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**Retailer Rewards Retailer Terms**  
**(Products: PMI - DELIA Dark Green and DELIA Classic Gold)**

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1. **CAMPAIGN**

1.1 By using the RRP you confirm to PayPoint that You, the Retailer:

1.1.1 Wish to participate in this Campaign and earn Retailer Rewards, both being subject to these Terms; and

1.1.2 That you have all necessary right and authority to enter into these Terms and to perform the obligations and exercise the rights under these Terms.

<b>Campaign Name:</b>	PMI Delia Nationwide Retailer Rewards
<b>Campaign Description:</b>	Scan 2 SKUs for £10
<b>Reward Period:</b>	1 <sup>st</sup> May -
<b>The SKU's that are applicable to the Campaign are:</b>	DELIA Dark Green DELIA Classic Gold
<b>The Rewards payable to a Retailer are as follows (the amounts indicated are inclusive of VAT):</b>	£10 for scanning 2 SKUs <b>EAN:</b> DELIA CLASSIC DARK GREEN PMP - 5061006986366 DELIA CLASSIC GOLD PMP - 5061006986335
<b>Survey:</b>	N/A
<b>Survey Questions:</b>	N/A
<b>Additional Terms as per clause 9.2.2:</b>	N/A

1.2 This Campaign is a separate agreement and does not entitle or guarantee your participation in any other Campaign, either now or in the future.

2. **THE GENERAL RETAILER AGREEMENT**

2.1 These Terms are considered as “other documentation” pursuant to Section 1 Clause A.2.5(f) of your General Retailer Agreement.

2.2 These terms only amend or vary your General Retail Agreement as expressly set out herein. Your GRA is only varied to the extent of these Terms and in no other manner.

2.3 In addition to the provision of the Transaction Services provided by the Retailer in return for the Service Fee, the Service Fee paid by the Retailer to PayPoint shall additionally grant to the Retailer the non-exclusive licence to use the RRP and the possibility of participating on a voluntary basis in the Retailer Rewards which are accessible via the RRP.

3. **INTERPRETATION**

3.1 In these Terms, unless it is stated or the context otherwise requires, the following definitions shall apply:

<b>App:</b>	the PayPoint Retailer Rewards Platform.
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<b>General Retailer Agreement:</b>	the agreement between the Retailer and PayPoint in terms of which the Retailer is appointed to Provide Agency Services to PayPoint. The terms of this agreement are to be found at
<b>GRA:</b>	the General Retailer Agreement, the latest version which can be found at <a href="http://www.paypoint.com/bookletofterms">http://www.paypoint.com/bookletofterms</a>
<b>Maintenance Release:</b>	any release of the RRP that corrects faults, adds functionality or otherwise amends or upgrades the RRP, but which does not constitute a New Version.
<b>New Version:</b>	any new version of the RRP which from time to time is publicly offered by PayPoint, on the Equipment, in the course of its normal business, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product.
<b>Prize Promotions:</b>	Participation in any prize draws, prize competitions or other similar promotions in our RRP.
<b>Rewards:</b>	Means the amount to be paid by the Client to a Retailer for participating in a Campaign.
<b>Retailer Rewards Platform / RRP</b>	the computer programme (also known as Retailer Rewards) installed, operating and accessible through the Equipment, including any Maintenance Release thereof, belonging to PayPoint which allows a Retailer to (a) indicate to PayPoint that it holds a particular item in its stock of merchandise and to record this information, without a physical attendance by the Service Provider (“the Virtual Visit”), which information can be used, to reward the Retail Outlet for holding that stock in its store; and/or (b) participate in a survey.
<b>Reward Period:</b>	The period during which the Reward(s) can be earned by the Retail Outlet.
<b>Terms</b>	When used in this Agreement, means this Retailer Rewards Retailer Agreement.

