# The **co-operative** bank

# All Together, Even Better Prize Draw

# **Terms and Conditions**

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## Introduction

#### 1. About us.

We're The Co-operative Bank p.l.c, and we're authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No: 121885). Registered office: 1 Balloon Street, Manchester, M4 4BE. Registered in England and Wales (Company No: 990937). We are the promoter of the Promotion and will be referred to as **we**, **us** and **our** under these Terms.

2. About these terms. These terms and conditions (the **Terms**) govern The Co-operative Bank All Together, Even Better Prize Draw (the **Promotion**). The Promotion will be governed by these Terms and any applicable rules and guidelines that we are subject to.

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3. **Updates.** We may update these Terms from time to time, however we'll aim to make you aware of any significant changes in advance. If you continue with an entry under this Promotion, you agree to any updated Terms.

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### **The Promotion**

1. **Automatic Entry.** You will be automatically entered into this Promotion which is provided entirely gratuitously, free of any charge or requirement to undertake any action on your part.

If you don't want to take part in this Promotion, please contact us before midnight UK time on Friday 24 January 2025 so that we can process your request.

You can contact us via our branches, telephone (03457 212 212 for Co-operative Bank or smile personal banking customers or 03457 213 213 for Business Banking customers), online secure message, or post. Further information about how to contact us can be found <a href="here">here</a> for personal banking customers, <a href="here">here</a> for Business Banking customers or here for <a href="smile">smile</a> customers. As we will need to be able to verify you to opt you out of the Promotion, contact via any of our social media posts or where we are unable to verify you will not be accepted. If you do win, you don't need to accept the prize.

2. Prize Draw. A prize draw will take place on Friday 31 January 2025 (Prize Draw Date). On the Prize Draw Date, a total of 27 eligible customers will win the Prizes (the Winner(s)).

The Prizes. For this Promotion, you will have chance to win the following prizes :-

- o 1 prize of £25,000.00
- o 7 prizes of £10,000.00
- 8 prizes of £5,000.00
- 11 prizes of £1,000.00

(each known as the Prize).

We will draw Prize winners at random from our database of eligible customers and allocate the prizes in the following order:

First drawn - 1 prize of £25,000.00; Next seven drawn - 7 prizes of £10,000.00; Next eight drawn - 8 prizes of £5,000.00; Next eleven drawn - 11 prizes of £1,000.00

Anyone who's eligible and qualifies for the Prize Draw has an equal chance of winning.

The Prize is non-exchangeable and there is no product alternative. The Prize is a cash prize, paid in pounds sterling (£) and is paid tax-free. Any taxes that are incurred on the Prize will not be paid via or by us.

### 4. Eligibility.

- This Promotion is open to any Personal or Business Banking customer who meets the following criteria as at Tuesday 31 December 2024:
  - (a) Personal Banking customer who is an individual and:
  - aged 18 years or over;
  - Resident in the United Kingdom; and
  - named as an account holder on any personal current, savings, credit card, loan or mortgage account with us (whether under our Co-operative Bank or Smile brands).; or

(b)Business Banking customers (regardless of their legal form) named as the account holder on any Business Banking account with us. A Business Banking Customer will only be allocated one entry and be eligible for a single prize. This means that a partnership of three individuals will only count as one entry and be eligible for a single prize for example.

Business Banking customers whose relationship with us is managed by a Business Banking Relationship Manager are not eligible for and will not be entered into this Promotion. .

