

# COMMSAVE

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## PrizeSaver Account Terms and Conditions

1. The Association of British Credit Unions Ltd (the organisers - together, "we", "us"), are providing a prize draw facility to Commsave Credit Union. ABCUL are the holders of all intellectual property rights for PrizeSaver. Association of British Credit Unions Ltd will provide reasonable notice in advance to any participating credit union of any change taking effect if they have elected to either:

- a) terminate the scheme and cease to operate prize draws before the scheduled end date of the extension period or
- b) extend the scheme period.

2. We will operate a free monthly prize draw for all participating credit unions 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 or the next working day, 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 Commsave 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.

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.

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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.

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 customer. 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 by contacting our office on [hello@commsave.co.uk](mailto:hello@commsave.co.uk) or 0303 0402 660.

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 pilot 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 have the right to terminate or suspend the involvement of any participating credit union in the scheme. If the organisers exercise any of these rights in respect of Commsave

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Credit Union, 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:

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

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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.

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 <https://www.commsave.co.uk/downloads> 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 transfer any funds in your PrizeSaver Account to your Regular Savings Account.

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 Commsave Credit Union, 6 Duncan Close, Northampton, NN3 6WL. 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. Commsave 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. Commsave 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.



## Prize Draw - Privacy Notice

This Privacy Notice describes how Commsave Credit Union and Association of British Credit Unions Ltd (ABCUL) (together, "we", "us") collect and process personal information of PrizeSaver Account Customers in relation to the Prize Draw scheme (the "Prize Draw").

Further information about how Commsave Credit Union processes personal data in relation to providing the PrizeSaver Account more generally is available in our Fair Processing Notice, which is available at [www.commsave.co.uk/assets/public/FAIR-PROCESSING-NOTICE.pdf](http://www.commsave.co.uk/assets/public/FAIR-PROCESSING-NOTICE.pdf).

### Controller of personal information

Commsave Credit Union whose registered office is at 6 Duncan Close, Northampton, NN3 6WL and ABCUL whose address is Holyoake House, Manchester, are both data controllers of personal information collected and processed in relation to the Prize Draw.

### What personal information do we collect?

Here are the types of information we collect about you in order to provide the Prize Draws, to provide marketing about the Prize Draws and to evaluate the effectiveness of the Prize Draws:

- your name and contact information, including your email address and telephone number;
- information about your PrizeSaver account. This includes information about the accounts you hold with Commsave, the transactions on your account and the balance of your account;
- information to enable us to undertake customer due diligence checks on you including: Proof of identity and proof of address;
- socio-demographic information (such as income, savings levels etc) which we review on an anonymised basis; and
- any information you provide about how you were made aware of the PrizeSaver account.

### For what purposes do we process personal information?

We process personal information for the following purposes:

- Eligibility. We use your personal information to consider your eligibility for a Prize Draw, to award a winner and to facilitate the payment of Prizes.
- Communicate with you. We use personal information to communicate with you in relation to the Prize Draws.

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- To deal with your enquiries and requests.
- For marketing purposes. We use personal information to develop, manage and conduct advertising and marketing campaigns, promotions and offers.
- Evaluation of the Prize Draws. We will also use personal information to evaluate the success and effective operation of the Prize Draws. We may contact you directly for the purpose of conducting an evaluation of the Prize Draws.
- Fraud Prevention and AML checks. We process personal information to prevent and detect fraud and to run anti-money laundering checks to ensure that Prizes are not awarded to individuals who have made fraudulent entries or do not comply with our anti-money laundering checks.
- Comply with legal obligations. In certain cases, we have a legal obligation to collect and process personal information.

We must have a lawful basis to process personal information, which in most cases will be one of the following:

- to fulfil Commsave Credit Union's contractual obligations to you, including to operate and provide the Prize Draw;
- to comply with the respective legal obligations of Commsave Credit Union and the organisers, for example, obtaining proof of your identity to enable us to meet our anti-money laundering obligations;
- in relation to data processing by ABCUL, to perform a specific task in the public interest that is set out in law;
- we may obtain your consent to collect and use certain types of personal information when we are required to do so by law (for example, in relation to Commsave Credit Union's direct marketing activities). If we ask for your consent to process your personal information, you may withdraw your consent at any time by contacting us using the details at the end of this privacy notice; or
- to meet the legitimate interests of Commsave Credit Union and ABCUL, for example to understand how you use your PrizeSaver account and to enable us to derive knowledge from that to enable us to develop new products and services.

Where we rely on our legitimate business interests, we have undertaken an assessment where we have balanced individuals' rights against ours to ensure that our interest is not overridden by the interests individuals have to protect personal information.

## Information sharing

We may share personal information for certain purposes and with the entities described in this section:

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- **Service providers:** We will share personal information with our service providers to perform functions on our behalf, including carrying out the Prize Draw, performing marketing services, evaluating the Prize Draw scheme and any other business operations for us.
- **Business transfers:** We may share personal information to the extent reasonably necessary to proceed with the consideration, negotiation, or completion of a merger, reorganization, or acquisition of our business, or a sale, liquidation, or transfer of some or all of our assets.
- **As required by law:** We may share personal information to law enforcement agencies, courts, regulators, government authorities or other third parties. We may share personal information with these parties where we believe this is necessary to comply with a legal or regulatory obligation, or otherwise to protect our rights or the rights of any third party.

## Transfers out of the European Economic Area

Whenever we transfer personal information to countries outside of the European Economic Area in the course of sharing information as set out above, we will put in place appropriate safeguards (such as standard contractual clauses) in accordance with applicable laws on data protection. For more information on the appropriate safeguards in place or to obtain a copy, please contact us using the contact information below.

## What rights do I have?

Subject to applicable law, you have the following rights

- to request information about how your personal information is processed and to request a copy of the personal information;
- to request that any inaccuracies in your personal information are rectified;
- to request that your personal information is deleted;
- in certain circumstances, to request that the processing of your personal information is restricted;
- to object to the processing of your personal information; and
- to data portability, which allows your data to be copied or transferred from one IT environment to another.

If you wish to do any of these things, please contact Commsave Credit Union at 6 Duncan Close, Northampton, NN3 6WL.

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## How long do we keep personal information?

We will keep your personal information for as long as we have a relationship with you and for a period of time thereafter to enable us to:

- maintain business records for analysis and/or audit purposes;
- comply with record retention requirements under the law;
- defend or bring any existing or potential legal claims;
- deal with any complaints regarding the services; and
- any other purposes for which personal information will be retained.

We will delete your personal information when it is no longer required for these purposes. If there is any information that we are unable, for technical reasons, to delete entirely from our systems, we will put in place appropriate measures to prevent any further processing or use of the data.

## Contacts, notices and revisions

If you have any questions about this Privacy Notice, please contact Commsave Credit Union at [hello@commsave.co.uk](mailto:hello@commsave.co.uk). We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the Information Commissioner's Office using their website [www.ico.co.uk](http://www.ico.co.uk) or with a local authority.

We may modify or update this Privacy Notice from time to time. Where changes to this Privacy Notice will have a fundamental impact on the nature of the processing or otherwise have a substantial impact on individuals, we will give you sufficient advance notice so that you have the opportunity to exercise your rights (e.g., to object to the processing).

Classification: Public