

TERMS AND CONDITIONS

BFC BANK LIMITED (TRADING AS BFC EXCHANGE)

COMPETITIONS / CASH PRIZE GIVEAWAYS

1. Introduction

The following terms and conditions apply to all competitions / cash prize giveaways promoted by BFC Bank Limited (trading as BFC Exchange) in any publication including (without limitation) posters, leaflets, in branches and websites/social media. These terms and conditions apply in addition to any specific terms and conditions which may be mentioned in any promotion or messages about those competitions / cash prize giveaways or any other platform. The terms and conditions may be amended at any time without prior notice. Any changes will be updated on the BFC Exchange website. It is the customer's responsibility to make sure they review the terms and conditions. By taking part in the any competition / cash prize giveaways, you accept and agree to the terms and conditions. If you do not agree with any of the terms and conditions, then you should not take part in the competition. We recommend that you print and store or save a copy of these terms and conditions for future reference during the competition / cash prize giveaways.

The following terms and conditions apply to all competitions / cash prize giveaways BFC Bank Limited (trading as BFC Exchange) launches:

2. Eligibility

- 2.1. Entrants must meet the eligibility requirements as specified in these terms and conditions.
- 2.2. Entrants must be residents of the United Kingdom and must be aged 18 years or over at the time of entry.
- 2.3. If selected as a winner of a competition / cash prize giveaway and if required, the winner must provide details of a UK bank account in their name for the value to be credited to.
- 2.4. Employees of BFC Bank Limited (trading as BFC Exchange), are ineligible to enter - any such entries are invalid.
- 2.5. BFC Bank Limited (trading as BFC Exchange) reserves the right in its sole discretion to ask for evidence to verify the age, identity and/or eligibility of an entrant at any time, and to use any channels and methods available to carry out checks of any details provided. BFC Bank Limited (trading as BFC Exchange) may withhold delivery of a prize until it has received such evidence from the winner and failure to provide such evidence in a timely manner may result in forfeiture of the prize.

3. Entry

- 3.1. The opening date (0:00am, Wednesday 24 July) and closing date (23:59pm, Wednesday 7 August 2019) are as indicated. Any entries received before the competition / cash prize giveaway opens or after the closing date and time will not be counted or included.
- 3.2. For your entry to be valid **in branch**; the sales representative will ask you (the customer) if you would like to be included in the competition / cash prize giveaway and if you confirm that you would, the sales representative will ask you to confirm your full name, contact number (including area code if providing a landline number), email address and the option to tick a box confirming that you are happy for BFC Bank Limited (trading as BFC Exchange) to contact you in the future for other marketing campaigns. Or for your entry to be valid **via the BFC Smart Money app or website**; before you (the customer) submit your transaction **using a debit card**, you will be asked to tick a box to confirm if you would like to be included in the competition / cash prize giveaway and if you confirm that you would, you will need to complete the fields on the page to confirm your full name, contact number (including area code if providing a landline number), email address and the option to opt-in or opt-out (tick a box) for BFC Bank Limited (trading as BFC Exchange) to contact you in the future for other marketing campaigns. If you complete the form and no card payment is received, your entry will be invalid and will not be included in the cash prize giveaway draw. If you choose to make your payment **via faster payment**, you will also have the opportunity to complete the electronic entry form needed (detailed above) to be entered into the competition but if no faster payment is received your entry will be invalid and will not be included in the cash prize giveaway draw.

- 3.3. In the event of any fault, mistake, misunderstanding or dispute concerning the correctness or acceptability of any answers given by entrants, or the operation of any part of the competition / cash prize giveaway or, networks or systems, the decision of the BFC Bank Limited (trading as BFC Exchange) shall be final.

4. The Prize

- 4.1. The prize is as specified in all promotional material, unless otherwise stated.
- 4.2. The prize is subject to availability and to winner confirmation – e.g. BFC Bank Limited (trading as BFC Exchange) has managed to contact the winner and confirm eligibility.
- 4.3. Where the prize includes a monetary value, such prize will be made payable in pounds sterling in the name of the winning entrant only and cannot be made payable to any third party. This will be payable to a UK bank account in the name of the winner only.
- 4.4. No cash equivalent (where applicable) or alternative prize will be given at the request of the winner and the prize is non-transferable and non-exchangeable.
- 4.5. BFC Bank Limited (trading as BFC Exchange) will endeavour to deliver the prize to the winner within twenty-eight (28) days from the date of winner confirmation, unless stated otherwise.

5. Winner Selection

- 5.1. The winner will be randomly selected, the draw for the winner will take place within one week of the closing date. The winner will be the first entry drawn at random from all valid entries, subject to eligibility and winner confirmation.

