

KINGDOM COMMUNITY BANK – PRIZE DRAW 2020

TERMS AND CONDITIONS

1. Definitions

- 1.1. KCB shall mean Kingdom Community Bank, a trading name of the organisation detailed in clause 8.1.
- 1.2. **(the) Prize** shall be as detailed in clause 3.
- 1.3. **(the) Prize Draw** shall mean the Prize Draw conducted under these Terms and Conditions.

2. Eligibility

- 2.1. Entry into the Prize Draw is open to any person who (as at 1700 on Wednesday 12 March 2020) is:
 - 2.1.1. aged 18 or over; **and**
 - 2.1.2. a fully registered, qualifying member of KCB.
- 2.2. Entry into the Prize Draw is **not** open to:
 - 2.2.1. any employee or agency of KCB; **or**
 - 2.2.2. any other person connected with the creation and administration of the Prize Draw; **or**
 - 2.2.3. (in either case) their immediate family members.
- 2.3. Proof of eligibility may be required (at KCB's sole discretion) before the Prize winner can claim their Prize.
- 2.4. KCB shall have sole discretion in determining the eligibility of any individual, and reserves the right to disqualify any otherwise eligible entrant whose conduct is contrary to the rules and spirit of the Prize Draw.

3. The prize

- 3.1. The winner of the Prize Draw shall receive a boxed, new 2020 model iPad in space grey with 32GB of storage and wi-fi connectivity worth approximately £349.
- 3.2. KCB reserves the right to substitute the Prize for another Prize of equal value.
- 3.3. KCB accepts no responsibility for any costs associated with, and not expressly included in, the Prize, including (but not limited to) the costs of additional charging devices, software and apps, mobile internet access, and protective casings.

4. Entering the draw

- 4.1. Any eligible individual who provides updated contact details to KCB through www.kingdcomcb.org.uk/mydetails between 0900 on Friday 13 March 2020 and 1700 on Saturday 30 May 2020 shall automatically be entered into the Prize Draw. Entries received outside of this timeframe will not be considered.
- 4.2. Only one entry per person will be accepted, and joint submissions are not permitted.
- 4.3. KCB accepts no responsibility for entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.
- 4.4. Proof of submission is not proof of receipt by KCB, and therefore not proof of entry.

5. Selection and notification of the winner

- 5.1. A winner will be chosen by random draw performed by a computer process on or before 25 June 2020.
- 5.2. The winner will be notified by telephone on or before 30 June 2020.
- 5.3. If the winner does not respond to KCB within 14 days of being notified, then the winner's Prize is forfeited, and KCB shall be entitled to select another winner in accordance with

the process described above. Any alternate winner(s) shall be subject to the same notification requirements.

- 5.4. If the winner rejects their Prize, or their entry is found to be invalid and/or in breach of these Terms and Conditions, the winner's Prize shall be forfeited, and KCB shall be entitled to select another winner in accordance with the process described above.
- 5.5. The winner will be required to attend a branch of KCB at a reasonably agreed date and time in order to receive their Prize.
- 5.6. KCB shall publish the name of the winner on its website no later than 30 June 2020. The name of the winner may also be obtained within 60 days after 25 June 2020 by sending a stamped, addressed envelope to KCB's principal office, set out in clause 8.1
- 5.7. The winner may be required to take part in promotional activity related to the Prize Draw and the winner shall participate in such activity on KCB's reasonable request. The winner consents to the use by KCB, both before and after the closing date of the Prize Draw for an unlimited time, of the winner's voice, image, photograph and name for publicity purposes (in any medium, including still photographs and films, and on the internet, including any websites hosted or operated by KCB) and in advertising, marketing or promotional material without additional compensation or prior notice and, in entering the Prize Draw, all entrants consent to the same.

6. Liability

- 6.1. KCB accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by you as a result of entering the Prize Draw or accepting the Prize. KCB further disclaims liability for any injury or damage to your or any other person's computer relating to or resulting from participation in or downloading any materials in connection with the Prize Draw. Nothing in these Terms and Conditions shall exclude the liability of KCB for death, personal injury, fraud or fraudulent misrepresentation as a result of its negligence.
- 6.2. KCB shall not be liable for any failure to comply with its obligations where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.

7. Legal

- 7.1. KCB shall use and take care of any personal information you supply to it as described in its privacy policy, a copy of which can be seen at www.kingdomcb.org.uk/privacy, and in accordance with data protection law. By entering the Prize Draw, you agree to the collection, retention, usage and distribution of your personal information in order to process and contact you about your Prize Draw entry, and for the purposes outlined in clause 5.7 as well as the uses outlined under the privacy statement which largely relate to you being a Member of KCB and us operating your accounts with us.
- 7.2. The decision of KCB in all matters under its control is final and binding and no correspondence will be entered into.
- 7.3. The Prize Draw will be governed by Scots law and entrants to the Prize Draw submit to the exclusive jurisdiction of the Scottish courts.

8. Promoter

- 8.1. The promoter of the Prize Draw is Kingdom Community Bank, a trading name of Kingdom Credit Union Ltd (Ref No 231896), which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, and which has its main address at Main Street, Methilhill, KY8 2DP.