

These Terms and Conditions (the “**Terms and Conditions**”), together with the documents referred to in them, set out the terms that govern the Western Union Digital Banking Refer a Friend Program in Germany (“**Program**”). By using the Program, you accept these Terms and Conditions and will comply with them. If you do not agree to these Terms and Conditions in their entirety, you are not authorized to participate in the Program.

Users who invite friends to participate in the Program are called “**Referrers.**” Individuals who receive an invitation to participate in the Program are called “**Referees.**”

## **The Program**

- Subject to your compliance with these Terms and Conditions, Western Union will provide you (“Referrer”) and your Referee with a 20 EUR Referral Bonus that will be credited to Referrer’s and Referee’s Western Union Digital Banking accounts (“the Reward”) if your Referee accepts the Program Terms and Conditions through the Referral Link, becomes a new Western Union Digital Banking customer and completes a purchase using the debit card or a Western Union money transfer of 10 EUR or more during the Program Period.
- To participate as a Referrer, you must: (i) be a Western Union Digital Banking account holder; (ii) have shared the referral link; and (iii) the Referee you shared the link with has redeemed the referral code in their Western Union Digital Banking account. The Referrer may refer as many people as they want, however the Referrer will only receive a Reward for the first 25 Referees per Program Period. The Reward may take up to 40 days from when it is earned to be credited to the Referrer’s Western Union Digital Banking account. Limited to one Reward per one Referee and up to 25 referrals per Referrer (per Program period).
- If you want to participate as a Referee, to receive your Reward you must: i) open a Western Union Digital Banking account ii) complete a purchase using the debit card or a Western Union money transfer of 10 EUR or more; and (iii) redeem the referral link in their Western Union Digital Banking account. Purchases must be made in retail or e-commerce stores, and do not include account funding transactions, cash withdrawals or transactions for payments, currency exchange and money transfers.

Western Union Money Transfers – these are Western Union (Money Transfer) transactions originating from the customers to Western Union bank account – where customers receive an MTCN.

- This Program starts on 12:01:01 am (GMT+1) on 01, January 2023 and ends on 11:59:59 pm (GMT+1) 31, March 2023 (“**Program Period**”) and is subject to extension by Western Union. Participation after 11:59:59 pm (GMT+1) 31, March 2023 (or such later Program Period end date announced by Western Union) will not be accepted and will be deemed invalid.
- Western Union can change the Reward at any time. The amount of the Reward you will be entitled to will be the amount that applies at the time you meet all requirements of the Program.
- If you are the Referrer, Western Union will provide you with a unique Internet link (the “Referral Link”) that you can send to the Referee to invite him or her to participate in the Program. Western Union does not send Referral Links. You must copy the Referral Link and are free to choose how you send the link to the Referee (e.g., via email, social media, etc.) provided that you send the link only in

accordance with these Terms and Conditions. The Referral Link will expire at the earlier of the end of the Program Period or one year from when the link is provided to you by Western Union.

- You may not invite yourself to participate in the Program. You may only invite persons other than yourself who are eighteen (18) years of age or older.
- You may not send Referral Links in a manner that Western Union (in its sole and absolute discretion) believes constitutes spam or unsolicited or otherwise undesirous communications.

## 2. **Prohibited Uses**

- You may only use the Program in good faith and in compliance with applicable laws. You agree not to use the Program to do any of the following; and Western Union may prohibit you from participating in the Program and refuse to provide you with any Reward if it suspects or determines you have done or attempted to do any of the following:
  - Creating multiple, duplicate, or fake profiles at [westernunion.com](https://westernunion.com) in order to invite yourself;
  - Inviting others who have created multiple, duplicate, or fake profiles.
  - Using alternative contact information to send Referral Links to yourself or others;
  - Inviting persons that you do not know personally, if Western Union (in its sole and absolute discretion) believes that you are doing so in a way that constitutes spam or unsolicited or otherwise undesirous communications;
  - Inviting fictitious or fake persons;
  - Impersonating any person or otherwise misrepresent any person's identity;
  - Making transfers or payments to another user that are not genuine payments or transfers;
  - Inviting persons under the age of eighteen (18) to participate in , or attempting to participate in the Program while being under the age of eighteen (18);
  - Transmitting any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (e.g. "spamming");
  - Interfering with or disrupting any servers, networks, or systems connected to the Program;
  - Doing anything that harms or damages the brand, goodwill, or reputation of Western Union or any service providers that assist Western Union with providing the Program;
  - Transmitting any file that contains viruses, worms, Trojan horses, or any other contaminating or destructive features;

- Using any automated system, script, or macro to participate in the Program;
- Reselling, bartering, trading, auctioning or otherwise generating income by providing access to the Program to others;
- Infringing the intellectual property rights of Western Union, its service providers, or any third parties;
- Stalking, harassing, or harming any other individual;
- Using the Program in any way that Western Union (in its sole and absolute discretion) considers to be unreasonable, excessive, or in bad faith;
- Using the Program in any way that breaches any applicable local, national, or international law or regulation, or that is in any way unlawful, fraudulent, or wrongful, or has any unlawful, fraudulent, or wrongful purpose or effect.
- You represent and warrant that neither you, nor any person acting on your behalf or with your authorization, will use or permit the Program to be used in a prohibited manner.

