

Royal Mail Group Business Mail TIS

Royal Mail Group Business Mail Testing and Innovation Scheme Incentive Incentive Terms

Background

- (A) The Royal Mail Group Testing and Innovation Scheme for Business Mail Incentive (the **Incentive**) will award Postage Credits to a posting customer who posts mail items in relation to a new activity or mail application that they have not posted before. We may run one or more different Tests under this Incentive as set out in the Eligible Services and Postage Credit Rates Document on the Incentive Website, each of which is subject to these Incentive Terms.
- (B) We will award Postage Credits for Eligible Mail posted under the terms of this Incentive in accordance with the applicable Eligible Services and Postage Credit Rates Document set out on the Incentive Website.

1. Definitions. Capitalised terms/expressions used in these Incentive Terms will have the meaning given to them in the Framework Terms, if they are not defined elsewhere in these Incentive Terms. The following expressions shall have the following meanings:

- (a) **"Always On Business Mail Test"** means the test which is specified as the "Always On Business Mail Test" in, and the details of which are described in, the Eligible Services and Postage Credit Rates Document set out on the Incentive Website;
- (b) **"Eligible Services and Postage Credit Rates Document"** means the document as published on the Incentive Website from time to time setting out information relevant to the Incentive such as Eligible Services, the application period, the credit value(s) applicable to the Incentive and, where applicable, the cap applicable to the Postage Credit(s) which may be obtained and the first and last posting dates under the Incentive;
- (c) **"Higher Rate Activity"** means any activity that we confirm when you apply qualifies for the Higher Rate Postage Credits, as explained in our Business Mail TIS Guide (available from the Incentive Website);
- (d) **"Incentive Website"** means the website which sets out further details of this Incentive at (a) www.royalmail.com or (b) if you post Eligible Mail through an access operator or mailing agent, www.royalmailwholesale.com/business-mail;
- (e) **"Publishing Mail"** means a magazine, newsletter or journal which we have approved qualifies as publishing mail in accordance with the entry criteria set out in our Business Mail TIS Guide (available from the Incentive Website) and which is not a one-off edition, in that there is a reasonable prospect of you posting the item for the 24 month duration of the Publishing Mail Test Period and the Publishing Mail Roll-out Period. We will review each of the publication titles you list on your application form to confirm whether they qualify as Publishing Mail;
- (f) **"Publishing Mail Test"** means the test which is specified as the "Publishing Mail Test" in, and the details of which are described in, the Eligible Services and Postage Credit Rates Document set out on the Incentive Website;
- (g) **"Roll-out Period"** means either the "Publishing Mail Roll-out Period" or the "Business Mail Roll-out Period", as applicable to the specific Incentive, as explained in paragraph 7.1 below;
- (h) **"Standard Activity"** means any activity that is not Higher Rate Activity;
- (i) **"Test"** means each of (a) the Always On Business Mail Test; (b) the Publishing Mail Test; and (c) each applicable Timebound Test which is available at the relevant time;
- (j) **"Test Period"** means either the "Publishing Mail Test Period", the "Always On Business Mail Test Period" or the "Timebound Test Period" as applicable to the specific Incentive, as explained in paragraph 7.1 below; and
- (k) **"Timebound Test"** means each test which is specified as a "Timebound Test" in, and the details of which are described in, the Eligible Services and Postage Credit Rates Document set out on the Incentive Website.

2. Incentive Postings: Subject to the Framework Terms and the other terms below, we will award you Postage Credits for all Eligible Items that you post during each of the Test Period and (if you qualify for a Roll-out Period) the Roll-out Period. **"Eligible Items"** means items of Eligible Mail which:

- (a) are posted by you using the Eligible Services (and which are made in accordance with the relevant terms and conditions for such services);
- (b) are not postcards, unless such postcards meet the specification requirements set out in our Machinable Postcard and One-Piece Mailer for Incentives Guide (available from the Incentive Website);
- (c) in respect of the Always On Business Mail Test and Publishing Mail Test, are posted by you in relation to either Standard Activity or Higher Rate Activity (as described in your application form and approved by us);
- (d) are posted by you in relation to a Test and are not already subject to any of the other Tests (as determined by us);

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- (e) meet the Eligibility Criteria at paragraph 3 below; and
- (f) are not subject to any of our other incentive schemes (as determined by us).

3. Eligibility Criteria:

- 3.1. In order to qualify for Postage Credits in relation to any Test, you must post a total of at least four thousand (4,000) Eligible Items in the Test Period. If you qualify for a Roll-out Period, you must also post a total of at least four thousand (4,000) Eligible Items in your Roll-out Period.
- 3.2. In order to qualify for Postage Credits in relation to any Timebound Test, you must also, in addition to meeting the criteria set out at clause 3.1 above, meet the eligibility criteria as set out in the Eligible Services and Postage Credit Rates Document as set out on the Incentive Website for the relevant Timebound Test.

4. Postage Credit Caps:

- 4.1. The volume cap applicable for Postage Credits under this Incentive shall be the volume cap set out for the applicable Test in the Eligible Services and Postage Credit Rates Document set out on the Incentive Website (each a "**Postage Cap**").
- 4.2. The Postage Cap applies separately to the Test Period and (if you qualify for a Roll-out Period) the Roll-out Period.
- 4.3. Any Eligible Items posted by you in excess of the Postage Cap in either of the Test Period or (if applicable) Roll-out Period will not count towards your Postage Credits for that period and no Postage Credits will be awarded on those items.

