## **Promotion Terms and Conditions**

## 2021 Club incentive for NEW Clubs (the 'Promotion')

## **Terms and Conditions**

Where you see capitalised words in the terms and conditions below, the following definitions and descriptions shall apply to such capitalised words:

Promoters:	The Football Association Group			
	(which includes the Football Association Limited, Wembley National Stadium Limited and the National Football Centre Limited.			
	Wembley Stadium, Wembley, London HA9 0WS.			
	PayPal Pte. Ltd, a private company limited by shares registered as number 200509725E, and having a registered office at 5 Temasek Boulevard, #09-01 Suntec Tower Five, , 038985, Singapore.			
	The Football Association Group and PayPal Pte. Ltd are joint promoters.			
Opening Date:	1st March 2021 – 00:00			
Closing Date:	30 <sup>th</sup> September 2021 – 23:59			
Minimum Age:	18 years old			
Promotion entry details:	<ol> <li>The Promotion is open to all football clubs who have opened a PayPal merchant account through the Football Association Wholegame system or linked an existing merchant PayPal account to the Football Association through Wholegame (a "Qualifying Account"). All football clubs who have a Qualifying Account, have not already received a payment under a FA/PayPal incentive in the 2019/20 football season and who meet the eligibility criteria set out below (such football clubs being "Eligible Clubs") are eligible to enter into the Promotion and seek to qualify to receive a payment of £200 for each Qualifying Step into their Qualifying Account (the "Offer").</li> <li>To be eligible to receive the Offer, a club must create or link a Qualifying Account and receive payments of £5 or more from 50, 100 and/or 150 different contributors (each a "Qualifying Step") into their Qualifying Account, between the period beginning on</li> </ol>			

- the Opening Date and ending on the Closing Date (the "Qualifying Period").
- Only payments made within the Qualifying Period will be counted towards the Qualifying Step payments. Payments made using guest checkout will not count towards the minimum required Qualifying Step payments.
- Once £34,600 has been distributed to Eligible Clubs then the Promotion will be closed and no further Eligible Clubs will be able to qualify for the Offer, even if the Period has not ended. In such circumstances, a notice will be placed on the Promotion http://www.thefa.com/getlanding webpage at involved/matchday/payments/incentives, as soon as possible and in any event within 14 days of the Promotion closing, stating that the Promotion has closed. You are advised to re-visit the Promotion landing webpage throughout the Qualifying Period to determine whether the Promotion has closed. You acknowledge that there is a risk that payments may be made into your club's Qualifying Account, for the purpose of attempting to qualify for the Offer, after the Promotion has closed and you accept this risk. If by the end of the Qualifying Period less than £34,600 has been distributed to Eligible Clubs who have qualified to receive the Offer then only those Eligible Clubs that have received the Qualifying Step payments into their Qualifying Account within the Qualifying Period will receive the Offer.
- 5. If your account qualifies to receive an Offer, the £200 will be added directly to your club's Qualifying Account balance within 30 days of qualifying to receive an Offer.
- 6. Once an Offer has been awarded, it will be credited to the Qualifying Account from The FA's PayPal account.
- 7. To be eligible to receive the offer, the holder of the relevant PayPal account must be aged 18 years or over, the account must be in good standing, and the holder and the account must not be in breach of PayPal's <u>User Agreement</u> at any time.
- 8. In order to open a PayPal account entrants will be required to agree to PayPal's User Agreement. Entrants will also be required to submit certain personal data to open a PayPal account and their personal data will be processed in accordance with PayPal's Privacy Policy. Both of the PayPal User Agreement and PayPal's Privacy Policy can be found at this link <a href="https://www.paypal.com/uk/webapps/mpp/ua/privacy-full">https://www.paypal.com/uk/webapps/mpp/ua/privacy-full</a>.
- 1. Entry into the Promotion is dependent on your acceptance of these terms and conditions and by entering the Promotion you confirm your acceptance of these terms and conditions.
- Entrants must be based in the United Kingdom (excluding Northern Ireland and the Republic of Ireland). Employees of the Promoters or anyone professionally connected to this Promotion and members of their immediate families are not permitted to enter the Promotion.
- 3. To be eligible for the Promotion you must complete all of the requirements set out in the Promotion details and any other instructions issued by the Promoters (including compliance with these terms and conditions), otherwise your entry will be invalid.

- 4. Entrants will need an Internet connection in order to participate in the Promotion. No refund may be claimed for expenses incurred in participating in the Promotion, including in relation to the use of the Internet. The Promotion may not be available when network connectivity is unavailable. The Promoters remind entrants of the nature and limitations of the Internet and is not responsible for any problems or technical malfunctions of any communications network, online system or computer hardware or software that may affect entry to the Promotion or receipt of the Offer.
- 5. Maximum one entry per Eligible Club. Any club found to be using multiple Qualifying Accounts to enter will be ineligible.
- 6. All Promotion entrants confirm that, by entering the Promotion, they have the right to submit the information used to enter the Promotion in accordance with these terms and conditions and that the Promoters may use any aspect of their entry for any reason (including, but not limited to, publicity and promotional purposes). In particular, the entrant confirms that they have not used the personal data of any third party to enter the Promotion.
- 7. The Promoters shall have the right, where necessary, to undertake all such action as is reasonable to protect itself against fraudulent or invalid claims including, without limitation, to require further verification as to the identity, age, and other relevant details of an entrant.
- 8. The Promoters reserve the right at its absolute discretion to disqualify any entry which it considers does not comply with these terms and conditions or any entrant who it reasonably believes has interfered with the fair running of this Promotion, including providing false or misleading information.
- In the event of unforeseen circumstances or circumstances outside the Promoters' control, the Promoters reserve the right to offer an alternative reward of equal or greater value to that of the Offer.
- 10. No correspondence will be entered into in respect of this Promotion except to inform the Eligible Club that they have been awarded an Offer.
- 11. The Promoters accept no responsibility for any damage, losses, liabilities (including those which were reasonably foreseeable, or which we would have anticipated that you might incur due to a special circumstance of which we were aware), injury or disappointment incurred or suffered by you as a result of entering the Promotion, not being able to enter into the Promotion or accepting or using any Offer. The Promoters further disclaim liability for any injury or damage to your or any other person's computer or IT systems relating to or resulting from participation in or downloading of any materials in connection with the Promotion. Nothing shall exclude the liability of the Promoters for fraud or for death or personal injury as a result of the Promoters' negligence.
- 12. In no event shall the Promoters' total liability to you for all damages, losses, or causes of action exceed the value of the Offer.
- 13. The Promoters reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, this Promotion with or without prior notice due to reasons outside of its control, or in exceptional circumstances.
- 14. If any of these terms and conditions should be determined to be illegal, invalid or otherwise unenforceable then it shall be severed and deleted from these terms and conditions and the remaining terms and conditions shall survive and remain in full force and effect.
- 15. This Promotion is in no way sponsored, endorsed or administered by, or associated with any social media site on which it is hosted.
- 16. These terms and conditions are governed by the laws of England and Wales. Any disputes arising under or in connection with them shall be subject to the exclusive jurisdiction of the courts of England, subject to any mandatory provisions of local laws. If you are resident in Scotland, you may bring your claim before the Scottish or English courts.