

**PayPal Christmas Prize Draw
Terms & Conditions**

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN TO LEGAL RESIDENTS OF THE UNITED KINGDOM (“UK”) WHO ARE EIGHTEEN (18) YEARS OF AGE AND OLDER, WHO ARE PHYSICALLY LOCATED AND RESIDE IN THE UK AND WHO ARE HOLDERS OF A VALID UK ACCOUNT WITH PAYPAL IN GOOD STANDING (“VALID ACCOUNT”) BY 00:00:00 GREENWICH MEAN TIME (“GMT”) ON 1 NOVEMBER 2021 AND THROUGH THE TIME OF PRIZE AWARD. VOID WHERE PROHIBITED. A COPY OF THESE TERMS & CONDITIONS IS AVAILABLE FOR THE DURATION OF THIS PRIZE DRAW AT WWW.PAYPAL.COM/UK/GIVEAWAY.

IMPORTANT: All £25, £50, and £250 prizes expire at 23:59:59 GMT on 31 December 2021. If such prizes are not used by 23:59:59 GMT on 31 December 2021, they will expire, and Sponsor (defined below) will have no further responsibility to the winner. Must maintain a Valid Account to use the £25, £50, and £250 prizes.

1. Eligibility: The PayPal Christmas Prize Draw (the “**Prize Draw**”) is open only to legal residents of the UK who are at least eighteen (18) years old and Valid Account holders by 00:00:00 GMT on 1 November 2021. Valid Account must be maintained in good standing through the time of prize award Use of Valid Account is subject to the PayPal User Agreement available at <https://www.paypal.com/uk/webapps/mpp/ua/useragreement-full>. Those with PayPal business accounts are not eligible to participate. Officers, directors, and employees of PayPal Pte Ltd, Merkle Inc., and their parent, subsidiary, and affiliate companies, as well as the immediate family (spouse, domestic partner, parents, legal guardians, siblings, legal wards and children) and household members of each such person are not eligible. Participation in the Prize Draw constitutes entrant’s full and unconditional agreement to these Terms & Conditions. Sponsor’s and Administrator’s (defined below) decisions are final and binding in all matters related to the Prize Draw. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: PayPal Pte Ltd, a company incorporated in Singapore, with registered number 200509725E and registered address at 5 Temasek Boulevard, #09-01, Suntec Tower Five, Singapore 038985 (“**Sponsor**”). **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075, U.S.A. (“**Administrator**”).

3. Timing: The Prize Draw begins on 1 November 2021 at 00:00:00 GMT, ends on 19 December 2021 at 23:59:59 GMT (the “**Promotion Period**”), and consists of up to seven (7) independent “**Weekly Entry Periods**” as set forth in the chart below (the “**Weekly Entry Period Chart**”). Sponsor’s servers are the official time-keeping devices for the Prize Draw.

Weekly Entry Period	Starts at 00:00:00 GMT	Ends as 23:59:59 GMT	Approximate Drawing Date
1	1 November 2021	7 November 2021	11 November 2021
2	8 November 2021	14 November 2021	18 November 2021
3	15 November 2021	21 November 2021	25 November 2021
4	22 November 2021	28 November 2021	2 December 2021
5	29 November 2021	5 December 2021	9 December 2021
6	6 December 2021	12 December 2021	16 December 2021

7	13 December 2021	19 December 2021	23 December 2021
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4. How to Enter: There are two ways to enter the Prize Draw in each Weekly Entry Period:

- i) **By making Qualified Payment(s) (defined below):** During the Promotion Period, visit the “Promotional Site” at www.paypal.com/uk/giveaway and follow the instructions to opt-in to the Prize Draw, which will include logging into your Valid Account. **Important:** You are required to opt-in before you can receive entries by making Qualified Payments; if you do not opt-in before you make a Qualified Payment you will not receive entries to any of the Weekly Entry Periods. You are only required to opt-in to the Prize Draw one time during the Promotion Period.

