# Co-operative Bank plc 'Win up to £2500' prize draw Terms and Conditions

#### 1. The Promoter

The Promoter of this Promotion is The Co-operative Bank plc (trading as both "Co-operative Bank" and "smile"). The Promoter's correspondence address is 1 Balloon Street, Manchester M4 4BE

#### 2. The Prize Draws

- 2.1 The title of the Promotion is the "Co-operative Bank plc 'Win up to £2500' [previously called 'Win a Little, Help a Lot'] VISA Prize Draw'.
- 2.2 The Promotion is open to customers of the Promoter who hold an eligible current account (an "Eligible Customer") and pay for eligible goods or services within the Promotional Period using either of the following VISA cards previously issued to them by the Promoter:-
  - (i) a Co-operative Bank VISA Debit card;
  - (ii) a Smile VISA Debit card (both an 'Eligible Card')
- 2.3 The Promotion will take place between 06/12/2023 and 30/11/2025 ("the **Promotional Period**"). At the end of each calendar month within the Promotional Period a Cash Prize Draw will take place to award eleven separate cash prizes (each a "Cash **Prize**") to eleven separate Eligible Customers as follows:-
  - (i) One Prize of £2,500;
  - (ii) Ten Prizes of £500.

Up to Twenty Four Cash Prize Draws will take place, meaning that a up to a total of two hundred and sixty four Cash Prizes will be made to two hundred and sixty four separate Eligible Customers (each a "**Winner**") under the Promotion.

- 2.4 We may also offer additional prizes ("each a Bonus Prize") in addition to the Cash Prizes outlined in 2.3, and these will be communicated on the entry page of the Co-operative Bank website.
- 2.5 Bonus Prizes are not interchangeable or exchangeable and will be awarded based on available items within that Promotional Period. We reserve the right to amend/add/remove prizes from the Promotional Period.

2.6 In addition, following each of the first three Prize Draws, the Promoter will make donations to each of the registered charities identified by the Promoter on the Promotion website (the "**Donations**"). The total value of Donations made by the Promoter will be equal to the value of Prizes awarded under each Prize Draw and will be allocated between the charities on a pro-rata basis based upon the preferences indicated by all Eligible Customers who enter the Promotion and other customers of the Promoter who do not participate in the Promotion but are given an opportunity (in any way) to express a preference as to the allocation of Donations.

### 3. How to enter

- 3.1 To enter the Promotion an Eligible Customer must:
  - (a) Hold one of the following eligible Co-operative Bank or Smile current accounts -
    - (i) Cashminder
    - (ii) Current Account.
    - (iii) Current Account Plus,
    - (iv) Privilege,
    - (v) Privilege Premier,
    - (vi) Everyday Extra,
    - (vii) Student.
    - (viii) smile Current Account,
    - (ix) smile More,
    - (x) smile Student: and
  - (b) Nominate which single Eligible Card they wish to use for the Promotion, and
  - (c) Use an Eligible Card to pay for goods or services within the Promotional Period (and the Promoter may check any customer's account records for the purpose of verifying that this requirement has been complied with. Payment of goods or services which are described in the Schedule of Excluded Transactions below are ineligible. ); and
  - (d) Complete and submit the online Promotion entry form on the Promotion website [https://www.visa.co.uk/campaign/co-operativebank/chancetowin/

- 3.2 No purchase from the Promoter is necessary to enter this Promotion and there is no charge to register for use of the Promotion website.
- 3.3 Each eligible transaction will result in one entry up to a maximum of fifteen entries to this Promotion per Eligible Customer per calendar month. This means that an Eligible Customer may use a single nominated Eligible Card for up to fifteen purchases during a calendar month during the Promotional Period and be eligible to be entered fifteen times into the Prize draw. Further transactions can be made, but will not result in any additional entries into the promotion.
- 3.4 At the end of the calendar month, the transaction and entry count will reset to zero and transaction will be counted towards entries for that calendar month for prizes drawn the following calendar month
- 3.5 Payments made outside of the UK are eligible to be included, but due to the banking practices and process of other countries, may not be available to be included at the time of the draw.
- Anyone trying to circumvent this rule by using alternative details will be disqualified from this Promotion. Bulk entries made from trade, consumer groups or third parties will not be accepted. If it becomes apparent that a participant is using a computer(s) to circumvent this condition by, for example, the use of 'script', 'brute force' or any other automated means, that person's entries will be disqualified, and any Prize award will be void. Syndicated entries or those made using methods such as a computer macro, script or the use of automated devices or processes are not allowed, and all such entries will be disqualified, and any Prize won will be null and void. If the Promotion is subject to any form of multiple entry activity or other abuse, either as described above or by way of other mechanisms, the Promoter reserves the right to include additional fields on the entry page of the Promotion's website.
- 3.7 The Promoter accepts no responsibility for entries not successfully completed due to a technical fault, malfunction, computer hardware or software failure, satellite, network or server failure of any kind.
- 3.8 By submitting a Promotion entry, you are agreeing to be bound by these terms and conditions.

