

These Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials for the Love Energy Savings Promotion.

Claim instructions are deemed to form part of the Terms and Conditions. By participating, all claimants will be deemed to have accepted and be bound by the Terms and Conditions. Please retain a copy for your information.

Promoter: takepayments Limited whose registered office is at 4th Floor, Highbank House, Exchange Street, Stockport SK3 0ET (Company number: 03102137)

Administrator: Love Energy Savings.com Limited, whose registered office address is Unit 2, Springfield Court, Bolton, BL3 2NT (Company number: 06322305) - contact details info@loveenergysavings.com or 01204 867 528.

1. Promotional Period

- a. **Sale Period:** This is the period for when the promotion is available to Qualifying Customers who have agreed to a merchant services contract ("Contract") with the Promoter between the 00:01 GMT 01 April 2025 – 23:59 GMT 30 April 2025. The Promoter reserves the right to extend the Sale Period at their discretion.
- b. **Reward Period:** Qualifying Customers will be emailed by the Administrator (once they have been validated by the Promoter in line with these terms) a unique Prezzy Pty Limited ("Prezzy") e-voucher code within 30 calendar days of a Qualifying Customer processing transactions under the Contract.
- c. **Claim Period:** All unique Prezzy e-voucher codes (which is to be used to obtain alternative vouchers via the Prezzy platform) will expire no less than within 2 years of issue. Once a Prezzy e-voucher code is exchanged for an alternative voucher using the Prezzy platform, these alternative vouchers will have varying expiration periods based upon the individual retailer.

2. **Eligibility:** This promotion is open to businesses located in the UK that meet the Eligibility criteria.

The customer who agrees the Contract on behalf of the Qualifying Customer must be:

- 18 or over;
- a UK resident; and
- and have the authority to agree merchant services contracts on behalf of the business they represent.

The promotion is not open to employees, immediate families or agents of:

- the Promoter;
- the Promoter's subsidiaries; or
- other group companies.

The promotion also is not open to anyone professionally connected with this promotion.

To be eligible to claim, Qualifying Customers must have:

- a current valid email address; and
- appropriate internet access to allow them to register and claim the Reward.

3. **Qualifying Customers:** The business must, by way of an introduction from the Administrator, agree a Contract with the Promoter during the Sale Period and under such Contract must have processed payment transactions. Qualifying Customers must also meet all Eligibility criteria set out above in clause 2.
4. The Promoter takes no responsibility for claims delayed, incomplete or lost due to technical reasons or otherwise.
5. Customers who make a claim on someone else's behalf may be disqualified, at the Promoter's discretion.
6. The promotion is restricted to one claim per Contract for each Qualifying Customer.
7. **The Reward:** A valid promotion claim entitles the Qualifying Customer to a Prezzy e-voucher code for £100.00 within the Reward Period, which must be used within the Claim Period.
8. **How to participate:**
 - a. To participate, Qualifying Customers must agree a Contract with the Promoter within the Sale Period. For claims to be validated, the Promoter will check the customer meets the Qualifying Customer criteria in clause 3. Once a claim is validated by the Promoter, customers will be able to participate in the promotion.
 - b. Following on from this, within 30 working days of the Promoter validating a claim, the Administrator will email the Qualifying Customer a Prezzy e-voucher code for £100.00 in line with the Reward Period.
9. **Prezzy E-Voucher Terms and Conditions:**
 - a. The Reward is a Prezzy e-voucher code for £100.00 per each Qualifying Customer. The Prezzy e-voucher code must be swapped on the Prezzy platform for alternative retailer vouchers available.
 - b. The Customer must sign in or register for a Prezzy account in order to swap the Prezzy e-voucher code as explained above.
 - c. The Prezzy e-voucher code will expire after 2 years of issue from the Administrator.
 - d. Once the Prezzy e-voucher code has been swapped for an alternative retailer, as set out above, the retailer vouchers are subject to various expiration dates. Therefore, check each voucher and retailer for the relevant expiry timescales.
 - e. If the total order value is higher than the Digital Gift Card total, the customer can use their own debit or credit card to pay the difference.
 - f. Full terms and conditions can be found [here](#) for Prezzy.

- g. Before choosing (and spending) the retailer voucher, the customer should check the relevant retailer's terms for their vouchers.

- 10. It is the responsibility of each Qualifying Customer to provide correct, up-to-date details when participating in the promotion and claiming their Reward. The Promoter or Administrator cannot be held responsible for claimants failing to supply accurate information which affects claim of their Reward.
- 11. No cash or other alternative Reward will be provided in whole or in part. Except, in the event of circumstances outside of its control, the Promoter reserves the right to substitute a similar Reward of equal or greater value. All single-entry vouchers are not:
 - for re-sale; and
 - cannot be auctioned, exchanged or redeemed for cash.

The Reward cannot be used in conjunction with any other offers.

