

## The NETELLER “VIP Fast Lane” 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 NETELLER is offering its Account Holders (“**Account Holders**”) the opportunity to upgrade to VIP Silver Level by transacting to a NETELLER merchant account, retaining the level until 31-August 2024. The Promotion will be active between 28<sup>th</sup> February and 31<sup>st</sup> May, and the transactions must be completed within the period of signing up for the promotion (“**Promotion Period**”).
- 1.2 This Promotion covers upgrades to VIP Silver or Gold Level **only** and the Terms and Conditions outlined below shall not be applicable to upgrades to Diamond and Exclusive Levels.
- 1.3 The necessary transaction volumes are as follows:
  - a) for an upgrade to VIP Silver Level - \* \$5,000 (five thousand USD);
  - b) for an upgrade to VIP Gold Level - \* \$15,000 (fifteen thousand USD).

### 2. Eligibility Criteria

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In order to participate in this Promotion, you must:

- a) hold an active Account in NETELLER in accordance with the [NETELLER Account Terms of Use](#) (“**Account**”);
- b) be at least 18 years of age;
- c) have opened your Account through a NETELLER Promotion eligible referrer (“**Referrer**”). For the purpose of this Promotion a Referrer is an Affiliate, a person or entity that has been duly onboarded in accordance with the [Paysafe Affiliates Terms and Conditions](#). In order to qualify as a Referrer under this Promotion and to be deemed eligible Promotion Referrer, the Affiliate has been pre-selected by NETELLER and contacted personally by NETELLER upfront in writing. Any such Affiliate shall embed on their site a banner or a direct tracking link appointing the Promotion and leading to the NETELLER “**VIP Fast Lane**” promotion landing page (“**Promotion Landing Page**”). All other Promotion entries of Account Holders who have opened their Account through a non-eligible NETELLER Promotion Affiliate shall be disqualified.
- d) have entered the Promotion through the Referrer Promotion Landing Page as created by NETELLER. All other Promotion entries of Account Holders who have not entered the Promotion through the Referrer Promotion Landing Page shall be disqualified.
- e) not use your Account for commercial purposes as set out in the [NETELLER Account Terms of Use](#);
- f) have completed full account verification procedure as per the instructions in your NETELLER account before expiry of the Promotion Period;
- g) have not held VIP status by the time of Promotion entry;

- h) have not benefited through your Account or any of your Duplicate Accounts from another promotion of the same mechanics, including but not limited to previous conducts of this or other promotions of the same Affiliate or promotions carried out by other Affiliates. For the purposes of this Promotion “**Duplicate Accounts**” shall mean NETELLER Accounts held by the same person.
- i) not be an employee or an immediate family member of 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;
- j) not be a service provider or a direct family member of a service provider to any of the Paysafe group companies.

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. Any entries of Account Holders with suspended or terminated Accounts as set out in the [NETELLER Account Terms of Use](#) may be rejected.

Participants may make a maximum of 1 (one) entry into the Promotion. Any entries in addition to this shall be disqualified.

### **3. Eligible Transactions**

3.1 Eligible Transactions for an upgrade to VIP Silver level are successful:

- a) Send money transactions made from your NETELLER Account to a NETELLER Merchant Account in accordance with the [NETELLER Terms Of Use](#), and
- b) Cryptocurrency Transactions, as defined the [NETELLER Cryptocurrency Terms of Use](#)
- c) Where the total transaction volume is in the amount specified in s. 1.3. hereof, and
- d) Where the Eligible Transactions have been completed within the Promotion Period.

3.2 The following transactions shall **not** be considered Eligible Transactions for any of the promotion incentives:

- a) Uploads to, and withdrawals from, your NETELLER Account;
- b) Transactions between linked Accounts with NETELLER VIP Status. For the purposes of this Promotion “**Linked Accounts**” shall mean accounts held by the same person;
- c) Transfers from your NETELLER Account to your Skrill Account or vice versa, in case you hold Accounts with both NETELLER and Skrill digital wallets;
- d) Person-to-Person payment through your NETELLER Account;

3.3 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.

#### **4. “VIP Fast Lane” Promo Mechanics**

4.1 If you make a minimum of:

- a) \*\$5,000 (five thousand USD) of Eligible Transactions, you will receive an upgrade to VIP Silver Level;
- b) \*\$15,000 (fifteen thousand USD) of Eligible Transactions, you will receive an upgrade to VIP Gold Level.

