



This Sim activation bonus scheme (the “Bonus Scheme”) is being run by PayPoint Network Limited of 1 The Boulevard, Shire Park, Welwyn Garden City, Hertfordshire, AL7 1EL (“PayPoint”) and is only open to eligible PayPoint retailers (“Retailers”).

1. **Bonus Scheme Period:** Subject as provided in these Terms and Conditions, including but not limited to clause 4, this Bonus Scheme will run from 12.01am on 1 April 2019 until further notice. Retailers will be provided with 14 days written notice of the withdrawal of the Bonus Scheme.
2. **Retailer Eligibility:** All Retailers who are current PayPoint retailers (meaning they have not served or had served on them notice to terminate their PayPoint relationship) throughout the Bonus Scheme Period will be eligible for Bonus Scheme payments.
3. **Product Eligibility:** Bonus Scheme payments will be made in respect of all mobile network SIMs provided by PayPoint from the following networks: EE, giffgaff, Lebara, Lyca, O2, Three and Vodafone. Bonus Scheme payments will only be made in respect of initial activations by calendar month of SIMs by first top up (“**Activations**”), and not for any subsequent top ups of activated SIMs. If you do not wish to participate in this Bonus Scheme, please email sims@paypoint.com.
4. **Bonus Scheme Payments:**

4.1 For Activations by calendar month until and including 31st August 2019, the following sums will be paid on a monthly basis to a Retailer in respect of the number of Activations as follows:

Number of Activations (inclusive)	Monthly Bonus Scheme amount payable
5 to 9	£10
10 to 15	£25
16 and over	£50

4.2 For Activations by calendar month with effect from and including 1st September 2019, the following sums will be paid on a monthly basis to a Retailer in respect of the number of Activations:

Number of Activations (inclusive)	Monthly Bonus Scheme amount payable
10 to 15	£30
16+	£50

4.3 Bonus Scheme payments are exclusive of VAT where you have notified PayPoint that you are VAT registered. PayPoint reserves the right to vary qualifying Activation numbers and Bonus Scheme payments upon providing Retailers with 14 days’ written notice. Payments will be made to Retailers into their standard PayPoint bank account, and will be made up to 90 days from the end of the month in which the Activation took place.

5. Retailers must not facilitate any connections, top ups or Activations through any fraudulent or inappropriate activity. Fraudulent or inappropriate activity includes (but is not limited to) generating or facilitating artificial sales or network traffic, single top up misuse to commercially

benefit from the Bonus Scheme and a deterioration in quality of connections and top ups procured by the Retailer. Such activities will be deemed ineligible for the purposes of this Bonus Scheme and may (at the discretion of PayPoint) result in the exclusion of the Retailer from the Bonus Scheme. Further, PayPoint reserves the right to withhold or reclaim any Bonus Scheme payments whether or not already paid where (at the discretion of PayPoint) it believes Activations have been made through fraudulent or inappropriate means or if a Retailer is otherwise in breach of these terms and conditions. Such reclaims may be deducted from settlement sums or as a separate debit.

6. Bonus Scheme payments are not transferable or exchangeable and cannot be redeemed for any other form of compensation. However, PayPoint reserves the right to substitute Bonus Scheme payments, in its sole discretion, for other forms of compensation of equal or higher value.
7. In all aspects of this Bonus Scheme, PayPoint's decision is final and no correspondence will be entered into regarding the Bonus Scheme. If, and while, a Retailer or their Activations are deemed not to comply with these terms and conditions, the Retailer's Activations will not qualify towards this Bonus Scheme.
8. By accepting any Bonus Scheme payments, Retailers will be deemed to have accepted and be bound by these terms and conditions.
9. **Data:** The running of this Bonus Scheme will not generate any additional data beyond what is already created for the sale and activation of SIMs. Data used as part of this Bonus Scheme will be used as set out in these terms and for standard running of PayPoint services. For further information on how PayPoint uses your data, please see our privacy policy at <https://www.paypoint.com/en-gb/retailer/privacy-statement>.
10. Retailers will be contacted by PayPoint separately if PayPoint would like to feature the Retailer as part of any promotion of this Bonus Scheme.
11. **General:** PayPoint accepts no responsibility for network failure or delay resulting in late, incomplete, incorrectly submitted, corrupted or misdirected Activations or payment of Bonus Scheme payments. Further, PayPoint and its associated agencies and companies will not be liable to any Retailer 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 this Bonus Scheme or accepting any Bonus Scheme payments. Retailers are responsible for the correct tax treatment and accounting of all Bonus Scheme payments they receive.
12. If for any reason any aspect of this Bonus Scheme is not capable of running as planned, PayPoint may (in its sole discretion) cancel, terminate, modify or suspend the Bonus Scheme, or invalidate any affected Activations (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 PayPoint which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Bonus Scheme).
13. This Bonus Scheme will be governed by the laws of England and will be subject to the exclusive jurisdiction of the Courts of England and Wales.