For each Qualified Payment (as defined below) that you make during a Weekly Entry Period, you will automatically receive one (1) entry into the applicable Weekly Entry Period drawing associated with the time and date that the transaction is marked as “completed” in PayPal’s systems. As used in these Terms & Conditions, the term “Qualified Payment” means a transaction of Ten Pounds Sterling (£10) or more with your Valid Account: (a) via the PayPal checkout button; (b) via a donation with PayPal donation button or PayPal Giving Fund; and (c) using the QR code scan/pay functionality in the PayPal mobile app (where accepted). The following types of transactions using your Valid Account will not qualify as a Qualified Payment: (i) PayPal send and receive payments (including both Good & Services and Friends & Family); (ii) the purchase or sale of any form of cryptocurrency using the PayPal service; and (iii) payments made in connection with “Give at Check Out” (e.g., donations to charitable organisations made at the time of checkout) ([i]-[iii] are individually and collectively referred to herein as “Non-Eligible Payments”). You will not receive any entries into the Prize Draw for any Non-Eligible Payments or transactions. The time and date of the Qualified Payment is the time and date that the Qualified Payment is marked as “completed” in PayPal’s systems. A payment that is returned, refunded, result in a failed capture, or otherwise not completed during the applicable Weekly Entry Period will not be deemed a Qualified Payment and therefore will not result in an entry for the Weekly Entry Period drawing. If the Qualified Payment is ultimately completed, it will be included in the applicable Weekly Entry Period drawing.

- ii) **Without Making Qualified Payment(s):** To enter without making a Qualified Payment, customers must visit the Promotional Site, click on the Free Entry Link (<https://www.paypal.com/uk/signin?returnUrl=/uk/webapps/mpp/holiday-giveaway/terms-amoe>), and follow instructions to log in with their PayPal account, agree to these Terms & Conditions, and click the button to make fifty (50) entries into the applicable Weekly Entry Period associated with the time and date the entry is received. Each entry must be submitted separately. All entries must be received by the end of the applicable Weekly Entry Period in order to participate in that Weekly Entry Period. Sponsor’s database clock will be the official timekeeper for this Sweepstakes. Proof of submission is not considered proof of receipt by Sponsor of such entry.

Limit on Prize Draw entries: limit of fifty (50) entries per Weekly Entry Period per person and per Valid Account regardless of method of entry.

Weekly Entry Periods are independent of each other and non-winning entries will not roll over into subsequent Weekly Entry Periods. Multiple entrants are not permitted to share the same Valid Account or email address. Any attempt by any entrant to obtain entries by using multiple/different email addresses, identities, Valid Accounts, or any other fraudulent methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorised account holder of the email address used to register will be deemed to be the entrant. The “**authorised account holder**” is the natural person assigned an email address by an Internet access provider, online service provider or other organisation responsible for assigning email addresses for the domain associated with the submitted address.

5. Prize Drawing: Administrator is an independent organisation and it will randomly select by a computerised process the potential Weekly Entry Period winners from all eligible entries received during each applicable Weekly Entry Period on or around the dates listed in the Weekly Entry Period Chart. The potential winners will be notified the telephone and/ or the e-mail associated with their Valid Account. The potential winners of the £10,000.00 prizes must respond to the Sponsor within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize cannot be contacted, declines the prize, fails to respond or provide any requested information within the required time period (where applicable), or the prize is returned as undeliverable, the potential winner forfeits the prize. Note: eligible participants who are also U.S. citizens will be required to fill out required tax forms. Receiving a prize is contingent upon compliance with these Terms & Conditions. In the event that a potential winner forfeits the prize or is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

6. Prizes: There are four types of prizes available in each Weekly Entry Period. The quantity of each type of prize available is different for each Weekly Entry Period. The prizes available for each Weekly Entry Period are set forth in the table below. The four prizes that are available are as follows: (i) Ten Thousand Pounds Sterling (£10,000.00) cash to be transferred to the winner's Valid Account, subject to verification; (ii) Two Hundred and Fifty Pounds Sterling (£250.00) to shop or donate with PayPal; (iii) Fifty Pounds Sterling (£50.00) to shop or donate with PayPal; and (iv) Twenty-Five Pounds Sterling (£25.00) to shop or donate with PayPal. **Prizes are subject to additional terms set forth below.**

