

## **Handepay Ltd- Refer-A-Friend Scheme**

### **Terms and Conditions**

These Terms and Conditions (“Terms”) govern the Refer-A-Friend scheme (“Scheme”) offered by Handepay Ltd (“Handepay” or “Promoter”), the details of which are provided below.

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

### **1. DEFINITIONS**

1.1 For the purpose of this Scheme, the following definitions shall apply:

1.1.1 Handepay Merchant means a business who obtains acquiring services through Handepay.

1.1.2 Referrer means a Handepay Merchant who wishes to submit a Referral of another merchant who does not currently receive such services through Handepay.

1.1.3 Referee means a merchant who has been referred to Handepay by a Referrer, in order to become a Handepay Merchant.

1.1.4 Referral means the submission of a Referee’s details by the Referrer via the referral form in accordance with Section 2.

### **2. THE SCHEME**

#### **2.1 Eligibility**

2.1.1 Referrers must be an existing Handepay Merchant aged 18 or over at the time the Referral is made, and the Referral must be for a valid Referee.

2.1.2 Referees must not include any employees of Handepay, or any Handepay group company, and their families, and any other affiliates or anyone else who may be involved or connected with Handepay.

#### **2.2 Participation**

2.2.1 In order to participate, the Referrer must complete and submit a Referral via the referral form available at <https://www.handepay.co.uk/refer-a-friend/> providing the following details:

2.2.1.1 Referrer name, business email address and business/company name

2.2.1.2 Referee name, business email address, phone number, business/company name and registered business postcode.

2.2.2 Any Referrals submitted without full information required may not be considered.

2.2.3 By submitting a Referral, the Referrer confirms and warrants that they have the full consent and acknowledgement of the Referee to submit their personal information to Handepay for the purpose of taking part in this Scheme. In the event Handepay is made aware that a Referee has not provided fully informed consent to their data being shared, the Referral shall be void, and the Referrer shall not be entitled to participate further.

### 2.3 Successful Referrals and Payment

2.3.1 A Referral shall be considered a Successful Referral if the merchant acquiring provider accepts the Referee and the Referee has commenced transacting within 2 months of the date of the Referral. In the event the Referee is declined, the Referral shall be deemed unsuccessful and no payment shall be made.

2.3.2 Referral Payment – For each Successful Referral, the Referrer will receive a Love2Shop e-gift card on the basis of the following tiering:

- £50 Love2Shop e-gift card for the 1st Successful Referral
- £75 Love2Shop e-gift card for the 2nd Successful Referral
- £100 Love2Shop e-gift card for the 3rd Successful Referral

2.3.3 The maximum number of Successful Referrals in a cycle is 3. Any referrals after this shall re-start at 1 and shall follow the tiering in accordance with clause 2.3.2 above. The maximum e-gift card value payable at any one time is £100.

2.3.4 The Referral Payment shall be delivered within 60 days of the Referee commencing transacting and shall be sent by email to the email address provided by the Referrer to Handepay as part of the Handepay Merchant onboarding.

2.3.5 At the time the Referral Payment becomes due, the Referrer must have a live merchant account, with no debt or other outstanding payments identified in relation to its merchant acquiring service or any other third party products or services arranged by or through Handepay.

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

### 2.4 Number of Referrals

2.4.1 There is no limit to the number of retailers that a Referrer can refer under this Scheme, although the maximum number of Successful Referrals in a cycle is 3.

2.4.2 Handepay reserves the right to refuse a Referrer further Referrals where such Referrals have culminated in a large number of Referees being terminated (for any reason) within 6 months of entering into the Agreement.

### **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 Referral Payments, howsoever caused.

3.4 In the event that a Referee is referred more than once, only the first Referrer to submit a Successful Referral will be eligible to receive the payment under this Scheme.

3.5 Handepay reserves the right to refuse any Referral or Referee for any reason, including but not limited to, instances where the Referee has previously terminated its position as a Handepay Merchant.

3.6 Handepay may request further information or documentation, as may reasonably be required, in order to assess and process the Referral and/or the Referral Payment as applicable.

3.7 The Love2Shop e-gift card that is the subject of the Referral Payment is subject to its own terms and conditions of use, provided by Park Card Services Limited. Please visit the Love2Shop registration site to register your e-gift card, and for terms and conditions visit <https://www.highstreetvouchers.com/COMMON/corporate/terms/Love2shop-e-Gift-Cards-End-User-TCs.pdf>. Handepay are not responsible for any issues relating to the redemption or use of the e-gift card.

3.8 E-gift cards are provided to the merchant business not the individual. You are solely responsible for any tax liability or tax declarations you and/or your business may need to make in respect of the e-gift card.

3.9 Handepay reserves the right to verify the eligibility of all Referrals and/or Referral Payments and may, in its sole discretion, refuse to make a payment if the Referrer and/or Referee 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.

3.10 Responsibility is not accepted for any Referrals that are deficient, lost or delayed as a result of any computer hardware, network or software failure of any kind.

3.11 To the extent that you have supplied personal data in relation to this Scheme, such personal data shall be used exclusively for the administration of activities in relation to this Scheme 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.

3.12 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 Scheme 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.

3.13 If for any reason any aspect of this Scheme is not capable of running as planned, Handepay may (in its sole discretion) cancel, terminate, modify or suspend the Scheme, 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 Scheme).

3.14 By taking part in this Scheme 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.

3.15 These Terms prevail in the event of any conflict or inconsistency with any other communications including advertising or promotional materials.

3.16 Handepay reserves the right to withdraw or amend the Scheme and/or these Terms at any time; details of which will be shared on the Handepay support or terms pages.

3.17 These Terms shall be governed by English law and the English courts shall have exclusive jurisdiction.