

TERMS AND CONDITIONS

BFC Bank Limited (previously known as BFC Exchange Limited) terms and conditions for entry into the What would you do with £250? 2017 prize draw (“the Prize Draw”)

1. INTRODUCTION

- 1.1 These Terms and Conditions (“Terms”) shall be binding on you when entering this Prize Draw operated by the BFC Bank Limited (“the Promoter”), 9th Floor, South Quay Plaza, 189 Marsh Wall, London E14 9SH (“the Promoter’s Address”). The prize will be organised by BFC Bank Limited.
- 1.2 Entry and participation in the Prize Draw shall be deemed an unconditional acceptance by you of these Terms. All entry instructions and any other specific details relating to the Prize Draw form part of these Terms.
- 1.3 You have made certain representations and warranties to the Promoter (both in these Terms and otherwise) in entering this prize draw with the Promoter. The Promoter has relied on the accuracy and truth of such representations and warranties when accepting your entry for the Prize Draw. Should the Promoter or its agents become aware of any fraud, deceit or similar action undertaken in connection with the Prize Draw or otherwise, or any act or omission which might have (in the Promoter’s opinion, which shall be final) an adverse effect on the Prize Draw, the Promoter reserves the right to treat your entry into the Prize Draw as void (without giving any reason and without notice).
- 1.4 You agree to co-operate with and comply with all reasonable requests of the Promoter and its agents and employees in connection with the Prize Draw.

2. ELIGIBILITY TO ENTER THE PRIZE DRAW

- 2.1 You must be a resident of the United Kingdom. Employees of the Promoter, their families, agencies or any persons directly or indirectly connected professionally with the Prize Draw are excluded from entering the Prize Draw.
- 2.2 To enter the Prize Draw participants must be registered with BFC Bank Limited to be eligible to claim the prize. Entrants may be asked to provide certain information at point of entry (remittance or FX transaction) to help BFC Bank Limited establish your identity. This information may include, for example, your name, address, date of birth, gender, email address, card details and your own security questions. BFC Bank Limited reserves the right to carry out these checks in order to verify your identity, your bank account details and to ask you for further documentation for these verification purposes.
- 2.3 There are ten winners selected from the prize draws in total. You must conduct either a Remittance or FX transaction in one of our branches between 03 July 2017 0000 & 3rd September 2017 2359 (being the “Prize Draw Period”). After this date, the prize draw will close and no further entries to the draw will be permitted. Customers can enter the prize draw after each transaction over £300.00 during the prize draw period. There is no restriction on the number of transactions completed per person and entered into the prize draw.

- 2.4 Ten prizes will be awarded 10 x £250.00 GBP the prize draw will be selected at random and 10 wishes will be granted. Customers will be provided with GBP prize value as stated to purchase their wish will be awarded to the names drawn. There will be a maximum of 10 winners x £250 for the prize draw period stated. This prize is non-transferable and limited to one prize per winner. The winners will be drawn at random from all entrants who have fulfilled the entry requirements outlined here. No correspondence will be entered into regarding the prize draw process.
- 2.5 The winners of the above prize will be notified within 28 days of the end of the campaign date 3rd September 2017. They will be contacted by post, email or telephone with instructions on how to claim their prize.
- 2.6 The competition will be closed to all entries at 23:59 on 03/09/2017.
- 2.7 Participants must be aged 18 or older to enter the Prize Draw.
- 2.8 Names of winners and counties can be obtained on written request by writing to Mr. Gary O'Brien, BFC Bank Limited, 9th Floor, South Quay Plaza, 189 Marsh Wall, London E14 9SH, after the closing date.

3. THE PRIZE DRAW

- 3.1 The Promoter reserves the right to immediately withdraw your entry into the Prize Draw, if it believes you to be in breach of any of your obligations, or representations and warranties, under these Terms or otherwise conduct yourself in a manner which is inappropriate or unsuitable (at the discretion of the Promoter).
- 3.2 You will not by any act or omission do anything, which might bring the Promoter into disrepute.
- 3.3 Your transaction(s) for entry into the Prize Draw must have been completed before 2359 on 03/09//2017.
- 3.4 The prize winners will be drawn at random by BFC Bank Limited's prize draw software. This will not be possible as prizes drawn from a selection committee overseen by compliance.
- 3.5 The decision of the Promoter's independent invigilator is final and conclusive in all circumstances (including those unforeseen by these Terms) and no correspondence will be entered into.
- 3.6 The Promoter shall apply reasonable endeavours to ensure the provision and running of the Prize Draw, however, there is no charge for entering the Prize Draw and as such the Promoter can only devote limited resources to it. Entrants accept that the Promoter and their officers, employees, agents and contractors shall not directly or indirectly, be liable or responsible, in any way, for any (1) late, lost or delayed registrations, instructions or communications; or (2) website, network, computer hardware, software or telecoms failures or problems of any kind; or (3) any interpretation of the Terms or Prize Draw regulations and/or any decision in connection with the Prize Draw and any loss or damage arising directly or indirectly from any of the above.

3.7 The Promoter reserves the right to amend, alter, withdraw or terminate the Prize Draw without prior notice if unforeseen circumstances make such actions unavoidable.