	<u>Week 1</u> <u>Prize</u> <u>Quantity</u>	<u>Week 2</u> <u>Prize</u> <u>Quantity</u>	<u>Week 3</u> <u>Prize</u> <u>Quantity</u>	<u>Week 4</u> <u>Prize</u> <u>Quantity</u>	<u>Week 5</u> <u>Prize</u> <u>Quantity</u>	<u>Week 6</u> <u>Prize</u> <u>Quantity</u>	<u>Week 7</u> <u>Prize</u> <u>Quantity</u>
£10,000.00	3	3	3	3	3	3	3
£250.00	273	455	546	273	91	91	91
£50.00	2,049	3,414	4,097	2,049	683	683	683
£25.00	19,125	32,599	38,249	19,125	6,375	6,375	6,375

All winners must have a U.K. Valid Account at time of prize award in order to receive, access, and use the prize. A prize will not be awarded to a winner with a locked, closed or restricted account. Retail Value of each prize is the value stated in Column 1 above. Receipt and use of the prizes are subject to the terms of the PayPal User Agreement (<https://www.paypal.com/uk/webapps/mpp/ua/useragreement-full>). Depending on how you decide to use your prize, the transaction may be subject to PayPal's standard fees (<https://www.paypal.com/uk/webapps/mpp/paypal-fees>), which are subject to change.

IMPORTANT INFO FOR £25/£50/£250 VALUE PRIZES: These prizes may be redeemed on any Qualified Payment and may not be redeemed on any Non-Eligible Payment. **If you do not use the prize by 23:59:59 GMT, it will expire and Sponsor will have no further responsibility to you.** Prizes will be viewable in the “Wallet” section of your Valid Account for personal or premier accounts. For business accounts, the prize will only be visible during checkout and on the purchase transaction receipt(s). Use of the prize will be reflected on your PayPal receipt and/or in the transaction details of your Valid Account.

Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor’s sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize during any of the Weekly Entry Periods depend on the number of eligible entries received for each applicable Weekly Entry Period. Limit: Each entrant may receive one (1) prize during each Weekly Entry Period. The £25, £50 and £250 prizes will be fulfilled within approximately 5 days of winner confirmation. The £10,000 prizes will be fulfilled within 4 weeks of winner confirmation.

Total value of all prizes is £4,553,475.

7. Release: By participating, each entrant agrees to release and hold harmless Sponsor, Administrator, Apple Inc., and any promotional partners, each of their parent, subsidiary, affiliate, and related companies, and each of its and their respective officers, directors, members, representatives, employees, and agents (collectively the “Released Parties”) from and against any losses, damages, rights, claim, or cause of action of any kind arising, in whole or in part, directly or indirectly, out of participation in the Prize Draw or any Prize Draw-related activity, or resulting directly or indirectly, from acceptance, possession, receipt, use, or misuse of any prize awarded in connection with the Prize Draw, including without limitation claims based on publicity rights, defamation, and/or invasion of privacy.

Notwithstanding this section 7 (Release), nothing in these Terms & Conditions shall be construed to limit or exclude any liability of the Released Parties for fraud, death or personal injury caused by the Released Parties’ negligence.

8. Publicity: Winners may be required to participate in publicity relating to the Prize Draw.

9. General Conditions: In its sole discretion, Sponsor reserves the right to: (a) void participation of any participant who Sponsor believes has attempted to tamper with or impair the administration, security, fairness or proper play in this Prize Draw; (b) disqualify any participant at any time (even if disqualified winner or potential winner may have been notified or displayed or announced anywhere), if Sponsor determines at any time in its sole discretion that such participant is ineligible, in violation of these Terms & Conditions, or engaging in behavior that Sponsor deems inappropriate, threatening, illegal or that is intended to abuse, threaten or harass any other person; (c) restrict or void entries or participation from any entrant if any suspicious entry and/or participation is detected; (d) cancel, modify or suspend the Prize Draw and distribute the prizes in a manner deemed fair and appropriate by Sponsor if the Prize Draw is not capable of running as planned for any reason; (e) disqualify any participant that supplies false information, obtains entries by fraudulent means or is otherwise determined to be in violation of these Terms & Conditions in an attempt to obtain any prize (and in such case, that person may be prosecuted to the full extent of the law). Any attempt by any person to deliberately damage any web site or undermine the legitimate operation of the Prize Draw is a violation of criminal and civil law, and,

should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Terms & Conditions shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Terms & Conditions will not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms & Conditions will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

