These Terms and Conditions ("**Terms**") govern the Christmas Promo ("**Promotion**") offered by Handepay Ltd ("**Handepay**" or "**Promoter**"), commencing on 27 November 2023 and ending on 21 December 2023 ("**Promotion Period**").

New customers who meet the Eligibility criteria and enter into a new acquiring agreement and terminal hire agreement with Handepay's third party acquiring providers, arranged through Handepay during the Promotion Period, have the opportunity to receive a £50 Love2Shop e-gift card.

Please read the following Terms carefully and keep a copy for your information.

## **1. ELIGIBLITY**

1.1 In order to be an eligible participant for the Promotion, you must be new to Handepay products and services and must not have an existing acquiring agreement or terminal leasing agreement with a third-party partner approved by Handepay.

## 2. **PARTICIPATION**

- 2.1 To participate in the Promotion, you must:
  - (a) enter into merchant acquiring services agreement arranged by Handepay with a third-party acquiring partner approved by Handepay ("**New Acquiring Agreement**"). For the avoidance of doubt, the New Acquiring Agreement must have been approved by the acquirer by no later than 31 January 2024;
  - (b) enter into a terminal hire agreement arranged by Handepay with a provider approved by Handepay ("**New Terminal Agreement**");
  - (c) have installed your new terminal within 14 days of delivery and performed your first successful card transaction using the terminal; and
  - (d) have paid your first rental of the Minimum Term (as set out in your New Terminal Agreement).

## 2.2 Promo Payment

- 2.2.1 Within 28 days of meeting the participation requirements under clause 2.1, you shall receive a digital £50 Love2Shop e-gift card ("**Promo Payment**").
- 2.2.2 The Promo Payment shall be sent to you by email to the email address provided to Handepay as part of the initial Handepay onboarding process.

2.2.3 The payment shall not include any other costs or charges of any kind.

## **3. OTHER TERMS**

- 3.1 This offer is not transferable and cannot be exchanged for cash or any other alternatives.
- 3.2 The decision of Handepay is final in all respects and no dispute or correspondence will be entered into.
- 3.3 Handepay does not accept any liability for lost or delayed Promo Payments, howsoever caused.
- 3.4 Handepay reserves the right to refuse any participant for any reason at its sole discretion.
- 3.5 Handepay may request further information or documentation, as may reasonably be required, in order to assess and process the Promo Payment.
- 3.6 The Love2Shop voucher that is the subject of the Promo Payment is subject to its own terms and conditions of use, provided by Park Card Services Ltd. Please visit https://www.love2shoprewards.co.uk/login.php to register your voucher, and for terms and conditions. Handepay are not responsible for any issues relating to the redemption or use of the voucher.
- 3.7 Handepay reserves the right to verify the eligibility of all Promo Payments and may, in its sole discretion, refuse to make a participant fails to satisfy any eligibility requirements set out in these Terms or where we suspect that a false or fraudulent submission is being made or misleading information has been given.
- 3.8 Responsibility is not accepted for any applications for services arranged through Handepay that are deficient, lost or delayed as a result of any computer hardware, network or software failure of any kind.
- 3.9 To the extent that you have supplied personal data in relation to this Promotion, such personal data shall be used exclusively for the administration of activities in relation to this Promotion only. For the avoidance of doubt, this will not change or amend any standing personal information you may have previously provided in relation to other products or services provided by or through

Handepay, or the use of such information in relation to such products or services. Please see our privacy policy at <u>https://www.handepay.co.uk/privacy/.</u>

- 3.10 Handepay and its associated agencies and group companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with the Promotion or these Terms, except for any liability which cannot be excluded by law (including personal injury, death and fraud) in which case that liability is limited to the minimum allowable by law.
- 3.11 If for any reason any aspect of this Promotion is not capable of running as planned, Handepay may (in its sole discretion) cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries (this includes, without limitation, by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of Handepay which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion).
- 3.12 By taking part in this Promotion in any way, you: (i) agree to be bound by these Terms; (ii) confirm that you are not restricted from complying with these Terms in any way; and (iii) confirm that all information provided is accurate, up-to-date and complete to the best of your knowledge and ability.
- 3.13 These Terms prevail in the event of any conflict or inconsistency with any other communications including advertising or promotional materials.
- 3.14 Handepay reserves the right to withdraw or amend the Promotion and/or these Terms at any time, details of which will be shared on <u>https://retailer.paypoint.com/support/product-t&cs</u>.
- 3.15 These Terms shall be governed by English law and the English courts shall have exclusive jurisdiction.

In these Terms, references to Handepay shall mean, Handepay Ltd, with registered office 1 The Boulevard, Shire Park, Welwyn Garden City, AL7 1EL.