4.2 NETELLER will make reasonable efforts to upgrade the Your NETELLER Account within 14 days of completion of the Promotion Period without notice or request. NETELLER reserves the right to extend the period by an additional 7 days at latest.

4.3 Account Holders who achieve VIP Silver or Gold Level during the Promotion Period will be notified in their Account of their VIP Status once active.

4.4 Your VIP Silver or Gold Level will expire as set out in the [VIP Programme Terms and Conditions](#), unless you meet the standard minimum requirement of the respective VIP level. Full details can be found on <https://www.neteller.com/en/neteller-vip-nav-item/neteller-vip/>.

4.5 Your VIP Silver or Gold Level will expire on 31-August-2024 unless you meet the standard minimum requirement of the respective VIP level. Full details can be found on <https://www.neteller.com/en/vip/overview>.

4.6 Account Holders can still achieve any VIP Level during the Promotion Period if they meet the standard requirements outlined in the [VIP Programme Terms and Conditions](#).

4.7 Each Participant is eligible to receive any of the promo incentives (VIP Silver level upgrade) once only.

4.8 If you do **not** reach the minimum \$5,000 (five thousand USD) or your Account currency equivalent of the target before the end of the Promotion Period, you will not be eligible to receive any of the promo incentives (VIP Silver or Gold level upgrade).

#### **5. Privacy and Intellectual Property**

5.1 The processing of Participants data is governed by Paysafe Group Limited<sup>1</sup>’s Privacy Policy which can be found on NETELLER’s website (<https://www.neteller.com/en/policies/privacy>). Additional information may be required by 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 NETELLER channels including but not limited to emails, social media and online broadcast.

5.2 For the purposes of the Promotion Participants grant NETELLER and its affiliates a nonexclusive, worldwide, royalty-free, non-transferrable, irrevocable license 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.

## 6. Confidentiality

6.1 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.

6.2 During the Promotion Period and thereafter, 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.

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

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 NETELLER; (ii) is known to NETELLER without restriction, prior to receipt from the Participant in relation to this Promotion, from its own independent sources as evidenced by NETELLER’s written records, and which was not acquired, directly or indirectly, from the Participant; (iii) NETELLER receives from any third party reasonably known by 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 NETELLER’s employees or agents provided that NETELLER can show that those same employees or agents had no access to the Confidential Information received hereunder.

## 7. Legal Recourse

7.1 **Paysafe Financial Services Limited**<sup>1</sup>, a company incorporated in England and Wales with company number 4478861, whose registered office is at Floor 27, 25 Canada Square, London, England, E14 5LQ, United Kingdom (“NETELLER”) and **Paysafe Payment Solutions Limited**, a company incorporated in Ireland with company number 626665, whose registered office is at Grand Canal House, Grand Canal Street Upper, Dublin 4, DO4 Y7R5, Ireland (“**PPSL**”).

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<sup>1</sup> Paysafe Financial Services Ltd. and Paysafe Payment Solutions Limited are part of the Paysafe Group of companies.

- 7.2 By entering this Promotion, you agreed to these Promotion Terms and Conditions.
- 7.3 The present Promotion does not apply to residents of countries where it might be considered illegal and/or prohibited.
- 7.4 NETELLER reserves 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. NETELLER reserves 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 NETELLER that could corrupt or affect the administration, security, impartiality or normal course of the Promotion.
- 7.5 NETELLER reserves the right to remove any Participant from this Promotion where NETELLER has reason to believe a Participant has breached or tried to breach these Promotion Terms and Conditions or the NETELLER Account terms of use (as applicable), or attempted to circumvent any security or operational procedures.
- 7.6 All decisions by NETELLER are final and binding and no further correspondence may be entered into.
- 7.7 NETELLER is 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.
- 7.8 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 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.
- 7.9 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.
- 7.10 Insofar as is permitted by law, 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 NETELLER's negligence, for fraud or for any other matter where liability may not as a matter of law be excluded or limited.

7.11 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 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.

## **8. Contact Us**

If you have any questions about this Promotional offer, please contact us at [affiliatepromotions@paysafe.com](mailto:affiliatepromotions@paysafe.com).