10. Limitations of Liability: Each entrant acknowledges and agrees that the Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilised in the Prize Draw; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorised human intervention in any part of the entry process or the Prize Draw; (4) technical or human error which may occur in the administration of the Prize Draw or the processing of entries; (5) errors, typos or misprints in these Terms & Conditions, in any promotion-related advertisements or other materials; (6) electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's e-mail account to receive e-mail messages; or (7) if an entrant's e-mail address, or other contact information does not work or is changed without entrant giving prior written notice to Sponsor. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Prize Draw, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Terms & Conditions to be claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

Notwithstanding this section 10 (Limitations of Liability), nothing in these Terms & Conditions shall be construed to limit or exclude any liability of the Released Parties for fraud, death or personal injury caused by the Released Parties' negligence.

11. Disputes: Each entrant agrees that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of the Prize Draw or these Terms & Conditions will be resolved in accordance with the provisions set forth in this Disputes section. Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved.

Each entrant agrees except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Prize Draw or any prize awarded shall be resolved individually, without resort to any form of class action, by the non-exclusive jurisdiction of the Courts of England and Wales; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Prize Draw, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms & Conditions, or the rights and obligations of the entrant and Sponsor in connection with the Prize Draw, shall be governed by, and construed in accordance with, the laws of England and Wales without giving effect to any choice of law or conflict of law rules (whether of England and Wales or any other jurisdiction), which would cause the application of the laws of any jurisdiction other

than the England and Wales.

12. Entrant's Personal Information: The Sponsor will collect and process personal data necessary for the administration of the Prize Draw. All information submitted to the Sponsor as part of this Prize Draw will be treated in accordance with its privacy statement: <https://www.paypal.com/uk/webapps/mpp/ua/privacy-full>. Personal information will also be used in connection with publication of a list of winners as described in Section 13 below. Personal information will be used to contact potential winners and fulfill the prizes. Entrants have certain rights (depending on the circumstances) including to access, withdraw, and correct their personal data, request deletion, restrict or object to processing of it, and the right to data portability. Further information about these rights and explaining how entrants may exercise their rights are set out in the Privacy Statement. Entrant's personal data will be stored by Sponsor and Administrator on servers located within the United States in accordance with any applicable data protection laws and regulations. Transfer of personal data to the United States are subject to adequate safeguards as set forth in the Privacy Statement.

13. Winner List: For winner list, visit <https://bit.ly/3DWkhOn>. The winner list will be posted after winner confirmation is complete and will contain each winner's surname.

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Abbreviated Disclosure for Advertising

[These disclosures should not be posted with the full official rules; they are intended for use with advertising only]

Abbreviated Rules for online Ads – (websites, your mobile app, post transaction emails)

NO PURCHASE OR PAYMENT NECESSARY. Sponsor: PayPal Pte Ltd of 5 Temasek Boulevard, #09-01, Suntec Tower Five, Singapore 038985. Administrator: Merkle Inc. of 3000 Town Center, Suite 2100, Southfield, MI 48075, U.S.A. Open to legal residents of the United Kingdom who are 18 years or older and who have a valid U.K. PayPal Account by 00:00:00 GMT on 1 Nov 2021 and through the time of prize award. Promotion Period: 1/11/21-19/12/21. Enter during Weekly Entry Periods. To enter, you must log-in to your Account, opt-in to the Prize Draw, and make a Qualifying Payment equal to £10 or more within the Promotion Period. 1 Qualifying Payment shall result in 1 entry. Not all payments shall result in entry - see the Terms & Conditions for details of Qualifying Payments and Non-Eligible Payments. Entries limited to 50 per Weekly Entry Period per person / Account. Winners will be entitled to receive a cash prize or a credit to shop or donate with PayPal. 1 prize per person in each weekly drawing. Prizes are non-transferrable. Winners will be contacted by the telephone and/or the e-mail associated with their Valid Account. Odds of winning will depend on the number of eligible entries received. Further restrictions apply, see full Term & Conditions for additional information, including free entry method to receive 50 entries per weekly submission, odds and prize descriptions: visit www.paypal.com/uk/giveaway. For information about how personal data is collected and used by the Sponsor and the Administrator to administer the Prize Draw, visit <https://www.paypal.com/uk/webapps/mpp/ua/privacy-full>. Void where prohibited.