 or 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.

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, Skrill, 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 Skrill's or NETELLER's negligence, for fraud or for any other matter where liability may not as a matter of law be excluded or limited.

8.11 Skrill or 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 their 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 Promotion 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.