

## Background

- (A) The Royal Mail Group Advertising Growth Incentive (the **Incentive**) will award Postage Credits to a posting customer who posts incremental volumes of mail items containing Advertising Content.
- (B) We will award Postage Credits for Eligible Items qualifying 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 terms/expressions will have the following meanings:

(a) "**Agreed Expected Base Volume**" means:

- (1) if the Agreed Expected Planned Volume is greater than or equal to 100% of the Agreed Historic Volume, then the Agreed Expected Base Volume shall be an amount equal to the Agreed Historic Volume;
- (2) if the Agreed Expected Planned Volume is less than 100%, but greater than 90%, of the Agreed Historic Volume, then the Agreed Expected Base Volume shall be an amount equal to the Agreed Expected Planned Volume; and
- (3) if the Agreed Expected Planned Volume is equal to or less than 90% of the Agreed Historic Volume, then the Agreed Expected Base Volume shall be an amount equal to 90% of the Agreed Historic Volume.

and in each case, the Agreed Expected Base Volume will be as determined by us and we will notify you of your Agreed Expected Base Volume, if we approve your application;

(b) "**Agreed Expected Incremental Volume**" means the anticipated incremental number of Eligible Items that we expect you will send using the Eligible Services during the Incentive Period, as we may determine (taking into account your Estimated Incremental Volume and your Agreed Expected Base Volume). We will notify you of your Agreed Expected Incremental Volume if we approve your application;

(c) "**Agreed Expected Planned Volume**" means the anticipated number of non-incremental (i) Eligible Items; and (ii) partially addressed mail that we expect you will send during the Incentive Period, as we may determine (taking into account your Estimated Planned Volume and Historic Base Volume). We will notify you of your Agreed Expected Planned Volume if we approve your application;

(d) "**Agreed Historic Volume**" means the total number of Mailing Items which qualified as advertising mail that you posted in the 12 months before the date of your Incentive application as determined by us (taking into account your Historic Base Volume);

(e) "**Eligible Service**" means the services noted as 'Eligible Services' for this Incentive on the Incentive Website and posted either with: (1) Royal Mail (whether directly or through a mailing agent and/or an access operator); and/or (2) a Direct Delivery Provider;

(f) "**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 this Incentive such as Eligible Services, the application period, the credit value(s) applicable to this Incentive and, where applicable, the cap applicable to the Postage Credit(s) which may be obtained and the first and last posting dates under this Incentive;

(g) "**Estimated Incremental Volume**" means the forecasted number of Eligible Items that you expect you will send using the Eligible Services in excess of the Historic Base Volume during the Incentive Period, as proposed by you in this Incentive's application form;

(h) "**Estimated Planned Volume**" means the forecasted number of non-incremental (i) Eligible Items; and (ii) partially addressed mail that you expect you will send during the Incentive Period, as proposed by you in this Incentive's application form;

(i) "**Historic Base Volume**" means the historic number of Mailing Items which qualify as advertising mail that you posted as proposed by you in this Incentive's application form;

(j) "**Incentive Website**" means the website which sets out further details of this Incentive at (a) [www.royalmail.com](http://www.royalmail.com) or (b) if you post Eligible Mail through an access operator or mailing agent, <https://www.royalmailwholesale.com/advertising-mail-growth>; and

(k) **"Incremental Volume Profile"** means the proposed profile of your Estimated Incremental Volume, broken down by the following categories: (i) Eligible Service type (i.e. Mailmark® or non-Mailmark®); (ii) Eligible Item format type (i.e. Letter or Large Letter); and (iii) applicable weight band, as proposed by you in your application form, and **"Profile Mix"** shall mean a specific blend of each of these categories.

**2. Incentive Postings:** 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. Eligible Items:** Postage Credits will only be earned on Eligible Items. An Eligible Item means a Letter or Large Letter which:

- (a) contains the same generic message as the other Letter or Letters in the relevant mailing and has the purpose of promoting the sale or use of products or services or of encouraging contribution to or support of a cause ("**Advertising Content**");
- (b) are posted by you using the Eligible Services (and which are made in accordance with the relevant terms and conditions for such services);
- (c) are 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 the Incentive Website); and
- (d) are not subject to any of our other incentive schemes (as determined by us).

**3A 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>).

**4. Eligibility Criteria:** In order to qualify for Postage Credits, you must post at least:

- (a) one hundred and fifty thousand (150,000) Letters; or
- (b) seventy five thousand (75,000) Large Letters,

more than your Agreed Expected Base Volume during the Incentive Period.

