

PRIZESAVER ACCOUNT TERMS AND CONDITIONS

- 1) *HM Treasury originally provided a prize draw facility to participating credit unions, including [insert name of credit union] Credit Union. Participating credit unions, in conjunction with the Association of British Credit Unions (the organisers - together, "we", "us"), have now extended the scheme to which will run on an annual basis from 1 October 2021 until further notice. We will give reasonable notice in advance of any change taking effect if we have elected to terminate the scheme and cease to operate prize draws*
- 2) We will operate a free monthly prize draw with a main prize of not less than £5,000 and at least twenty smaller prizes of not less than £20 each. The monthly prize draw will take place around the 15th of each month, although in exceptional circumstances the prize draw may be postponed or cancelled. Winners will be selected via a randomised computer process from all valid entries from all the participating credit unions.
- 3) In order to be eligible to enter the prize draw, you must:
 - a) have a PrizeSaver account with us;
 - b) hold your PrizeSaver account in your sole, personal capacity and not jointly with any other person or in connection with the operation of any business or commercial undertaking;
 - c) be aged 18 or over;
 - d) be resident in England and Wales or Scotland.
- 4) Employees of [insert credit union name] Credit Union and their family members who meet the eligibility criteria in paragraph 3 above can be included in the prize draw provided that the employees in question:
 - a) are not responsible for collecting, collating or submitting any data or information in connection with any prize draw,
 - b) do not perform a role that might reasonably be considered to offer an opportunity to influence the outcome of any prize draw, and
 - c) are not responsible for the payment of prizes or communicating with winners in relation to any prize draw.

Or

 - d) Employees or volunteers of [insert credit union name] Credit Union and their family members cannot be included in the prize draw.
- 5) By opening a PrizeSaver account with us, you are applying to participate in the prize draws and agree to comply with these prize terms. We will automatically enter you into any of the prize draws which you are eligible to enter. Participation in the prize draws will not affect any of the conditions of your PrizeSaver account, including the interest rates applicable to your PrizeSaver account.

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- 6) For every £1 that you have in your PrizeSaver account as at the end of each calendar month, you will have one entry into any prize draw that takes place in the following month. You can have a maximum of 200 entries into the prize draw. This maximum amount applies regardless of whether you have more than £200 in your PrizeSaver account.
- 7) You may only have one PrizeSaver account. If you open more than one PrizeSaver account or attempt to do so, you may be disqualified from entering into any prize draws.
- 8) We may also arrange other prize draws in addition to the monthly prize draws. These other prize draws may be limited to particular credit unions or particular types of Member. We will enter you for any other prize draw for which you are eligible. Any other draws will be operated on the same terms as the monthly draws, but we reserve the right to increase the number or amount of the prizes. We will notify you of the details of any other prize draw which you may be entered for.
- 9) You can find details of the prizes for each prize draw on our website [insert website address] or by contacting our office on [insert contact email or telephone number].
- 10) We reserve the right to increase the amount or number of the prizes in a monthly prize draw (either for that particular prize draw or for future prize draws as well). The minimum amount of each prize, the minimum number of prizes in any prize draw set out in paragraph 2 above and the value of each entry into a prize draw will not be changed prior to the end of the scheme, but we may amend any of the other terms of the prize draw, including the maximum number of entries each person can have in any prize draw. We will notify you at least 14 days in advance if the organisers notify us of any change to the monthly prize draw arrangements. If you no longer wish to take part in future prize draws based on the amended terms, you will need to close your PrizeSaver account with us.
- 11) We reserve the right to postpone a particular prize draw. We expect that prize draws will not be postponed other than in exceptional circumstances, such as where there are technical or operational problems with the prize draw or if the prize draw cannot take place due to circumstances outside the organisers reasonable control. In the unlikely event that those circumstances cannot be remedied, the organisers reserve the right to cancel the prize draw. We will notify you promptly but will not be responsible if the organisers choose to postpone or cancel any particular prize draw. If a prize draw is postponed, we will notify you once the organisers have notified us that the prize draw is being re-run.
- 12) The Association of British Credit Unions and the participating credit unions have the right to terminate or suspend the involvement of any participating credit union in the scheme, as per a collective majority vote of the organisers. If the organisers exercise any of these rights in respect of {insert credit union name}, we will notify you as soon as possible, explaining the consequences for your participation in the prize draws, and you will have the option to close your PrizeSaver account.
- 13) If you win a prize:

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- a) We will normally write to you at the latest postal or email address we have for you in our records to notify you within 21 days of the prize draw taking place. We do not accept any responsibility if you do not receive this notification due to any technical reason or as a result of your address being incorrect or incomplete.
 - b) If you win the headline prize in any prize draw:
 - i) you must give us the details of a UK bank account or a UK credit union account in your name into which the prize must be paid. You may nominate your PrizeSaver account for this purpose, but you may also use a different account if you prefer; and
 - ii) when we notify you that you have won, we will also tell you what the deadline is for you to give us the details of the account referred to in (i) above. If you have not given us the information by that day, if you decline to accept the prize or if we have been unable to reach you after reasonable attempts using the contact details we have on record, you will forfeit the prize.
 - c) In relation to all prizes other than the headline prize, we will pay your prize money directly into your PrizeSaver account.
 - d) We do not accept any responsibility if you are not able to take up a prize.
- 14) The decision regarding prize winners is final and no correspondence or discussion will be entered into, other than with the winners.
- 15) Unless otherwise agreed in writing by us, a prize will only be awarded directly to the registered holder of the PrizeSaver account.
- 16) If there is an error in relation to any prize draw, we may decide in its discretion whether it will re-run the prize draw.
- 17) If, for whatever reason, you are left out of a monthly prize draw for which you would have been eligible, we will not be responsible to you for any potential prize you could have won.
- 18) If you:
- a) open more than one PrizeSaver account or attempt to do so; or
 - b) provide any information in relation to the prize draw which you know to be untrue; or
 - c) if we otherwise suspect that you are acting fraudulently or dishonestly; we may take steps to recover any money inappropriately awarded to you. We may also close your PrizeSaver account, and you may be prevented from entering any future prize draws.
- 19) Winners may be requested to participate in future publicity, but will not be required to do so. We will contact you if we wish to ask you to participate in future publicity.

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- 20) If, at any time, you decide that you no longer wish to take part in future prize draws, you will need to close your PrizeSaver account. You will not incur any fees or charges by closing your PrizeSaver account.
- 21) If you close your PrizeSaver account, you will automatically be excluded from any future prize draws.
- 22) We may amend these terms at any time to reflect any changes to the arrangements for the prize draws that we make from time to time. You should check our website [insert credit union website] from time to time to familiarise yourself with any changes to these terms.
- 23) On termination or expiry of the scheme, the prize draws will cease, and we will [specify consequences of termination or expiry on the PrizeSaver Accounts].
- 24) In the event of a conflict between these prize terms and any other terms relating to your PrizeSaver account, these prize terms shall prevail.
- 25) These terms shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales. If you are resident in Scotland, you may also bring proceedings in the courts of Scotland.
- 26) The promoter of the prize draws is [insert name and address of the Credit Union]. The promoter shall have sole responsibility for the prize draws, but you agree that the organisers shall have the right to enforce any provision of these prize terms and participate in the conduct or resolution of any claim or dispute arising out of or in connection with the prize draws or the PrizeSaver account in its sole discretion as if it was a party to these terms.
- 27) [Insert name of Credit Union] will use the information you provide to apply for your PrizeSaver account and any information that is generated or collected once your PrizeSaver account is opened (as applicable), to provide the PrizeSaver account, to communicate with you and to comply with applicable legal requirements. [Insert name of the Credit Union] will also share your information with the organisers for the purposes of operating the prize draws and evaluating the effectiveness of the prize draws. For more information, please see our privacy policy [provided overleaf [link to credit union website privacy policy]].