

Royal Mail Group Mailmark Economy Advertising Mail 2021 Incentive Incentive Terms

Background

- (A) The Royal Mail Group Mailmark Economy Advertising Mail 2021 Incentive (**the Incentive**) will award Postage Credits to a posting customer who posts Incremental Volumes of 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 Incentive 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 Services** means (i) Royal Mail's Access Mailmark Economy Advertising Mail; (ii) Royal Mail's Access Mailmark Economy Responsible Mail (Entry); (iii) Royal Mail's Access Mailmark Economy Responsible Mail (Intermediate); and (iv) Royal Mail's Mailmark Economy Partially Addressed Mail, save that the services listed at (ii) and (iii) above shall only be deemed Eligible Services on and from the Start Date up to and including 3 January 2022;
- 1.3. **Expected Incremental 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 Incremental Volume if we approve your application; and
- 1.4. **Incremental Volume** means the number of Eligible Items posted by you during the Incentive Period that exceed the number of Letters and Large Letters posted as Advertising Mail or Responsible or Sustainable Mail or Partially Addressed Mail, in the corresponding period in 2020 and/or 2021.

2. Application Limitations:

- 2.1. This Incentive is limited to an aggregate of one hundred million (100,000,000) Eligible Items (**Incentive Pot**). Applications for this Incentive will be accepted on a "first come, first served basis", such that once the Incentive Pot has been allocated for the Expected Incremental Volumes agreed with applicants, no new applications will be accepted.
- 2.2. We will not usually accept applications for Expected Incremental Volumes which exceed five million (5,000,000) Eligible Items. We may decide to accept applications for Expected Incremental Volumes which exceed five million (5,000,000) 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 Incremental Volume of Eligible Items that you post during the Incentive Period.
- 3.2. An **Eligible Item** means an item of Eligible Mail that is also:
 - (a) not a postcard, unless such postcard meets the specification requirements set out in our Machinable Postcard and One-Piece Mailer for Incentives Guide (available from our Website);
 - (b) posted by you in Trays in accordance with the requirements of your agreement relating to your use of Trays;
 - (c) posted by you using an Eligible Service (and which are made in accordance with the relevant terms and conditions for such services); and
 - (d) 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 one hundred and fifty thousand (150,000) Eligible Items during the Incentive Period.

5. Postage Credit Cap: You will not be entitled to Postage Credits on any Incremental Volume of Eligible Items in excess of your Expected Incremental Volume (**Postage Credit Cap**). Notwithstanding the Postage Credit Cap, we may decide (but do not have to) to award Postage Credits on up to 110% of your Expected Incremental Volume, where we consider it fair and reasonable to do so.

6. Application Period: Only completed application forms we receive before 12 March 2022 will be considered for participation in the Incentive.

7. **Incentive Period:** The period from and including your Start Date up to and including 26 March 2022. 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 Incremental 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 and are expressed as a percentage discount (**the Incentive Rates**). We will give you 30 Working Days' notice if we change 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. **Incremental Volume Validation and Postage Credit Calculation:**
 - 10.1. We reserve the right to review the volume of Eligible Items posted using the Eligible Services from and including the date that is four weeks prior to the commencement of the Incentive Period up to and including the date that is four weeks after the end of the Incentive Period, and to compare that volume with the volume of Letters and Large Letters posted as Advertising Mail, Responsible or Sustainable Mail, or Partially Addressed Mail in the corresponding period in 2020 and/or 2021. If in our opinion, any volume of Eligible Items you have posted during the Incentive Period, have been moved from a period outside the corresponding period in 2020 and/or 2021 (with the effect that such volume is not new incremental mail volume), or we otherwise take the opinion that the volume may not be new incremental mail volume, then we may (in our absolute discretion):
 - (a) require a signed declaration that the volume is in fact incremental volume and/or a mailing plan from you that demonstrates the volume is in fact incremental volume; and/or,
 - (b) calculate your Postage Credits by applying the applicable Incentive Rate(s) by reference to the volume of Eligible Items posted during the Incentive Period that we are satisfied constitutes incremental volume (**the Validated Incremental Volume**).
 - 10.2. We will calculate the amount of any Postage Credits to be awarded by reference to either:
 - (a) the Incremental Volume you post during the Incentive Period; or,
 - (b) if we have exercised our rights under paragraph 10.1, the Validated Incremental Volume you post during the Incentive Period.
 - 10.3. The amount of Postage Credits to be awarded will be calculated by deducting the amount that you would have paid in respect of Incremental Volume or Validated Incremental Volume (as applicable) during the Incentive Period had the Incentive Rates been applied from the amount actually paid by you in respect of the Incremental Volume or Validated Incremental Volume (as applicable) during the Incentive Period, up to the Postage Credit Cap.
11. **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 will be limited to £10,000.
12. **Warranties:** You warrant and undertake that:
 - 12.1. the Eligible Items you will send under the Incentive will be new, incremental mail volume and you will send it using the Eligible Services;
 - 12.2. the Eligible Items you declare as new incremental mail volume has not been, is not, and will not be, included in any other Royal Mail incentive, scheme or promotion;
 - 12.3. 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;
 - 12.4. 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;
 - 12.5. 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
 - 12.6. 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.