3.2 All capitalised terms not defined in these Terms have the meanings given to them in the General Retailer Agreement.

#### 4. **AUTHORITY AND GOOD FAITH BY THE RETAILER**

4.1 By using the RRP you confirm to PayPoint that you have all necessary right and authority to enter into these Terms, and to perform the obligations and exercise the rights under these Terms, as the Retailer on behalf the Retailer, and that by doing so you are not, and will not be, in breach of any applicable law or regulation or any agreement with or obligation to a third party.

4.2 You further confirm to PayPoint that you will at all times comply with all applicable laws and regulations in relation to your access to and use of the RRP and that you shall exercise the upmost good faith in your use the RRP and participation in any Campaign and any services made available through the RRP.

4.3 In addition to these Terms, your use of the RRP and participation in Retailer Rewards may also be subject to other terms and conditions and policies referred to herein and in your GRA with us. Your

participation in the Retailer Rewards is entirely conditional on Your compliance with the GRA and your GRA remaining in force and effect.

**5. ACCEPTANCE OF OUR TERMS**

5.1 In order for us to provide the RRP to you and for you to participate in the Retailer Rewards, you must agree to be bound by these Terms and by using the RRP, you agree, on behalf of the Retailer, to accept and be bound by these Terms and this will form a legally binding contract between You and PayPoint in respect of Your use of the RRP and participation in the Retailer Rewards on each occasion that you choose to Participate in the Retailer Rewards

5.2 If you do not agree to accept these Terms you must not use the RRP.

5.3 You acknowledge that where you participate in any prize draws, prize competitions or other promotions on our RRP (“Prize Promotions”), such participation will be subject to the separate terms and conditions applicable to the relevant Prize Promotion (“Prize Promotion Terms”), in addition to these Terms. It is your responsibility to review any applicable Prize Promotion Terms prior to participating in any Prize Promotion. In the event of any conflict between these Terms and any Prize Promotion Terms, these Terms will prevail in respect of your right to access and use the RRP, but otherwise the Prize Promotion Terms will prevail.

**6. AMENDMENT OF TERMS**

6.1 Unless indicated, these Terms apply the Campaign referenced in clause 1 (“Campaign”) and PayPoint reserves the right to change these Terms at any time including to reflect changes affecting the RRP, our technology, licensing arrangements and payment methods, and relevant laws and/or regulatory requirements.

6.2 Any changes to the Terms during a Campaign will be notified to you via the RRP and/or via email, after which Your continued use of the RRP after any such changes constitutes your acceptance of the new and/or amended Terms. If you do not agree to (or cannot comply with) the new or amended Terms, you must cease using the RRP.

**7. LICENCE TO USE THE RRP**

7.1 We grant you a non-exclusive, non-transferable, revocable licence to use the RRP in your day to day business as a Retailer and only on your Equipment. All rights in the RRP are reserved by PayPoint and the PayPoint Group. This clause 7.1 shall survive the Reward Period.

7.2 You are responsible for ensuring that a) all persons accessing our RRP on your Equipment comply with these Terms and b) all staff who are involved in the Campaign do so exercising the utmost good faith and comply with these Terms.

**8. YOUR USE OF THE RRP**

8.1 You shall not:

8.1.1 interfere with, or disrupt, the RRP or any servers or networks connected to the RRP, including by transmitting any worms, viruses, malware, spyware or any other code of a destructive, malicious or disruptive nature;

8.1.2 inject content or code or otherwise alter or interfere with the way any page of the RRP is rendered or displayed in a user’s browser or device;

8.1.3 access the RRP via a means not authorised in writing in advance by PayPoint, including but not limited to, automated devices, scripts, bots, spiders, crawlers or scrapers (except for standard search engine technologies);

