



BALLINASLOE
Credit Union
LOCAL LOYAL LENDING

Members Prize Draw Terms & Conditions

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The Members Prize Draw Terms and Conditions are set out below. Please read the Terms and Conditions carefully. By participating in the members prize draw you confirm that you accept the terms and conditions and that you agree to be bound by them, including where you are a winner, the publishing or otherwise putting into the public domain of your name and details in the manner as set out in these terms and conditions.

Terms and Conditions

For the purpose of these Terms and Conditions all references to “the credit union” and “our credit union” and “us” and “we” is the Ballinasloe Credit Union (Our Lady of Lourdes) Limited having its registered office at Main Street, Ballinasloe, Co. Galway. Entry into the prize draw is deemed acceptance of the terms and conditions as set out herein. These Terms and Conditions together with the documents they refer to only shall apply, to all existing signed up members of Ballinasloe Credit Union (Our Lady of Lourdes) Limited as of 1st March 2020 and all future members from this date on.

Application Form

Each new applicant for participation in the prize draw must complete the members prize draw application form and sign the declaration confirming that they have read, understand, and agree to be bound by the terms and conditions as set out and authorise “the credit union” to deduct the entry fee contribution to enable participation in the prize draw. The Members Prize Draw Application form is set out in *Appendix 1* below. If the applicant changes their contact details or address, they must notify “the credit union” immediately so we can update our records.

Subscription

For a member of “the credit union” to become eligible to participate in the members prize draw, the member must contribute an entry fee of €4 every quarter, (€16 annually) and the entry fee shall be deducted from the participating members share account by “the credit union”. Contributions shall be effected by way of share transfer on a quarterly basis. The Board retain the right to alter the entry fee amount as decided from time to time.

1. The member must provide written authorisation, as provided on the application form, for deduction of the entry fee and such written authorisation must be provided to “the credit union” prior to participation in the prize draw.
2. No entry shall be valid unless the applicable entry fee has been paid and credited to “the credit union” in advance of the prize draw.

Insufficient Prize Draw Fund Amount

Where the participating members share balance is less than the amount of €14 (fourteen euro) this amount shall be regarded as an “insufficient prize draw fund amount” and therefore no entry fee shall be deducted from that member account. The “insufficient prize draw fund amount” shall also include; where the participating member has pledged an amount as security against their loan, the member draw deduction will not be permitted unless the share balance totals at least €4.00 above the pledged amount. It shall be the members sole responsibility to ensure that sufficient funds are available in their account to enable their entry to be included into the prize draw. The credit union shall have no obligation to notify members where their account reaches the “insufficient prize draw fund amount”. Where the member reaches the

“insufficient prize draw fund amount” they shall be excluded from the draw for that period and each subsequent draw until they no longer fall into the “insufficient prize draw fund amount”.

Eligibility to Participate

Participation in the members prize draw is limited to: -

1. Members of Ballinasloe Credit Union (Our Lady of Lourdes) Limited,
2. Members who have attained their 18th birthday at the time of the application to enter the prize draw,
3. Members who have a minimum of €14 balance in their share account or a minimum of €4.00 above the amount of pledged share value, on the designated deduction day.

Exclusion from Participation

The following members of “the credit union” shall be excluded from participation in the members prize draw,

- Credit Union Staff, Directors, volunteers, and members of the Board Oversight Committee, and or any person and or persons directly involved in the Internal members prize draw process.

Register of Entrants & Winners

A register of entrants and a register of all prize draw winners will be maintained at the offices of Ballinasloe Credit Union (Our Lady of Lourdes) Limited, Main Street, Ballinasloe, Co. Galway and this is accessible to authorised internal and external personnel.

Frequency of Members Prize Draw

The Members Prize Draw will normally be held every quarter in March, June, September and in December. The Board may deem any of these draws to be a “special prize draw”. The date and location of the draws shall be decided by the Board of Directors and published on the credit union website and social media pages in January of each year. In the event of insufficient support by members, the scheme may be discontinued or suspended at any time and the Board retains the right to vary the frequency, location, and dates of the members prize draw.

