

# WINDFALL BOND DRAW RULES

EFFECTIVE FROM 1 OCTOBER 2020

THE  
FAMILY  
BUILDING  
SOCIETY

## KEY DEFINITIONS

1. References in these Rules to “the Society”, “we”, “us”, “our” and “the promoter” are references to Family Building Society, a trading name of National Counties Building Society.
2. References in these Rules to “you”, “your” and “customer” are references to the account holder(s) of a Windfall Bond.

## CONTRACTING PARTIES

3. The promoter of this free draw is the Family Building Society, Ebbisham House, 30 Church Street, Epsom, Surrey, KT17 4NL.
4. By entering the free draw, you will be deemed to have read and agreed to these Rules and any other requirements set out in any associated material.
5. This promotion is not available to employees of the Society, or their families, other household members, their agents or to third parties who are directly connected with the promotion, advertising or administration of this Windfall Bond Monthly Free Draw. If your situation has changed since opening a Windfall Bond and any of these now apply, please let us know as you will not be eligible for the prize draw.

## THE MONTHLY FREE DRAW

6. As a Windfall Bond account holder you will be eligible to participate in the Windfall Bond Monthly Free Draw. Each Windfall Bond will be eligible for one entry in the Windfall Bond Monthly Free Draw, starting with the first draw in the second month after the bond has been opened (for example, a Windfall Bond opened on 25 September is eligible for inclusion in the draw for the first time in November). Once a Windfall Bond has been closed it no longer qualifies for inclusion in the Windfall Bond Monthly Free Draw.
7. For each draw the maximum prize fund per month will be £92,500, this being fifteen prizes of £1,000, three prizes of £2,500, two prizes of £10,000 and one prize of £50,000.
8. There will be one monthly free draw each calendar month. The qualifying entries will be identified on the 5th working day of each month and the draw will then take place on 10th working day of each month. There will be no more than 15,000 qualifying entries in each monthly draw.
9. There will be 15,000 tickets entered into each monthly draw. Each qualifying entry is allocated one unique ticket. Twenty one tickets are randomly drawn in each monthly draw. A prize will be awarded for each winning ticket drawn which is allocated to a qualifying entry. For the first 15 tickets drawn each prize will be £1,000. For the next three tickets drawn each prize will be £2,500. For each of the next two tickets drawn the prize will be £10,000. For the final ticket drawn the prize will be £50,000. No prize will be awarded for any tickets drawn that have not been allocated to a qualifying entry for that draw.

10. Each qualifying entry can win one prize only each month.
11. Customers who hold a Windfall Bond are not required to pay to enter the draw. Entry to the draw is free and as a Windfall Bond account holder you become eligible to participate in the free draw when a Windfall Bond has been opened in your name and the initial qualifying period has elapsed.
12. Winners will be selected at random from all entries to each monthly draw by an independent third party appointed by the Society.
13. Winners of the Monthly Free Draw will be notified by us using the details held on the relevant Windfall Bond account record by one of the following methods: by email, in writing or by telephone within 10 working days from the date when the monthly draw takes place. To claim the prize the winner will be required to confirm their personal details and qualifying status to our reasonable satisfaction, following which the prize money will be paid to the winner's pre-nominated account. It is important that you advise us promptly of any changes to your contact details.
14. If the winner fails to confirm their personal details and qualifying status within a reasonable period of time (this being 20 working days from the date when the monthly draw takes place) the prize claim may not proceed and the prize award will not be paid.
15. Winners are to allow 10 working days from the date when they confirm their personal details and qualifying status for the transfer of the prize into a winner's account. We accept no responsibility for the moneys being lost or delayed by the transfer process. However, if you ask us to, we will make reasonable efforts to trace the transaction and to notify you of the outcome.
16. If the holder of a qualifying entry selected as a winner has died at any time before the prize has been transferred to them, the personal representatives of that customer may claim the prize on behalf of their estate. If they do so, we will ask for such proof of authority, such as a grant of probate or letters of administration, as we consider sufficient to evidence that the personal representatives are entitled to receive the prize.
17. There is no requirement to pay any moneys in order to discover whether a prize has been won.
18. By opening a Windfall Bond and participating in this free draw you agree to having your name and county of residence published for promotional purposes, should you win a prize.
19. In the event of any dispute regarding the Rules, the conduct, results and any other matters relating to this free draw, the decision of the Society shall be final and no correspondence or discussion shall be entered into.
20. You agree not to discredit, denigrate, or bring into disrepute the Society, its products and services and have no reason to believe that your participation in this prize draw will have such an effect.
21. A list of winners will be published on our website shortly after the draw takes place, and we will also send an email to all Windfall Bond account holders who have provided us with a valid email address. Alternatively, a list of winners will be available four weeks after each monthly draw takes place, and you can request a copy of this list by sending a stamped addressed envelope to Family Building Society, Windfall Bond Monthly Free Draw Prize List, Ebbisham House, 30 Church Street, Epsom, Surrey, KT17 4NL.