**5. Postage Credit Limit:** You will not be entitled to Postage Credits on any incremental volume of Eligible Items in excess of your Agreed Expected Incremental Volume.

**6. Claiming your Postage Credits:** You may claim Postage Credits by sending us a completed Postage Credit Application Form in accordance with Clause 4 of the Framework Terms.

**7. Confirmation and Calculation of Postage Credits:**

7.1 Subject to you meeting the Eligibility Criteria in paragraph 4, we will review and confirm your Postage Credits entitlement, by way of an email confirmation, in accordance with Clause 4.4 of the Framework Terms. We will do this by: (a) checking that items that you have posted meet the criteria for Eligible Items set out in paragraph 3 of these Incentive Terms; (b) checking that the Eligible Items that you have posted are in line with the Incremental Volume Profile you gave in your application form for this Incentive; and (c) determining that, when measured against the Agreed Expected Base Volume, you have posted incremental Eligible Items consistently against those Profile Mixes shown in the Incremental Volume Profile.

7.2 If, as a result of the validation exercise referred to in paragraph 7.1, we believe that any of the volume of Eligible Items that you have posted and your Incremental Volume Profile are inconsistent, then we may take other factors into consideration (such as your Historic Base Volume) to determine whether, notwithstanding that inconsistency, the Eligible Items that you have posted are incremental volume. This may include discussing with you the reason for any inconsistency, and/or requiring a signed declaration from you that the relevant volume is in fact incremental volume. If we are unsatisfied (in our absolute discretion) that there is a good reason for such inconsistency, we will not pay Postage Credits to you under this Incentive.

7.3 If, as a result of the validation exercise referred to in paragraph 7.1, we are satisfied that the volume of Eligible Items that you have posted and your Incremental Volume Profile are consistent (or if we consider that there is a good reason for any inconsistency) then we will calculate the Postage Credits due to you. We will do this by applying the applicable Postage Credit Rate(s) against your incremental volume of Eligible Items posted during the Incentive Period, up to the Postage Credit Limit.

- 7.4 In certain circumstances, we may decide to award you more Postage Credits than that to which you are strictly entitled under this Incentive, if we consider (in our absolute discretion) it fair and reasonable to do so when assessing what you have posted. For example, despite the Postage Credit Limit, we may decide (but do not have to) to pay Postage Credits on up to 110% of your Agreed Expected Incremental Volume for any particular Profile Mix, where we consider it fair and reasonable to do so.
- 7.5 Notwithstanding any other provision in these Incentive Terms, if either:
- (a) your posting volume varies materially over the previous 24 month period before the date of your Incentive application, then we may (at our sole discretion) request further evidence to validate the Agreed Expected Base Volume; or
  - (b) you had already committed to send incremental volume prior to the date of the advertisement of this Incentive,
- then in either instance, we may (at our sole discretion) adjust the Agreed Expected Base Volume number in which case such decision shall be final.
- 8. Application Period:** Only completed application forms we receive within the application period set out in the Eligible Services and Postage Credit Rates Document on the Incentive Website shall be considered for participation in this Incentive.
- 9. Incentive Period:** A period of 12 months starting from the Start Date. We will email you to confirm your Start Date if we approve your application form.
- 10. Changes to volumes:** If, after we have approved your application form, you wish to change your Estimated Incremental Volume, such change must be agreed with us, otherwise it will not apply.
- 11. Postage Credit Rates:** The applicable Postage Credit Rates for this Incentive can be found on the Incentive Website. We will tell you if we change the Postage Credit Rates on 30 (thirty) Working Days' notice.
- 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 will be limited to £10,000.
- 13. Cancellation of Incentive:** If you have not started posting Eligible Items within six (6) months of the Start Date then we may cancel this Incentive without liability to you.
- 14. You warrant that:**
- (a) the Eligible Items you will send under this Incentive will be new, incremental mail volume and you will send it using the Eligible Services;
  - (b) the Eligible Items you declare as new incremental mail volume have not been, are not, and will not be, included in any other Royal Mail incentive, scheme or promotion;
  - (c) 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;
  - (e) the Eligible Items will not include mailing volume switched into this Incentive from another postal operator or one of our other postal services or from a period outside the Incentive Period;
  - (f) the Eligible Items will not include mailing volume which directly relates to notices or other mailing items required by applicable law in respect of a merger or acquisition that affects you and that occurred within the 24-month period prior to the Start Date or within 12 months after the Start Date;
  - (g) 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
  - (h) none of the Eligible Items are 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.