Date and Location of Members Prize draw.

The members prize draw will normally be held in our offices at Ballinasloe Credit Union (Our Lady of Lourdes) Limited, Main Street, Ballinasloe, Co. Galway, or such other place as determined by the Board of Directors.

Members Prize Draw Prize Fund

The members prize draw is self-financing and conducted on a breakeven basis. The total members prize draw fund which may be available for distribution at any time, comprises of the total member contribution less the legitimate expenses and overheads of the prize draw as determined by the credit union. The balance of funds held may be distributed by way of extra or additional cash prizes in any particular draw. The number of prizes and the monetary value of the prize fund and or the division of the prize fund for the members prize draw shall be determined by the Board of Directors insofar as possible, as the amount of the prize fund available per draw shall be dependent upon the member contribution to that specific draw period.

Draw Method

The draw is made by a method deemed appropriate by the the credit union and supervised by an Independent Scrutineer. The winners shall be selected by way of random draw selection from all eligible and valid entries at the applicable draw date. The highest valued prize shall be awarded to the first drawn member(s) account number, the second highest value prize awarded to the second member(s) account number drawn and so on until all prizes are awarded.

Verification of the Draw Result

After verification of the winners the credit union will notify the winning members by post and the top prize winner will also be contacted by phone call. To comply with our statutory obligations all winning members must have or provide up to date photographic identification and proof of address on file before prize collection and/or transfer of prize money.

Prize collection.

The top prize winner from the members prize draw shall be presented with the prize at a date and location as determined by the credit union. All cash prizes from the members prize draw shall be credited to the current account of the winning member(s) account by way of electronic funds transfer on the designated transfer day that being the third business day from the day following the prize draw where ID & address verification are already in place. In any other case cash prizes will be credited to the current account of the winning member immediately following receipt of ID & address Verification. The winning top prize and payment of the cash prizes shall be subject to the set off rule as per page 15 of this document.

All prize winners must, prior to prize collection complete the form of receipt and indemnity as set out in *Appendix 3,4,5 & 6*.

Publication of Winners Details

The credit union shall publish the prize winners name & details, which may include a photograph or photographic image of the prize winner's presentation on our website, social media pages, credit union newsletter, and print media subject to the winner's consent. The winner may complete the "consent form for photograph, photographic image and publishing", prior to the winner's presentation. The consent form is set out in *Appendix 2*. Where the winner(s) consents to photograph & publication, ownership of the photograph and /or photographic image is retained by the credit union.

The credit union shall publish all the winning members names (subject to the winner's consent) in respect of each member's prize draw, and they may be published in or on: -

- a) The credit union website, and or
- b) Our social media pages and or
- c) The Credit Union newsletter and or
- d) Made available at our Offices at Main Street, Ballinasloe, Co. Galway and or
- e) Other media outlets as determined by "the credit union".

Update of Personal Details or Change of Personal Details

To comply with our AML obligations all prize winners must have up to date photographic identification and proof of address on file before prize collection. Where you have changed your personal details such as your home or work address, your email address or your contact telephone number or changed your name upon marriage please contact us to enable us to update our members prize draw records including where: -

1. Where you are entered into the members prize draw as a joint account entry and no longer hold or are a party to that joint account or,
2. Where you are no longer an authorised signatory for or on behalf of a group, club, society, or a body (incorporated or unincorporated) or,
3. Where you are no longer an authorised signatory for or on behalf of a member of "the credit union".

Inability to Contact Winning Member

The Credit Union shall make every reasonable effort to contact and inform the winning member(s), however where the winner(s) of the top prize cannot be contacted using the contact details on file as provided by the member(s), the credit union shall reserve the right to recover from the member(s) any such reasonable costs incurred in making efforts to locate and make contact with the winning member(s).

One Win Per Draw Rule

A member of the prize draw shall only be entitled to win one prize in the same draw. Where a member wins more than one prize in the same draw, the second or subsequent prize in that particular draw shall be disregarded and deemed null and void. The credit union will strictly apply the one win per draw rule to ensure a fair and balanced distribution of prizes among all draw participants. However, where a member is a prize-winner in one draw, they continue to retain the right to win a prize in any subsequent or future draw.

