

Royal Mail Group Covid-19 Advertising Mail Incentive Terms

Background

- (A) The Royal Mail Group **Covid-19 Advertising Mail Incentive (the Incentive)** will award Postage Credits to a posting customer who posts Eligible Mail during the Incentive Period.
- (B) We will award Postage Credits for Eligible Mail posted under the terms of the Incentive in accordance with the applicable Postage Credit Rates set out on our 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 terms/expressions will have the following meanings:

- 1.1. **Eligible Item** has the meaning given in paragraph 3.2 below;
- 1.2. **Eligible Item Content Guidance Document** means the document available on our Website which may be updated by us from time to time;
- 1.3. **Eligible Services** means (i) Royal Mail's Advertising Mail Low Sort Economy Mailmark; (ii) Royal Mail's Advertising Mail High Sort Economy; (iii) Royal Mail's Access Mailmark Advertising Mail; (iv) Royal Mail's Access 1400 Advertising Mail; (v) Royal Mail's Sustainable Advertising Mail (Entry) Low Sort Economy Mailmark; (vi) Royal Mail's Sustainable Advertising Mail (Intermediate) Low Sort Economy Mailmark; (vii) Royal Mail's Sustainable Advertising Mail (Entry) High Sort Economy; (viii) Royal Mail's Sustainable Advertising Mail (Intermediate) High Sort Economy; (ix) Royal Mail's Access Mailmark Responsible Mail (Entry); (x) Royal Mail's Access Mailmark Responsible Mail (Intermediate); (xi) Royal Mail's Access 1400 Responsible Mail (Entry); (xii) Royal Mail's Access 1400 Responsible Mail (Intermediate); (xiii) Royal Mail's Partially Addressed Mail Low Sort Economy Mailmark; and (xiv) Royal Mail's Mailmark Partially Addressed Mail;
- 1.4. **Eligible Use** means an activity that is based on a response to the Covid-19 pandemic as set out in the Eligible Item Content Guidance Document;
- 1.5. **Expected Volume** means the forecasted number of Eligible Items that you expect you will send during the Incentive Period and as we may agree as part of the application process. We will notify you of your Expected Volume if we approve your application; and
- 1.6. **Mailing Agent** means a company (i) that posts Eligible Mail to us through a Direct Delivery Provider on your behalf; and (ii) which is responsible for invoicing you for the full postage amount for the provision of those UK Postal Letter Services.

2. Application Limitations:

- 2.1. This Incentive is limited to an aggregate of one hundred and twenty million (120,000,000) Eligible Items (**Incentive Pot**), to be split between the Incentive Period as follows:
 - (a) April to June (inclusive) – forty million (40,000,000) Eligible Items;
 - (b) July to September (inclusive) – sixty million (60,000,000) Eligible Items; and
 - (c) October to December (inclusive) – twenty million (20,000,000) Eligible Items.
- 2.2. Applications for this Incentive will be accepted on a "first come, first served basis", such that once the Incentive Pot (either in respect of any period(s) or in aggregate) has been allocated for the Expected Volumes agreed with applicants, no new applications will be accepted (either for the relevant period(s) or at all, as applicable).
- 2.3. We will not usually accept applications for Expected Volumes which exceed one million (1,000,000) Eligible Items. We may decide to accept applications for Expected Volumes which exceed one million (1,000,000) Eligible Items where we consider it fair and reasonable to do so (but, for the avoidance of doubt, will have no obligation to do so).

3. Incentive Postings:

- 3.1. Subject to the Framework Terms and the other terms below, we will award you Postage Credits for all Eligible Items that you post during the Incentive Period.
- 3.2. An **Eligible Item** means an item of Eligible Mail that is also:
 - (a) for an Eligible Use;
 - (b) not a postcard. For the avoidance of doubt, you may not post postcards under this Incentive;
 - (c) posted by you in Trays in accordance with the requirements of your agreement relating to your use of Trays (or in respect of unwrapped or polywrapped manual items you may present such items in bags or strapped bundles in accordance with the requirements of your agreement relating to presentation of unwrapped or polywrapped manual items);

- (d) posted by you using the Eligible Services (and which are made in accordance with the relevant terms and conditions for such services);
- (e) in respect of manual items, either unwrapped or polywrapped; and
- (f) not subject to any of our other incentive schemes (as determined by us).