4. HOW TO ENTER

4.1 To enter the Prize Draw, you must conduct a transaction, either remittance or Foreign Exchange with a minimum transaction value of **£300.00 GBP per customer within a branch BFC Bank Limited or via our on line service. You will be required to visit www.BFCExchange.com to complete an online entry form.**

4.2 You must complete either a Remittance or FX transaction between 03rd July 0000 & 3rd September 2017.2359 There is a minimum £300 GBP transaction amount limit required for entry into the draw.

4.3 The Promoter will notify the winner by post, email or telephone within 28 days of the end of the draw.

4.4 If the prize remains unclaimed after reasonable efforts have been made to contact the winner, the Promoter will be entitled to dispose of the prize as it sees fit without incurring any liability to the winner.

4.6 Details of the Prize Draw winners will be available by writing to the Promoter at the Promoter's Address, enclosing a stamped self-addressed envelope on or after 01 October 2017

5. CLAIMS TO PRIZES

5.1 There will be ten prize winners at the end of the prize draw.

5.2 The Prize consists of 10 x £250 GBP

5.3 If the Promoter becomes aware of any fraud, deceit or similar action during or in relation to the Prize Draw which relates in any way to a claim for a prize, then that claim will not be met unless it is proven to the satisfaction of the Promoter, that you had no actual or imputed knowledge of the such fraud or deceit or similar action. For the avoidance of doubt (and without limitation), if an incorrect name, age, address or other incorrect information in relation to the entry, is provided, the Promoter reserves the absolute right to treat your entry as invalid (regardless of when such information was ascertained). If the fraud, deceit or other action is only discovered after the prize has been released, you undertake to return the same (or provide compensation) to the Promoter forthwith.

6. THE PRIZE

6.1 The Prize is non-transferable, non-negotiable, non-refundable, and cannot be upgraded or given or assigned to another person.

6.2 In the event of unforeseen circumstances or circumstances outside the Promoter's reasonable control the Promoter reserves the right to withdraw or terminate the prize draw or substitute an alternative prize of equal value with another without prior notice. All prizes are subject to availability. No cash will be offered.

- 6.3 You must comply with the terms and limitations of any insurance policy relating to the Prize.
- 6.4 You are not entitled or authorised in any way to commit the Promoter to any contract, expense or cost entered into or incurred without its advance written acceptance of the same. No variation of these Terms is effective unless approved by an authorised representative of the Promoter in writing.
- 6.5 Lewd or abusive comments made to BFC Bank Limited staff will lead to the automatic disqualification of the prize draw entrant at the discretion of the Promoter.

7. CONFIDENTIALITY

- 7.1 You undertake (at all times) not to disclose, reveal, communicate or otherwise make public any information relating to the Promoter, its business, personnel, servants, agents or officers.
- 7.2 You may not publicise your involvement in the Prize Draw or the fact that you have won a prize without the prior written permission of the Promoter.

8. PUBLICITY

- 8.1 Winners must as a condition of the Prize participate in all required publicity after the Prize Draw. **By entering the draw, you agree to participate in BFC BANK LTD publicity if you win. Winners' names are available on written request, with an SAE, to the competition publishers. There may be an administration charge for this**
- 8.2 Without limitation to any other rights the Promoter may have in connection with your entry in to the Prize Draw, the Promoter shall be entitled to refer to your association with the Prize Draw and the Prize in all publicity, marketing and Prize Draw material in connection therewith.

9. EXCLUSION OF LIABILITY

- 9.1 The Promoter is not liable in any way for any costs, expenses, damages, liability or injury arising out of or in any way connected with the Prize Draw other than those costs and expenses specifically provided for in the Prize (if any). This exclusion does not include any liability, death or personal injury arising out of negligence by the Promoter.
- 9.2 The Promoter accepts no liability (and excludes all liability) for any loss of profit, business, contracts, revenues or anticipated savings or for special, direct, indirect or consequential loss of any nature howsoever arising.
- 9.3 The Promoter shall not be liable to perform any of its obligations under the Prize Draw or in respect of the prizes where it is unable to do so as a result of circumstances beyond its control and shall not be liable to compensate you in such circumstances.

10. GENERAL

- 10.1 These Terms represent the entire agreement between the parties relating to the Prize Draw and/or the Prize (unless otherwise expressly confirmed in writing by the Promoter) and supersede all prior representations, agreements, negotiations or understandings (whether oral or in writing). Except as specifically set out herein, all conditions, warranties and representations expressed or implied by law are excluded. For the avoidance of doubt, no information of any nature about the Prize Draw or the Prize or any of these Terms should be relied upon, unless confirmed in writing by the Promoter. The invalidity, illegality, or unenforceability of the whole or part of a Term or Condition (within these Terms) does not affect or impair the continuation in force of the remainder of the Terms.
- 10.2 The failure to exercise or delay in exercising a right or remedy provided hereunder or by law does not constitute a waiver of the right or remedy or waiver of other rights or remedies. These Terms shall be governed by and interpreted in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.
- 10.3 These Terms are not intended to nor shall create any rights, entitlements, claims or benefits enforceable by any person that is not a party to them. Accordingly, no person shall derive any benefit or have any right, entitlement or claim in relation to this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 10.4 Please refer to the Promoter's Privacy Policy in relation to its obligations under the Data Protection Act 1998.