## ZING

## Full Terms and Conditions

OCTOBER 2024 SUPERCHARGED REFERRALS – Terms and Conditions



Promoter: Zing is provided by MP Payments UK Limited of 8 Canada Square, London, United Kingdom, E14 5HQ (referred to in these terms as 'Zing', 'we', 'us' or 'our').

### What are Referrals?

Zing is offering Zing Members a way to earn a cash reward through a refer-afriend reward scheme. Occasionally, we will run a Referrals offer where you can receive rewards for successful referrals.

When these offers are available, Zing will send you an email to let you know (unless you have opted out of marketing). The Referrals offer will also appear in the "Invite friends to Zing" tab in the side menu of the Zing app detailing how the offer works and its duration.

If you want to take advantage of a Referrals offer, then you will need to follow the steps in these terms and conditions as well as any additional instructions in the "Invite friends to Zing" tab in the side menu of the Zing app (the **Referral Terms**).

## Who can use Referrals?

The ability to benefit from this Referrals offer is limited to those who are:

- UK residents
- aged 18 years or over, and
- customers of Zing with an open account in good standing that is not restricted or suspended.

### What is the reward?

If you refer a friend: you will be eligible to receive £30 when your friend successfully makes at least one Qualifying Transaction.

If you are invited: you will be eligible to receive £30 when you successfully make at least one Qualifying Transaction.

The reward amount for each Referrals offer will also be set out in the Zing app and the referral landing page. The reward will be credited into your Zing account in GBP. You cannot swap the reward for anything else.

### When are referrals available?

This Referrals offer is available from 3 October 2024 13:00 BST until 3 December 2024 08:59 GMT (the **"Promotion Period"**). You can always check the referrals page in the Zing app to see if there is a Referrals offer currently live. Zing's usual <u>Terms and Conditions</u> will continue to apply.

## What do you need to do if you are the referrer?

- Invite your friends to sign up to Zing via the "Invite friends to Zing" button in the sidebar of the Zing app. This will generate a draft message containing your unique referral link. You can customise this message;
- Send your unique referral link to your friends via your preferred method;
- Comply with the Referral Terms. Remember our usual Zing <u>Terms and</u>
  <u>Conditions</u> also apply; and
- Be a Zing Member with an open account in good standing that is not suspended or restricted up to the time Zing credits the reward. The friend you invited must also be a Zing Member with an open account in good standing that is not suspended or restricted at this time.

There is no entry fee. The friends you invite must then complete the steps set out below.

## What do you need to do if you are invited?

- Sign up by following the unique link to the referral landing page form and following the instructions there;
- Make sure that you sign up on the referral landing page with the same phone number that you will use to create your Zing account;
- Download the Zing app and be successfully on-boarded as a customer for the first time;
- Top up your Zing account;
- Complete at least one Qualifying Transaction;
- Comply with these Referral Terms. Remember our usual Zing Terms and Conditions also apply once you become a Zing member; and
- Remain a Zing Member with an open account in good standing that is not suspended or restricted up to the time Zing credits the reward.

### What is a Qualifying **Transaction?**

The friends you invite must make at least one Qualifying Transaction for a successful referral.

A Qualifying Transaction is any payment made using your physical or digital Zing card in any currency of a value of at least £5 or equivalent.

For the avoidance of doubt, the following transactions are not Qualifying Transactions:

- Wallet to Wallet conversions that involve you converting money between your own wallets in Zing;
- Transfers to another Zing Member's account, or any third party accounts; and
- ATM withdrawals.

## What happens after all the steps are complete?

You and your friend will both be eligible to receive the reward. It may take some time for us to process the reward, you should normally receive the reward within 30 days of meeting all of the criteria above, specifically, once the Qualifying Transaction is successful, subject to these Referral Terms and our usual Zing <u>Terms and Conditions</u>.

## Are there any limitations?

#### Time limit

All the steps above must be completed by the end of the Promotion Period.

#### No existing members can be referred

You cannot refer a friend who is already a customer of Zing.

#### Maximum number of referrals

If you are the referrer, you may receive a reward for up to 20 successful referrals. You will not receive any Referral reward for referrals beyond this number. If you are invited, the reward you may receive is not affected by the number of referrals made by the referrer.

For an eligible referral, your friend must sign up using their phone number through the referral link, successfully open a Zing account, and successfully complete the onboarding process with the same phone number used for the referral registration.

#### Suspicious activity and prohibited activities

The Referrals offer is intended for individuals participating in good faith, a genuine way and for lawful purposes.

In the event of suspicious or fraudulent activity, such as gaming the offer, Zing (in Zing's sole and absolute discretion) reserves the right to suspend your account and withhold any reward.