Entry Limit to the Members Prize Draw

Entry to the prize draw shall be limited to one entry per member, or one entry per joint account or one entry per group, club, society, or a body (incorporated or unincorporated) account. To prevent unfair advantage with regard to the prize draw the entry limit rule shall apply as follows.

1. Where a member has entered into the members prize draw as a single member entry, they shall not be eligible to enter into the prize draw as a member of a joint account entry, unless they opt out and cancel their single member entry.
2. Where an entry to the members prize draw is made by members of a joint account the said members of the joint account entry shall not be eligible to make a single members entry into the draw unless they opt out and cancel their joint account entry.

Joint Account Entry to the Members Prize Draw

Where entry to the members prize draw is made by the members of a joint account, both named members must complete the members prize draw application form and sign the declaration confirming that they agree to be bound by the terms and conditions as set out herein to enable participation in the prize draw. Where entry to the members prize draw is made by the members of a joint account the entry fee shall be deducted from the members' joint account.

Where the winning entry is a members joint account the credit union shall deem the prize to be the joint property of both named members and the credit union shall present the prize to either named member of the joint account. Where one of the winning joint members receives the prize for and on behalf of both (joint) members they shall, prior to prize collection complete and sign a form of receipt and indemnity for and on behalf of both (joint) members. The form of receipt and indemnity is set out in *Appendix 4* below.

In the event of a cash prize win, the cash prize shall be automatically credited by electronic funds transfer to the members joint account on the designated transfer day that being the third day from the day following the prize draw.

Group, Club, Society, or a body Entry to the Members Prize Draw

Where entry to the members prize draw is made by a member which is a group, club, society or a body (incorporated or unincorporated), the authorised signatory or signatories of the said group, club, society or body must complete the members prize draw application form and sign the declaration confirming that the group, club, society and or body agree to be bound by the terms and conditions as set out herein to enable participation in the prize draw:-

1. Where entry to the members prize draw is made by a member which is a group, club, society, or a body (incorporated or unincorporated) the entry fee shall be deducted from the named entrant's member account.
2. Where the winning entry is a group, club, society, or a body (incorporated or unincorporated) "the credit union" shall deem the prize to be the property of the winning group, club, society, or body (incorporated or unincorporated) and "the credit union" and shall present the prize to the authorised signatory or signatories for and on behalf of the winning group, club, society, or body (incorporated or unincorporated).
3. Where the authorised signatory or signatories receives the prize on behalf of the winning entry, they shall prior to prize collection complete and sign a form of receipt and indemnity for and on behalf of the winning group, club, society, or body (incorporated or unincorporated). The form of receipt and indemnity is set out in *Appendix 5* below.
4. In the event of a cash prize win, the cash prize shall be automatically credited by electronic funds transfer to the group, club, society, or body (incorporated or unincorporated) members account on the designated transfer day that being the third day from the day following the prize draw.

Set off Rule.

The value of the winning members prize may, at the discretion of "the credit union", be subject to the set-off rule and used to reduce and or clear any monies due in default of any financial commitment or in default of any obligation due by the member(s) to "the credit union". In the event that the winning member(s) is/are a person(s) who is/are in arrears or in default in respect of any financial commitment or obligation to Ballinasloe Credit Union (Our Lady of Lourdes) Limited, the Credit Union reserves the right to make a decision to withhold delivery of the prize won by the member(s) until such time as the arrears have been paid or the default rectified. Such decision will be notified in writing to such member(s) and if within seven (7) days of the member(s) being notified, the member(s) fails to comply with the requirements of the Credit Union in relation to such arrears or default, the Credit Union shall pay over to the winning member(s) the net proceeds after deducting any such arrears or paying any monies required to remedy such default.