If a Personal or Business Banking customer is named on more than one account with us, they will only be allocated one entry into this Prize Draw

- o This Promotion is not open to anyone who meets the following criteria as at Tuesday 31 December 2024:
  - our employees, contractors or agents,
  - > anyone directly connected with the Promotion or Prize Draw,
  - anyone holding an account on behalf of somebody under the age 18 or under a Power of Attorney;
  - anyone who is deceased; or hold an account with us solely as an executor or administrator;
  - > anyone with an account subject to any legal restrictions/proceedings or internal review process; and
  - anyone that solely has dormant accounts (i.e. no transactions on any account held by them in the past 15 years preceding the Prize Draw Date).
- 5. **Selecting Winners.** Winners will be randomly selected from all eligible customers within 10 working days (i.e. excluding bank holidays, Saturday and Sunday) of the Prize Draw Date (**Selection Period**)
- 6. What happens if you win. Within 30 working days (i.e. excluding bank holidays, Saturday and Sunday) of the end of the Selection Period, we will attempt to contact the Winner firstly via the phone number we hold for you. If we are unable to reach the Winner or do not hold a phone number for the Winner, we will write to you with the postal or correspondence address we hold on our records. You have until 08:00 UK time on Monday 31 March 2025 to accept the Prize, and confirm you meet the eligibility criteria (set out in Condition 7). We will send the Prize by means of a cheque, to a UK postal address agreed with you, within 30 calendar days. If you don't respond or we haven't been able to get in contact with you by 08:00 UK time on Monday 31 March 2025, we will offer the Prize to an alternative winner. All alternative winners will be subject to these same Terms.
- 7. What's excluded from Prizes. Other expenses you may incur in collecting the Prize are not included as part of the Prize.
- 8. Announcing Winners. The Winners' initials and locations may be made available in notices in our branches, online (including on social media) and for any other marketing purposes for a period of 6 months following the Prize Draw Date. We may also share this information if we are legally obligated to do so.

For more information on the Winners, please contact us at The Co-operative Bank, 1 Balloon Street, Manchester, M4 4BE.

- 9. Our rights. We have the right at any time and for any reason to:
  - o change the Prize or offer an alternative prize of equal or higher value,

- o refuse or disqualify any individual, and
- cancel, suspend or change the Prize Draw and/or Promotion.



# Other important terms

- 13. Decisions are final. Our decision on any aspect of the Promotion is final and binding.
- **14.** How we use personal data. We use personal data of participants and Winners in order to provide this Promotion. Additionally, we may use personal data of Winners to feature them as a winner in our marketing activities. For more information on how we use personal data under this Promotion, please see our Privacy Policy.
- 15. Disclaimer. We are not responsible for any network, computer or software failures of any kind, or any lost, delayed or misdirected participant entries. You must take your own precautions (such as guarding against software viruses) to protect against loss or damage. We will also not be responsible for any infringement of a third party's intellectual property rights caused by your entry into this Promotion. If a customer is entered more than once, we won't be responsible to the other customers in that relevant Prize Draw. However, we'll take reasonable steps to make sure a customer can't win more than one Prize in one relevant Prize Draw. If a customer is left out of a relevant Prize Draw, we won't be responsible to them for any potential win they might have had. We also won't be responsible if we mistakenly pay a Prize to someone who wasn't an eligible customer. However, we'll take reasonable steps to make sure this doesn't happen. We also won't be responsible to any customer if a relevant Prize Draw can't go ahead, is delayed or cancelled because of a legal or regulatory issue, a systems failure, the failure of a third party to carry out services or for any other cause beyond our reasonable control.
- **16. Our liability.** We will not be liable for any losses (including indirect, special or consequential loss or loss of profits), expenses or damage you or a third party suffers that are connected to this Promotion or by the acceptance or use of any Prize. This includes losses due to a delay or failure in performing an obligation to the Winner or other participants which is caused by:
  - technical problems that may limit or prevent a person's participation in the Promotion,
  - any act or omission of any third party (such as those involved in providing services that may be relevant to the Prize),
    or
  - any event beyond our control.

However, we do not exclude our liability for death, personal injury or any other liability which can't be excluded by law.

- 17. Invalidity. If any of part of these Terms are held to be invalid or unenforceable, the rest of the Terms will continue to apply.
- **18. Governing law and jurisdiction.** These Terms are governed by the laws of England and Wales and the courts of England and Wales will have exclusive jurisdiction to hear any disputes, contractual or non-contractual, relating to these Terms.