If this happens, (i) we may ask you or your friend for additional information, or (ii) contact you or your friend to let you know that you have not qualified for the offer.

If we suspect fraudulent behaviour then:

- If the reward has already been paid to you or your friend, we may have the right to recover
- If the reward has not been paid, we have the right to not proceed with the payment
- We may also close your Zing account
- We may cancel your unique referral link so that it will stop working

Examples of fraudulent behaviour include, amongst other things, doing or allowing any of the following things to be done:

- Creating multiple accounts to invite yourself
- Reversing the steps that made you eligible for the offer. In particular, your friend must not close their Zing account within 30 days of opening it, cancel their card before it arrives, cancel/refund a card purchase that was part of the eligibility steps or reverse any of the other steps set out above
- Inviting existing Zing account holders
- Inviting individuals with duplicate accounts
- Inviting fake individuals
- Using alternative contact details to refer yourself or individuals with duplicate accounts

- Engaging in actions that harm Zing's brand, reputation, or goodwill
- Sending unsolicited or unauthorised advertising or promotional material, including spam

To benefit from this Referrals offer, a person (you or your friend) must have an open Zing account in good standing, that is not suspended or restricted. A person is not eligible for a referral reward in the following circumstances:

- If you are a referrer and your account is closed before Zing credits the reward, you will not be eligible to receive a referral reward for any of the friends you have invited
- If you are a referrer and a friend you have invited has been off-boarded or have their account restricted or suspended before Zing credits the reward, you will not be eligible for a reward in relation to this friend
- If you are invited to the referral and follow the steps, but your account is closed, restricted or suspended before Zing credits the reward, you will not be eligible to receive a referral reward

You will not get a reward under any Referrals program if you have been previously off-boarded from Zing and open a new Zing account.

## **Limitation of Liability**

Zing will not be held liable for any use of the Referrals offer that does not comply with these Referral Terms or our usual Zing <u>Terms and Conditions</u>.

You are responsible if you breach these Referral Terms or applicable laws. In

case of losses, claims, costs, or expenses (including reasonable legal fees) resulting from your breach of these Referral Terms, any relevant law or regulation, and/or your use of Zing, you agree to defend, indemnify us, and hold us and our affiliates harmless. This provision remains in effect even after our relationship ends.

# What else do you need to know?

#### Tax status

You acknowledge that any reward you receive might be subject to tax. You are solely responsible for any taxes that may arise from receiving the reward. Zing holds no responsibility for any tax liabilities resulting from receiving the reward.

### Suspending or amending the Referrals offer or Referral Terms

We can suspend, modify or terminate a Referrals offer or amend the Referral Terms in the event of circumstances outside of our reasonable control which affect or could affect the proper operation of this offer, or where a law or regulation requires us to do so. We will always try to minimise the effects of any change on customers.

In the event of any modifications, changes, suspension, or early termination of the offer, we will attempt to notify you via the Zing app and/or email. Zing will not be held responsible for any resulting loss, direct or indirect, due to the inability to continue the offer as planned. Please contact Zing, if you believe you are entitled to a specific benefit related to the offer that was not awarded

due to early suspension or termination.

#### Use of your personal data

MP Payments UK Limited, its group companies and its authorised third parties will only use your personal data provided in relation to a Referrals offer for the purposes of administering the Referrals offer reward. Your data will be treated in accordance with our <u>Privacy Notice</u>.

We may share the details of the person who is invited to join, with the person who referred them to keep them updated about their progress. This may involve confirming that the person invited used your unique link, successfully on-boarded to Zing and made their first payment.

#### Law and jurisdiction

The Referral Terms are governed by the laws of England and Wales and any legal proceedings in relation to them will be held in the English courts. However, if you are resident in Scotland, you may bring your claim before the Scottish or English courts.

#### Contact

If you have any questions or want to contact us about Referrals or the Referral Terms you can do so using the in-App chat function or by mailing us at support@zing.me.

#### Our details

Zing is provided by MP Payments UK Limited, a company registered in England and Wales with registered company number 14263447 and its registered office at 8 Canada Square, London, E14 5HQ. MP Payments UK Limited's registered VAT number is GB365684514.

MP Payments UK is authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 for issuing electronic money and the provision of payment services, with FCA registration number 983835.

MP Payments UK Limited is part of the global HSBC Group but is not a bank. Your funds are not deposits and are not protected by the Financial Services

Compensation Scheme ("FSCS"). We keep your e-money safe by safeguarding your funds in a separate bank account. MP Payments UK Limited is separate from HSBC UK Bank Plc ("HSBC UK"), and your e-money does not count towards your total FSCS protection with HSBC UK (if applicable).