4. **Eligibility Criteria:** In order to qualify for Postage Credits, you must post at least twenty thousand (20,000) Eligible Items during the Incentive Period.
5. **Postage Credit Cap:** You will not be entitled to Postage Credits on any Eligible Items in excess of your Expected Volume (**Postage Credit Cap**). Notwithstanding the Postage Credit Limit, we may decide (but do not have to) to award Postage Credits on up to 110% of your Expected Volume, where we consider it fair and reasonable to do so.
6. **Application Period:** Only completed application forms we receive before 11 December 2020 will be considered for participation in the Incentive.
7. **Incentive Period:** The period from and including your Start Date up to and including 31 December 2020. For the purposes of this Incentive, this means that Eligible Items must have been ordered, processed and delivered by us by no later than 31 December 2020. We will notify you of your Start Date if we approve your application form.
8. **Changes to volumes:** If, after we have approved your application form, you wish to change your Expected Volume, such change must be agreed with us, otherwise it will not apply.
9. **Incentive Rates:** The applicable postage rates for this Incentive can be found on our Website (**the Incentive Rates**). For the avoidance of doubt, you will continue to pay the standard postage rate for all items posted during the Incentive Period and will be awarded postage credits that are calculated by reference to the Incentive Rates in accordance with paragraph 10 below.
10. **Postage Credit Calculation:** The amount of Postage Credits to be awarded will be calculated by deducting the amount that you would have paid in respect of the total number of Eligible Items posted by you during the Incentive Period had the Incentive Rates been applied from the amount actually paid by you in respect of the number of Eligible Items posted by you during the Incentive Period, up to the Postage Credit Cap.
11. **Postage Credit Allocation:** For the purposes of this Incentive, this paragraph 11 shall replace and take precedence over clauses 4.7 and 4.8 of the Framework Terms.
 - 11.1. Any Postage Credits that we award to you under this Incentive will (subject to paragraph 11.3) be provided to you either:
 - (a) as a credit to your Royal Mail credit account, which you can use in full or part payment of your mailing(s) with us; or
 - (b) if you do not have a Royal Mail credit account (or we, acting in our absolute discretion, otherwise agree), as a credit to the Royal Mail credit account of your nominated Direct Delivery Provider or Mailing Agent (in which case paragraph 11.2 shall apply),
as instructed by you in the Postage Credit Application Form.
 - 11.2. If you elect and we agree to provide Postage Credits to the account of a Direct Delivery Provider or Mailing Agent in accordance with paragraph 11.1(b) and you owe any sums to us as at the date that we are providing such credits to your nominated Direct Delivery Provider or Mailing Agent, then we may (acting in our absolute discretion):
 - (a) prior to providing such Postage Credits, deduct an amount equal to the sums that you owe to us as at that date, and retain such amount in payment of such outstanding sums; and,
 - (b) provide the remaining amount of Postage Credits to the Royal Mail credit account of your nominated Direct Delivery Provider or Mailing Agent.
 - 11.3. Prior to receiving Postage Credits on any participant's behalf, we will require the relevant Direct Delivery Provider or Mailing Agent to:
 - (a) have a Royal Mail credit account, and
 - (b) enter into an agreement with us in relation to the handling of Postage Credits prior to receiving such credits.

If you have nominated a Direct Delivery Provider or Mailing Agent that does not meet either of the criteria set out in paragraph 11.3(a) or 11.3(b), Postage Credits will be provided to you in the form of a Postage Credit Voucher which you can use in full or part payment of your future UK mailings posted with us, another mail delivery provider or a Mailing Agent participating in the Scheme (subject to clauses 4.8 to 4.10 (inclusive) of the Framework Terms).

- 12. Postage Credit Application Form:** During the Incentive Period we may make available an alternative method of claiming Postage Credits for this Incentive only that does not require you to submit a Postage Credit Application Form. If we choose to do so, we will notify you of the alternative process to be followed, and the steps that we and you would be required to take in order to implement and manage that alternative method. Where you elect to participate, the process that we have notified to you in accordance with this paragraph 12 shall take priority over the process set out in clause 4 of the Framework Terms.
- 13. Liability:** In addition to (and without affecting) the other Framework Terms, our liability to you under or in connection with this Incentive will be limited to £10,000.
- 14. Warranties:** You warrant and undertake that:
 - 14.1. the Eligible Items you will send under the Incentive will be sent using the Eligible Services;
 - 14.2. the Eligible Items you will send under the Incentive have not been, are not, and will not be, included in any other Royal Mail incentive, scheme or promotion;
 - 14.3. all Eligible Items shall comply with all relevant laws and regulations, including but not limited to the CAP Code as endorsed and administered by ASA and from time to time revised by them, and all other relevant codes under the general supervision of CAP and ASA;
 - 14.4. the Eligible Items will not include mailing volume switched into this Incentive from another postal operator, one of our other postal services or from a period outside the Incentive Period;
 - 14.5. the Eligible Items will not include mailing volume which is the result of switching between/among a company's divisions, business units, brands or sub-brands; and
 - 14.6. none of the Eligible Items is connected with the calling of a local, general or European election or referendum in the UK or other special event where it is unlikely that the mailing volume for the event would be sent annually.