### 3. **Data Protection**

- To participate in the Program, you must provide personal information about yourself; otherwise Western Union is not able to provide you with any Rewards to which you may become entitled. Your personal information will be processed in accordance with the Western Union Digital Privacy Statement, which is available at <https://www.westernunion.com/content/wucom/global/en/privacy-statement.html>
- Please note that personal information you provide will be transferred to service providers located within the United States who help Western Union operate the Program. Western Union takes steps to ensure that such transfers are protected with appropriate safeguards in accordance with applicable law. To learn about our privacy practices, visit <https://www.westernunion.com/content/wucom/global/en/privacy-statement.html>
- To contact Western Union regarding your privacy rights or queries in regards to the Program, please visit the "Contact Us" section at <https://www.westernunion.com/de/en/wuplus/contact-us.html>

### 4. **Respecting Others' Privacy; No Spam**

- Bulk email distribution of Referral Link(s) to persons you do not know, sharing Referral Link(s) on websites, sharing Referral Link(s) on social media with recipient(s) you do not know, or any other sharing or promotion of a Referral Link in a manner that (in Western Union's sole and absolute discretion) may constitute or appear to constitute unsolicited commercial communications or "spam" is prohibited. Western Union reserves the right to terminate the Referrer's profile, deactivate any relevant Referral Link(s), and to require the Referrer to stop sharing the Referral Link(s) in any manner permitted by applicable law.

- If you have received a Referral Link from a website, on social media from a person you do not know, via email from a person you do not know, or in any other fashion from a person you do not know, please be aware that the Referral Link may be invalid and may not work.

## 5. **Program Restrictions**

- Rewards are subject to verification. Western Union may delay a Reward for the purposes of investigation or for any other reason that, in its sole and absolute discretion, it deems appropriate.
- Western Union may prohibit you from participating in the Program or may refuse to provide you with a Reward if, in its sole and absolute discretion, Western Union suspects or determines that you have not used the Program in good faith, have breached these Terms and Conditions, have violated applicable law, or that your use presents potential liability or threat to Western Union, its subsidiaries, affiliates, service providers or any of their respective officers, directors, employees, representatives and agents.

## 6. **License to Use the Platform and Content**

- The Program is provided via a platform that contains certain content (“Content”) including designs, text, graphics, images, video, information, logos, button icons, software, audio files, computer code, and other content. As between you and Western Union, all Content is the property of Western Union or its licensors or third-party service providers, and is protected under copyright, trademark, and other laws.
- Subject to these Terms and Conditions, Western Union authorizes you to access and use the platform through which the Program is provided. The Program and the Content are exclusively for your personal, non-commercial use. This license is revocable at any time without notice and with or without cause. Unauthorized use of the Content may violate copyright, trademark, and/or other applicable regulations and statutes and is strictly prohibited.

## 7. **Limitations of Liability**

- Western Union accepts no liability for any use of the Program that does not comply with these Terms and Conditions. If this Program is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Western Union, including but not limited to technical difficulties or failures, unauthorised intervention or fraud, vandalism, power failure, natural disasters, acts of God, civil unrest, strikes, infection by computer virus, bugs, tampering, unauthorised intervention, fraud, or any other causes beyond the control of Western Union, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this Program, Western Union will in no case be liable to you for any indirect, incidental, special, consequential, or punitive or exemplary damages, including (but not limited to) damages for loss of profits, goodwill, use, data, or other intangible or non-material losses; and Western Union reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any participant; or (b) to modify, suspend, terminate or cancel the Program, as appropriate to give effect so far as reasonably possible to the original intent of this Program.

## **8. Reservations of Rights; Severability**

- If Western Union (in its sole and absolute discretion) suspects or determines that a breach of these Terms and Conditions has occurred, Western Union may take any action it deems appropriate, including (but not limited to) terminating Referral Link(s), closing your profile, closing profile(s) belonging to third parties, terminating or invalidating Rewards, or suspending or terminating the Program in whole or in part.
- Western Union's failure to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, you and Western Union agree that the court should endeavor to give effect intent reflected in the provision, and that the other provisions of these Terms and Conditions remain in full force and effect.

## **9. Changes or Amendments to the Terms and Conditions**

- Western Union may change or amend these Terms and Conditions at any time by revising these Terms and Conditions which are placed at the [www.westernunion.com](http://www.westernunion.com) website.
- Western Union reserves the right to change, modify, alter, amend, or terminate the Program (including the amount of the Reward) at any time without notice.
- Following any change or amendment to these Terms and Conditions, your continued use of the Program constitutes your acceptance of the changed or amended Terms and Conditions and the Program as is in force at that time.

## **10. Applicable Law and Jurisdiction for Disputes**

- These Terms and Conditions, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of Germany.