- 8.1.4 attempt to restrict another user of the RRP from using or enjoying the RRP and you must not encourage or facilitate the breach of these Terms by others;
  - 8.1.5 access or use the RRP or engage in any activity through the RRP for any illegal or fraudulent purpose or any other unauthorised purpose; and/or
  - 8.1.6 do or permit to be done, anything that would or is likely to defame or adversely affect the name, image, or reputation of PayPoint and/or a brand to which a Campaign relates and/or its or their goodwill, business names, and/or trademarks.
- 8.2 If you have a complaint against PayPoint or a brand to which a Campaign relates, you shall contact PayPoint in the first instance. We shall use reasonable endeavours to address any such complaint.
- 8.3 You irrevocably agree not to make any claim or demand, arising out of or in connection with your use of the RRP, against any brand to which a Campaign relates.
- 8.4 You acknowledge and accept that PayPoint and/or any brand associated with a Campaign may at any time and for any reason suspend or withdraw a Campaign. We may give advance notice of such suspension or withdrawal but are not obliged to. You acknowledge and agree that any purchasing decisions or other reliance you may make in respect of the Campaign are at your own risk and in the event of such suspension or withdrawal, neither PayPoint or the brand associated with such Campaign, shall have any liability to you in respect of such suspension or withdrawal.
- 8.5 The whole of this clause 8 shall survive the Reward Period.
9. **PARTICIPATING IN PROMOTIONS USING THE RRP**
- 9.1 The RRP may permit you to access content relating to various brands and to participate in Campaigns in order to earn Rewards.
- 9.2 In order to participate in Campaigns, you may be required to:
- 9.2.1 submit text or materials (such as photographs) as evidence of participation by the Retailer ('Your Content'); and
  - 9.2.2 indicate your agreement to additional terms and conditions which apply to each such Campaign.
- 9.3 Your Content will not be moderated by PayPoint before being uploaded to the RRP.
- 9.4 You shall ensure that Your Content shall not:
- 9.4.1 breach any third party rights anywhere in the world including third party copyright, trade marks, patents and other intellectual property rights and laws;
  - 9.4.2 contain any other identifiable brands or logos other than those of the brand to which the Brand Engagement relates;
  - 9.4.3 contain the image, or parody of any individual unless you have the express consent of any individual featured in Your Content to use their image;
  - 9.4.4 contain any material which is or may reasonably be considered to be threatening, defamatory, obscene, indecent, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, or in breach of confidence, a parody of the brand involved in the campaign, or which promotes a political or ideological message or cause or outcome; or
  - 9.4.5 be illegal; or

9.4.6 be technically harmful (by way of example it must not include any computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

9.5 By uploading Your Content to the RRP, you hereby grant PayPoint and the brand to which the Campaign relates an irrevocable, sub-licensable, non-exclusive licence (which is unlimited in time) to view and use Your Content without restriction, including for commercial purposes including marketing and promotional use.

9.6 We may in our sole and unfettered discretion determine whether Your Content is suitable for inclusion on the RRP and may at our sole and unfettered discretion remove Your Content from the RRP at any time.

9.7 The provisions of clauses 9.2, 9.3, 9.4, 9.5 and 9.6 shall survive the Reward Period.

## 10. **REWARDS**

10.1 In consideration for your participation in the Campaign, you may be entitled to a Reward as will be specified in clause 1 ("Campaign").

10.2 Once you have taken all steps required of you to participate in the Campaign you may be required to provide evidence that such steps have been completed, for example by uploading a photograph of stocked items ('Evidence') (all Evidence requirements shall be displayed on the RRP or in clause 1 ("Campaign")).

10.3 The Evidence you upload to the RRP of your participation in the Campaign shall be subject to our review. During this period whilst we review the Evidence you have submitted, any Reward payable will be pending and not earned or payable and only once we have approved your Evidence an amount equivalent to the Reward shall be credited to You.

10.4 We shall, and You agree that PayPoint make payments to you of Rewards in accordance with the payment processes contained in section 'G.1 Banking' your GRA, specifically clauses G.1.2 (b). it being agreed by You that the Rewards constitute 'any commission (and/or any other ad hoc payments)' referred to in the said clause G.1.2 (b), and G.1.8. For the avoidance of doubt, the Rewards earned in any one month shall be taken into account for the purposes of determining 'Our Total Amount' in Clause G.1.5 at the end of the month and the Rewards shall then be applied to determine an amount to be paid to you within 30 days of the end of that month.