22. The prize draw is open only to UK residents aged 18 years or over holding a Windfall Bond account. The Windfall Bond must be held in their own name for the customer's own benefit or as a trustee, an attorney appointed under a power of attorney, or a deputy, curator bonis or other representative appointed by any court having jurisdiction in matters concerning mental disorder. The prize draw is not open to individuals holding a Windfall Bond on behalf of a club, society, charity or association.

## CHANGES TO OR ENDING OF THE MONTHLY FREE DRAW

23. We may cancel any one or more of the monthly draws or stop running the Monthly Free Draw altogether, without notice, if we are stopped from doing so for one or more of the following reasons:

- to comply with law or regulations,
- to comply with instructions, guidance or recommendations from a regulatory body,
- failure of our systems,
- failure of a third party to perform services related to the draw, or
- for any other cause beyond our reasonable control.

24. We may also make changes to the Windfall Bond Monthly Free Draw (such as the number and amount of the prizes or the Rules of the draw) or stop operating the draw for any valid reason, other than a reason set out in Rule 23. If we do this we will give you seventy calendar days advance notice of such changes via one of the methods set out below:

- By writing to the correspondence address for your account;
- By sending an email to the email address you have previously supplied.

A copy of the revised Rules will be provided to you when we notify you of these changes.

## EVENTS OUTSIDE OUR CONTROL

25. Except in the case of death or personal injury arising from its negligence, or in respect of fraud and so far as it is permitted by law, the promoter and its associated companies and agents and distributors will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Rules that is caused by events outside our reasonable control, including (without limitation) any telecommunications network failures, power failures, failures in third party computer (or other) equipment, fire, lightning, explosion, flood, severe weather, industrial disputes or lock-outs, terrorist activity and acts of government or other competent authorities (a "Force Majeure Event").

26. The Society's performance is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations may be performed despite the Force Majeure Event.

27. We reserve the right to extend, amend or withdraw the free draw or any part of it without prior notice or compensation if this is due to circumstances beyond our control.

## COLLUSION, CHEATING, FRAUD AND CRIMINAL ACTIVITY

**28.** If we have reasonable grounds to believe that you have participated in or have been connected with any fraud, cheating, or collusion or you become bankrupt or suffer analogous proceedings anywhere in the world, we reserve the right to disqualify you.

For the purpose of this Rule 28:

- a “fraudulent practice” means any fraudulent activity engaged in by you or by any person acting on your behalf or in collusion with you, and shall include, without limitation: (a) the collusion by you with others in order to gain an unfair advantage; (b) any attempt to register false or misleading account information; (c) any actual or attempted act by you which is reasonably deemed by us to be illegal, made in bad faith, or intended to defraud us and/or circumvent any contractual or legal restrictions, regardless of whether such act or attempted act actually causes us any damage or harm.
- a “criminal activity” shall include, without limitation, money laundering and any other criminal offence.

**29.** If we have reasonable grounds for believing that you have contravened any of these Rules, we reserve the right to disqualify you.

## LAW AND JURISDICTION

**30.** These Rules and any dispute or claim arising out of or in connection with these Rules shall be governed by or construed in accordance with English Law. You agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Rules.