Opt -Out of Members Prize Draw

Where a member wishes to opt out and end their participation in the members prize draw, the member must complete sign and date the Members prize draw Opt-Out form and return the completed form to our offices at Ballinasloe Credit Union (Our Lady of Lourdes) Limited, Main Street, Ballinasloe, Co. Galway. The opt -Out form is set out in *Appendix 6* below.

1. Upon receipt of the completed Opt-Out form a member of staff shall sign and stamp the form.
2. The Opt-Out and end of participation in the members prize draw shall take effect from the date of receipt by the credit union of the completed Opt-Out form, and
3. No further deduction for the purpose of entry fee shall be made from date of receipt of completed opt out form.
4. Where a member opts out from the prize draw, they shall not be entitled to a refund of any draw contribution previously deducted for the purpose of the draw entry fee contribution.

Financial Accounts

The financial accounts of the members prize draw will be prepared each year to the 30th of September and shall be audited by the Board appointed auditor and incorporated into the consolidated accounts of the credit union and shall be presented at our Annual General Meeting.

Final Decision

The decision of the Board of Directors of Ballinasloe Credit Union (Our Lady of Lourdes) Limited concerning the interpretation of the Terms and Conditions as set out and or as amended or varied or any matter arising from the members prize draw shall be final.

Variation of Terms and Conditions

The Board of Directors reserves the right at any time to amend or vary the Terms and Conditions of the Ballinasloe Credit Union (Our Lady of Lourdes) Limited Members Prize Draw as set out herein. The Board shall publish any such amendment(s) or variation(s) to the said terms and conditions on the Ballinasloe Credit Union (Our Lady of Lourdes) Limited website and social media pages.

Personal Data

At Ballinasloe Credit Union (Our Lady of Lourdes) Limited we are fully committed to complying with our legal obligations under the General Data Protection Regulation (GDPR) and the Data Protection Acts 1988-2018. When you enter the members prize draw, we will process and retain your personal data for the purpose of and in connection with the operation of the prize draw; to administer and facilitate your entry and participation in the draw, to publicise the winning results (subject to the winner's consent) and to comply with our legal obligations. At times we may require third party service providers and/or agents to have access to and/ or process your personal data for the purpose of providing "the credit union" with operational and support services in relation to or in connection with the members prize draw, such processing must operate in accordance with our instructions, with respect for the safety and security of your personal data and in accordance with all applicable law. *Please see our data retention (prize draw) table set out below.*

For further information on our data processing activities and your rights under the General Data Protection Regulation (GDPR) please download a copy of our full Privacy Notice on www.ballinasloecreditunion.ie or request a copy of our full Privacy Notice from our offices at Ballinasloe Credit Union (Our Lady of Lourdes) Limited, Main Street, Ballinasloe, Co. Galway.

Data Retention Table

Members Personal data	Seven years from date of end of members relationship with us.
Members photograph/photographic image where such image is taken by Ballinasloe Credit Union at the winner's presentation or for the purpose of the winner's presentation	The Credit Union will retain such image indefinitely
Members data included on Register of Prize Draw Winners	The credit union will retain such data for a period of 7 years from end of members relationship.
Members application forms and data	The credit union will retain such data for 7 years from date of end of members prize draw participation.
Members opt out forms and data.	The credit union will retain such data for 7 years from date of end of members prize draw participation.

Governing Law

The Members Prize Draw, including the Members Prize Draw Terms and Conditions as set herein or subsequently varied or amended by a majority decision of the Board of Directors present when such decision to vary or amend was taken, or any dispute arising out of or in connection with or in relation to the Members Prize Draw shall be governed by Irish Law.

Complaints

Should you wish to make a complaint regarding the Members Prize Draw you may do so by writing to our Complaints officer at Ballinasloe Credit Union (Our Lady of Lourdes) Limited, Main Street, Ballinasloe Co. Galway. or email the Complaints officer at info@ballinasloecreditunion.ie

Regulation

Ballinasloe Credit Union (Our Lady of Lourdes) Limited is regulated by the Central Bank of Ireland having its registered offices at New Wapping Street, North Wall Quay, Dublin 1, D01 F7X3.