6. Winner Contact

- 6.1. The winner will be contacted as soon as possible on or after the draw date. Reasonable efforts will be made to contact a winner on the phone number the customer has registered with BFC Bank Limited (trading as BFC Exchange) or such other method of contact (e.g. email) deemed appropriate by BFC Bank Limited (trading as BFC Exchange) in its sole discretion in the circumstances.
- 6.2. The winner will be contacted twice a day (AM and PM) over a 7 consecutive working day period until successfully contacted.
- 6.3. If the winner cannot be contacted or successful contact is not made within the time periods set out in clauses 6.2 above or if the winner fails to meet any of the eligibility requirements or is otherwise unable to comply with the terms and conditions, this may result in forfeiture of the prize and BFC Bank Limited (trading as BFC Exchange) reserves the right to disqualify that entrant (without further liability to that entrant) and offer the prize to the next eligible entrant and thereafter until a winner is found.
- 6.4. BFC Bank Limited (trading as BFC Exchange) must either publish or make available information that indicates that a valid award took place. To comply with this obligation, BFC Bank Limited (trading as BFC Exchange) will publish the winner's full name on the BFC Exchange website (until the end of August 2019) and share it with all branch managers within fourteen (14) days of the winner being selected, successfully contacted and receiving the prize. If the winner does not want any or all of their name being published, they have the right to object and must contact BFC Bank Limited (trading as BFC Exchange). In such circumstances, BFC Bank Limited (trading as BFC Exchange) may still need to provide the full name to the Advertising Standards Authority upon request.
- 6.5. Any entrant and/or winner must comply with any directions given to him or her by BFC Bank (trading as BFC Exchange) in relation to the competition / cash prize give away.



7. Liability

- 7.1. Nothing in these terms and conditions restricts your statutory rights as a consumer. For more details on these statutory rights you should contact your local Trading Standards Office or Citizens Advice Bureau.
- 7.2. Insofar as is permitted by law, BFC Bank Limited (trading as BFC Exchange), 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 BFC Bank Limited (trading as BFC Exchange), its agents or distributors or that of their employees.

8. Privacy

- 8.1. Information and data (“personal data”) which is provided by you when you register as a BFC Bank Limited (trading as BFC Exchange) customer, will be held by BFC Bank Limited (trading as BFC Exchange) only.
- 8.2. We will only send you marketing messages if you have ‘opted in’ to receiving such messages.
- 8.3. If you want to participate in the competition and you are making your transaction through a branch, please let a member of the team know so they are able to enter you into the competition. If you are making a transaction via the BFC Smart Money App or website, please make sure you tick the box to confirm you would like to take part, completing and submitting the entry form.
- 8.4. Please note that calls may be recorded, for staff training and/or quality control purposes.
- 8.5. BFC Bank Limited (trading as BFC Exchange) will only use your personal data to contact if you are the winner of the competition / cash prize giveaway, if you opt-in for future competition, promotional marketing emails and will only process your personal data as set out in the privacy policy which you can find here: www.bfcexchange.co.uk/privacy-policy
- 8.6. If you confirm ‘Yes’ to receiving competition, promotional marketing emails but then decide in the future you no longer want to receive any marketing emails, all you’ll need to do is email consumer@bfcbank.co.uk to confirm you wish to unsubscribe from receiving this type of emails.

9. General

- 9.1. These terms and conditions are available in English only and any dispute related to them (including non-contractual disputes) shall be exclusively governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the courts of England and Wales.
- 9.2. These terms and conditions were last updated on 17 July 2019.

10. Accessibility

- 10.1. If you require any information or any of our services (including our winner contact process) to be provided to you in an alternative format to those described above for accessibility reasons, we will be happy to discuss your requirements and endeavour to provide a suitable alternative. Please email consumer@bfcbank.co.uk and a member of the team will be more than happy to assist.

11. Contact Details and Further Information

- 11.1. If you have a comment, query or complaint about any interactivity provided by BFC Bank Limited (trading as BFC Exchange) you may register it by emailing consumer@bfcbank.co.uk. You’ll need to provide some or all of the following information; your name, the date(s) and time(s) when you experienced problems, the nature of the problem you experienced and a contact telephone number you can be reached on, if necessary. Queries will be addressed as soon as possible.
- 11.2. BFC Bank Limited (trading as BFC Exchange), 9th Floor, South Quay Building, 189 Marsh Wall, London, E14 9SH, United Kingdom company registered in England and Wales. Company Registration Number 04797759.