- 5. **Eligible Services:** The Eligible Services for each Test are those which are listed in relation to the applicable Test in the Eligible Services and Postage Credit Rates Document set out on the Incentive Website and posted either with: (a) Royal Mail (whether directly or through a mailing agent and/or an access operator); and/or (b) a Direct Delivery Provider. Publishing Mail must be posted using our Magazine Subscription service or Subscription service only, but all other business mail items can be posted using either Letters and/or Large Letters services. Where the mail item is Publishing Mail, you do not have to use a Royal Mail Mailmark® derived service for it to qualify as an Eligible Service, but for all other business mail items, you do.

- 5A. **Eligible Services and Regulatory Reform:** Any Eligible Services described as "Access STD" in the Eligible Services and Postage Credit Rates Document shall mean (1) (from the Start Date and up to, but not including, the Variation Date) services for Eligible Mail posted through an access operator or mailing agent whereby we aim to deliver the Eligible Mail to the Service Standard, as such term is defined in the Access Letters Contract (which can be found at <https://www.royalmailwholesale.com/access-letters>); and (2) (with effect from the Variation Date) services for Eligible Mail posted through an access operator or mailing agent whereby we aim to deliver the Eligible Mail to the D+3 Service Standard. For the avoidance of doubt, services for which we aim to deliver the mailing items to the Service Standard shall no longer qualify as an Eligible Service from the Variation Date. For the purposes of this clause, "Variation Date" and "D+3 Service Standard" shall have the meanings given to them in Access Letters Contract Change Notice 114 (which can be found at <https://www.royalmailwholesale.com/access-letters>).

- 6. **Application Period:** We will only consider for participation in the Incentive applications which we receive within the application period as specified for the applicable Test in the Eligible Services and Postage Credit Rates Document set out on the Incentive Website.

7. Incentive Period:

- 7.1. The Incentive Period will be:
 - (a) in respect of the Always On Business Mail Test, a fixed period of up to six (6) months (which we will confirm to you when we approve your application) starting from the Start Date (the "**Always On Business Mail Test Period**"). If your activity or mail application qualifies as Higher Rate Activity, we will extend the Incentive Period to include a further fixed roll-out period of up to six (6) months (which we will confirm to you when we approve your application) starting at the end of the Always On Business Mail Test Period (the "**Business Mail Roll-out Period**");
 - (b) in respect of the Publishing Mail Test, a period of twelve (12) months starting from the Start Date (the "**Publishing Mail Test Period**"). We will extend the Incentive Period to include a further twelve (12) month roll out period, starting at the end of the Publishing Mail Test Period (the "**Publishing Mail Roll-out Period**"); or
 - (c) in respect of any Timebound Test, the period beginning on and including the first posting date and ending on and including the last posting date as confirmed by us by email if we approve your application form (each a

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“Timebound Test Period”). The earliest and latest possible posting date which we may accept in respect of the applicable Timebound Test are set out in the Eligible Services and Postage Credit Rates Document on the Incentive Website.

- 7.2. For the avoidance of doubt, (a) a single campaign, even if it qualifies as a Higher Rate Activity; and (b) Timebound Tests, do not qualify for a Roll-out Period.
- 7.3. For the duration of any Incentive Period, you agree to implement a testing framework and key performance indicators to measure the effect this Incentive has on your mailing campaign. We will request sight of the results at the end of the Incentive Period, or when you send us any Postage Credit Application Form (if earlier).
- 8. Claiming your Postage Credits:** You may claim Postage Credits by sending us one completed Postage Credit Application Form per Test Period and (if applicable) one completed Postage Credit Application Form per Roll-out Period as follows:
- (a) for all Eligible Items that have been posted during the Test Period, you may send us your Postage Credit Application Form once the Test Period has ended. You must claim your Postage Credits within six (6) months of the end of the Test Period; and
 - (b) (if applicable) for all Eligible Items that have been posted during the Roll-out Period you may send us your Postage Credit Application Form once the Roll-out Period has ended. You must claim your Postage Credits within six (6) months of the end of the Roll-out Period.
- 9. Changes to volumes or the Incentive Period:**
- 9.1. If, after we have approved your application form, you wish to change your Expected Volume or the duration of the Test Period or the Roll-out Period, such change must be agreed and confirmed by us in writing, otherwise it will not apply.
- 9.2. We may accept or reject any change requested under clause 9.1 in our sole discretion. However, we shall not under any circumstances accept any request to change the duration of either the Test Period or the Roll-out Period if such requested change to the Test Period or the Roll Out Period means that (a) the total Test Period or Roll-out Period (as applicable) exceeds six (6) months in duration or (b) in relation to a Timebound Test, the Incentive Period is not within the earliest and latest possible posting dates referred to in clause 7.1(c).
- 10. Postage Credit Rates:** The applicable Postage Credit Rates for this Incentive can be found on the Incentive Website. We will tell you on no less than 30 (thirty) Working Days’ notice if we change the Postage Credit Rates applicable to a Test in respect of which you have a current application.
- 11. Postage Credit Calculation:** We will calculate the amount of any Postage Credits to be awarded by applying the relevant Postage Credit Rate to the volume of Eligible Items you post during the Incentive Period, up to the Postage Cap.
- 12. Liability:** In addition to (and without affecting) the Framework Terms, to the maximum extent permitted by law, our liability to you under or in connection with this Incentive (including all Tests which you participate in hereunder) will be limited to £10,000 in total.
- 13. Cancellation of Incentive:** If your Incentive involves a Higher Rate Activity but you have not started posting Eligible Items within six (6) months of the Start Date, then we may cancel the Incentive without liability to you.