### 4. Winners

- 4.1 Winners will be drawn at random using a secure process under independent supervision.
- 4.2 A Winner of a Cash Prize will have their funds deposited directly into their Cooperative Bank or Smile current account within 14 days of them being selected in the random draw, subject to verification.
- 4.3 The Winners of the cash prize will receive communications by the Promoter to inform them of their successful draw. Winners may receive confirmation of their prize by email, phone, or via the Promoters mobile banking app.
- 4.4 The Winners of any of the Bonus Prizes will be contacted by email in the first instance to make arrangements for the delivery or supply of the relevant Prize. The fulfilment of the Bonus Prize award will be undertaken by a third party agent and information will be shared with them for this purpose in accordance with clause 8.4 below.
- 4.5 The decision of the Promoter as to who is a Winner is final and no correspondence or discussion will be entered into.

# 5. Eligibility

- 5.1 The Promotion is open to all Eligible Customers of the Promoter who hold an eligible Co-operative Bank or smile current account outlined in section 3.1., have been issued with an Eligible Card, are resident in the UK and aged 18 years or over,
- 5.2 In entering the Promotion, you confirm that you are eligible to do so and eligible to claim any prize you may win. The Promoter may require you to provide proof that you are eligible to enter the Promotion.

## 6. Payment of Prizes and Donations

- 6.1 Winners will be paid by direct credit into either;
  - (i) the Co-operative Bank or smile current that corresponds to the card they have used to enter the promotion,
  - (ii) a Co-operative Bank or smile current account held solely in their name; or
  - (iii) where a sole current account is not available, we will make a credit into a joint account in which the winner is named. The Promoter is not held responsible for any withdrawals of funds following the receipt into any joint account.
- 6.2 Where a Winner does not hold a Co-operative Bank or smile current account they are not eligible for this promotion and a new winner will be selected
- 6.3 Prizes will be paid within 14 days of the Winner being drawn
- 6.4 Contributions to any nominated registered charity/community partners (calculated under Clause 2.6 above) will be made by the Promoter within 30 days of the expiry of the Promotional Period of activity they are associated with.

# 7. Limitation of liability

Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees. Your statutory rights are not affected.

# 8. Data protection and publicity

- 8.1 The Promoter will only process the personal information provided in the online Promotion entry form for the purposes of administering the Promotion in accordance with these terms and conditions, the Notification of Winners and the payment of Prizes. By entering the Promotion you are agreeing that we may use your personal information for these limited purposes.
- 8.2 Winners may be contacted by the Promoter to confirm their prize where they may be asked to provide quotes. With the winner's permission, the Promoters may use the verbatim quotes on various channels such as the Promoters website, emails and social media channels.

- 8.3 The Promoter reserves the right to share limited information about winners on various channels such as the Promoters website, emails and social media channels.
- 8.4 The Promoter will engage third parties to assist with the administration of the Promotion and the operation of the Promotion website. Those third parties act as agents and data processors of the Promoter and will not use any personal information provided for any purposes other than that directed by the Promoter under these terms and conditions.
- 8.5 Further information about the way in which the Promoter will use your personal information and your rights are set out in the *Co-operative Bank plc Privacy Notice*.
- 8.6 The Promoter must publish or make available information that indicates that a valid award took place. By entering the Promotion, you acknowledge that in the event that you are a Winner, your surname and county of residence may be disclosed to persons enquiring, where permitted by law. Any entrant may object to their information being made available in this way or may request that the amount of information made available be reduced, by contacting the Promoter. In these circumstances, the entrant acknowledges that the Promoter may nevertheless disclose the relevant information, and the entrant's entry, to the Advertising Standards Authority (and/or any other competent authority) if required to do so. By way of example, this may happen where the Promoter is required to demonstrate that it has awarded any advertised prizes. To request disclosure of winner details, enquirers must submit a request to the Promoter within one (1) month following the end of the Promotion Period. Details will only be disclosed (if permitted by law) after all Prizes have been awarded.
- **9.** Duration and withdrawal of the offer
- 9.1 We reserve the right to withdraw this offer at any time and should we choose to do so, we will update our website with the final date on which we will honour any prizes.
- 9.2 From withdrawal, no entrants will be eligible to qualify for a prize unless the entry was made on or before the final date stated at the time of the withdrawal.

#### 10. General

- 10.1 If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter may, at its sole discretion, reserve the right to exclude you from participating in the Promotion.
- 10.2 The Promoter reserves the right to hold void, suspend, cancel, or amend the prize Promotion where it becomes necessary to do so.
- 10.3 These terms and conditions are governed by English law. If any entrants to this promotion wish to take court proceedings, then they must do this within the courts in the United Kingdom.

### Schedule of Excluded Transactions

(Visa merchant code and short description)

7995 - BETTING/TRACK/CASINO/LOTTO

5960 - DIRECT MARKETING INSURANCE SVC

6011 - FINANCIAL INST/AUTO CASH

6010 - FINANCIAL INST/ MANUAL CASH

6012 – FINANCIAL INST/ MERCHANDISE

9702 - GCAS EMERGENCY SERVICES

7802 - GOV LICENSED HORSE/ DOG RACING

7800 - GOVERNMENT OWNED LOTTERIES

7801 – GOVT LICENSCED ONLINE CASINOS

6300 - INSURANCE SALES/UNDERWRITE

6051 – NON-FIN INST/FC/MO/TC

6540 – NON-FIN INST-STORED VALUE CARD

6211 – SECURITIES BROKERS/ DEALERS

4829 – WIRE TRANSFER MONEY ORDER

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