10.5 Payments as calculated in accordance with G.1 Banking, shall continue to be made into the bank account that You have nominated in accordance with clause G.1.3 of the GRA.

10.6 You shall be responsible for all tax liability in respect of any Reward earned by you in connection with any Campaign. The Rewards that you earn shall be reflected on your self-billing invoices as contemplated and provided for in clause G.2.1 of the GRA.

10.7 Without affecting our rights under clause 13, if at any time (whether during or after a Campaign we become aware or have reasonable grounds to believe that:

10.7.1 you are or were ineligible to participate in the relevant Campaign;

10.7.2 you have acted fraudulently or in any other unlawful manner in connection with your participation in a Campaign ;

10.7.3 your Evidence is inaccurate, incomplete and/or misleading or otherwise invalid,

you will immediately cease to be entitled to the relevant Reward and, if PayPoint have already paid the Reward to you, you will immediately repay to us an amount equivalent to such Reward upon

receiving notice from us requiring the Reward to be repaid. You agree that this amount may be recovered by means of the net settlement provided in clause G.1.8 of the GRA and that the amount to be repaid by You shall constitute “any monies” as provided for in clause G.1.8(ii) of the GRA. We further reserve the right to terminate your access to the RRP and to remove the RRP from Your Equipment until the matter is resolved to our reasonable satisfaction.

## 11. DATA PROTECTION

11.1 You agree that Part E- Confidentiality and Information of the GRA shall apply to these Terms.

## 12. INTELLECTUAL PROPERTY RIGHTS IN OUR CONTENT & THE RRP

12.1 Your access to any information, data, images, photographs, videos and other content displayed on the RRP (including in respect of brands associated with Campaigns) (‘Our Content’) is permitted in accordance with, and subject to your compliance with, these Terms.

12.2 You shall not:

12.2.1 access Our Content via a means not authorised in writing in advance by PayPoint, including but not limited to, automated devices, scripts, bots, spiders, crawlers or scrapers (except for standard search engine technologies);

12.2.2 use, or cause others to use, any automated system or software to extract Our Content from the RRP except in cases where you or any applicable third party has entered into a written agreement with us that expressly permits such activity; or

12.2.3 use Our Content for any illegal or unauthorised purpose.

12.3 Our Content, the RRP and all software contained within the RRP are protected by copyright, trademarks, patents and other intellectual property rights and laws. All intellectual property rights in the RRP and Our Content are (as between you and us) owned by us.

12.4 You agree that PayPoint and the brands associated with Campaigns shall be entitled to use aggregated data arising in connection with provision of the RRP and Campaigns in connection with improving or providing products and services.

12.5 You agree that you shall not:

12.5.1 rent, lease, sub-license, loan, provide, or otherwise make available, the RRP to any person without prior written consent from us;

12.5.2 copy the RRP or Our Content, except as part of the normal use of the RRP;

12.5.3 translate, merge, adapt, vary, alter or modify, the whole or any part of the RRP or Our Content nor permit the RRP or Our Content or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the RRP as permitted in these Terms;

12.5.4 disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the RRP nor attempt to do any such things, except as permitted at law; or

12.5.5 use the RRP to create any software that is substantially similar in its expression to the RRP.

## 13. BREACH OF THESE TERMS BY THE RETAILER

13.1 If you are in breach of, or we suspect you are in breach of, these Terms or any other terms and conditions or policies referred to in them then we may take any/all of the following actions, such actions not in any manner limiting our actions:

- 13.1.1 issue a warning to you;
- 13.1.2 effect an immediate, temporary or permanent withdrawal of your access to Your RRP Account and/or the RRP;
- 13.1.3 take legal action against you; and/or
- 13.1.4 disclose such information to law enforcement authorities as we reasonably feel is necessary.