- 12. The Promoter reserves the right to verify all claims (including but not limited to) asking for proof of purchase and ID (passport, driving licence or equivalent). The Promoter reserves the right to refuse the Reward or withdraw the Reward entitlement. Also, the Promoter reserves the right to refuse further participation in the promotion and disqualify the claimant where there are reasonable grounds to believe:
 - a. there has been a breach of these Terms and Conditions;
 - b. there has been a breach of the spirit of the promotion;
 - c. there has been a breach of any instructions forming part of this promotion's claim requirements;
 - d. a participant has gained unfair advantage in participating; or
 - e. a participant has claimed using fraudulent means.
- 13. All claims must be made by the Qualifying Customers themselves. Claims (bulk or otherwise) made from trade, consumer groups, syndicates or third parties will not be accepted.
- 14. Claims will be disqualified and will not be counted, if they are made by:
 - a. macros or other automated means (including systems which can be programmed to enter) and;
 - b. claims which do not satisfy the requirements of these Terms and Conditions in full.
- 15. If it becomes apparent that a claimant is using a computer(s) to circumvent this condition, their claims will be disqualified and any Rewards claimed will be void. Examples of such computer use are:
 - a. the use of 'script';
 - b. 'brute force';
 - c. masking their identity by manipulating IP addresses;
 - d. using identities other than their own; or
 - e. any other automated means to increase the number of claims into the promotion.

16. The Promoter and Administrator reserve the right to investigate and undertake all such action, to protect themselves against fraudulent or invalid claims. In addition, the Promoter and the Administrator reserve the right to reject those claims which they consider, in their absolute discretion, are fraudulent or invalid.
17. Any additional costs which may be incurred in this promotion in the context of participation (such as internet costs and other additional services that go beyond those described services for Reward fulfilment), are not included and must be paid by customers separately.
18. Your claim will be deemed invalid if (including but not limited to) you:
 - a. are not a Qualifying Customer;
 - b. do not meet the Eligibility criteria;
 - c. have not used your Reward within the allotted deadline; or,
 - d. have failed in any way to otherwise comply with these Terms and Conditions, and corresponding activity as determined by the Promoter or the Administrator in their sole discretion.
19. Insofar as permitted by law, neither the Promoter nor the Administrator (nor any of their associated companies), will be responsible or liable to compensate claimants or accept any liability. This is in relation to any personal loss, expense, or damage in connection with this promotion. This includes losses, expenses of damages due to accepting or using the Reward.
20. The exception to this, is any liability which cannot be excluded by law (including personal injury, death, and fraud. In which case, liability is limited to the minimum allowable by law.
21. Neither can they guarantee the quality and/or availability of the services offered when using the Reward and cannot be held liable for any resulting personal loss or damage. Your statutory rights are unaffected.
22. The Promoter reserves the right to cancel or amend the promotion. This can be at any stage, (but will always endeavour to minimise the effect to claimants to avoid undue disappointment). This may occur:
 - a. in the event of circumstances outside the reasonable control of the Promoter;
 - b. fraud;
 - c. abuse;
 - d. an error affects or could affect the proper operation of this promotion; and/or
 - e. an error affects or could affect the proper awarding of Rewards (only where circumstances make this unavoidable).
23. If an act, omission, event, or circumstance occurs which is beyond the reasonable control of the Promoter (which prevents the Promoter from complying with these Terms and Conditions), the Promoter will not be liable for any failure to perform or delay in performing its obligation.

24. The Promoter has no control over internet or communication networks, and is not liable for any problems associated with them. For example, if issues occur due to traffic congestion, technical malfunction or otherwise. The Promoter will not be held liable to any individual for any fraud committed by any third party nor for any event beyond its control. Including (but not limited to) user error and any failures which may restrict, delay, or prevent a claimant's participation in the promotion arising from:
- a. network;
 - b. computer;
 - c. hardware; or
 - d. software failures of any kind.
25. The Promoter's decision is final regarding all promotional matters and no correspondence will be entered into.
26. If any of these clauses should be determined to be illegal, invalid, or otherwise unenforceable, then it shall be severed and deleted from these Terms and Conditions. Should this occur, the remaining clauses shall survive and remain in full force and effect.
27. The Promoter (Data Controller) and Administrator (Data Processor) take the privacy of individuals extremely seriously. The Promoter will use personal data (i.e., customer full name, date of birth, address, bank details and contact details) to facilitate Qualifying Customers agreeing their Contract. The Promoter will also share personal data (i.e., customer full name, email address and whether any transactions have been made under the Contract) with the Administrator, to allow them to administrate the promotion. The Administrator will only use the personal details supplied for the administration of the promotion and for no other purpose.
28. The Administrator is responsible for fulfilling the Reward. Any data captured in the fulfilment of the promotion by the Administrator will only be used for the validation of claims and for the fulfilment with your consent. It will not be used for marketing purposes. Your personal details will at all times be kept confidential. Data will be held in accordance with current Data Protection legislation.
29. Click [here](#) for the Administrator's Privacy Policy and [here](#) for the Promoter's Privacy Policy. You can request access to your personal data, or have any inaccuracies rectified, by sending an email to the details contained within the above respective Privacy Policies.
30. By participating in the promotion, you agree to the use of your personal data as described above.

31. These Terms and Conditions and any question concerning the legal interpretation of these Terms and Conditions will be governed by the laws of England. Any disputes must be referred to the English courts.