#### 14. **TERMINATION**

- 14.1 We have the right to suspend or terminate your access to the RRP at any time, without notice, for any reason, including without limitation, breach of these Terms. We may also at any time, at our sole discretion, discontinue the RRP or any part thereof without prior notice and you agree that we shall not be liable to you or any third party for any termination of your access to the RRP.

#### 15. **WARRANTIES, DISCLAIMERS AND LIMITATION OF LIABILITY**

- 15.1 The RRP is provided on an 'AS IS' and 'AS AVAILABLE' basis without any representation or endorsement made and without further warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
- 15.2 PayPoint makes no warranty that the RRP will meet your requirements, that Our Content will be accurate or reliable, that the functionality of the RRP will be uninterrupted or error free, that defects will be corrected or that the RRP or the server that makes it available are free of viruses or anything else which may be harmful or destructive.
- 15.3 PayPoint will not be liable under these Terms for any loss or damage caused by PayPoint or any of its employees or agents in circumstances where:
  - 15.3.1 there has been no breach of a legal duty of care which is owed by PayPoint or any of its employees or agents; and/or
  - 15.3.2 the loss or damage is not a reasonably foreseeable result of any breach of these Terms.
- 15.4 You agree you will have no claim against us, in respect of any decision to remove the RRP or any decision to suspend or terminate your access to the RRP.
- 15.5 In the absence of any negligence or other breach of duty by us, the use by you of the RRP is entirely at your risk.
- 15.6 To the maximum extent permitted by law, PayPoint will not be liable for any:
  - 15.6.1 indirect or consequential loss or damage whatsoever;
  - 15.6.2 for loss of business, opportunity, data, profits, wasted expenditure or compensation paid or payable to customers, arising out of or in connection with the use of the RRP or otherwise in connection with these Terms.
- 15.7 You shall indemnify and keep indemnified PayPoint against all costs, expenses, damages and losses suffered or incurred or paid by PayPoint as a result of or in connection with your acts or omissions in connection with use of the RRP, including non-compliance with these Terms, the Brand Engagement Terms and/or any applicable terms and conditions or policy referred to in these Terms, except to the extent such costs, expenses, damages or loss arises directly as a result of any breach by PayPoint of these Terms.'

15.8 Nothing in this clause 15 shall have the effect of excluding or limiting either PayPoint's liability or your liability for fraud or for death or personal injury caused by our/your negligence (as applicable).

## 16. **AVAILABILITY OF THE RRP**

16.1 We aim to make the RRP as useful and safe to use as possible; however, we cannot guarantee that the RRP will:

16.1.1 stay the same as we might change the RRP or remove it altogether;

16.1.2 be available all the time or at any specific time;

16.1.3 be accurate and up-to-date; and/or

16.1.4 be error-free or free of viruses, electronic bugs, Trojan horses or other harmful components and you must take your own precautions accordingly.

16.2 You also acknowledge that while we take security and confidentiality seriously, due to various factors such as the nature of software and use of the internet:

16.2.1 we cannot guarantee the performance or security of our RRP; and

16.2.2 we will not be responsible for any damage or loss you may suffer directly or indirectly as a result of any virus attack that can be traced to our RRP, to the fullest extent permissible by law.

## 17. **TRANSFER OF RIGHTS AND OBLIGATIONS**

17.1 You may not transfer, assign, sub-license or otherwise dispose of any rights or obligations arising under or in connection with the RRP, without PayPoint's prior written consent.

17.2 You agree that PayPoint may transfer, assign, charge or otherwise dispose of any rights or obligations arising under or in connection with the RRP.

## 18. **SEVERANCE**

If any of these Terms should be found to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such term shall be removed and the remaining terms shall survive and remain in full force and effect and continue to be binding and enforceable.

## 19. **THIRD PARTY RIGHTS**

A person who is not a party to these terms has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms, but this clause does not affect a right or remedy of a third party which exists or is available apart from that Act.

## 20. **GOVERNING LAW**

These Terms and the use of the RRP generally and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such contracts or their formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## 21. **NOTICES**

All notices given to or by Us must be given in accordance with clause J.4.1 of your GRA.

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