



Car Competition Terms and Conditions

1. The Promoter is First Rate Credit Union Limited
2. This Promotion is open exclusively to members of First Rate Credit Union Limited aged 18 or over who hold a full, valid UK driver's licence, excluding employees or office holders of the Promoter, its agents and anyone professionally associated with this Promotion.
3. No purchase is necessary to enter the draw.
4. **Promotion Period:** This Promotion will run between 15th June 2022 and 13th December 2022.
5. **Winning Entry:** The winner will be announced at the First Rate Credit Union Annual General Meeting on 14th December 2022
6. **To Enter:** Complete the online form to provide your details (name, address, and email address, telephone, and membership number,) in order to be entered into the Prize Draw.
7. A Maximum of 1 entry is permitted per Credit Union member.
8. **The Prize:** There will be 1 winner who will win a new Toyota Yaris Hybrid. The vehicle colour and exact specification will be dependent on stock availability at the time of winner confirmation.
9. Insurance is not included in the prize.
10. Further Prize Details and Conditions:
 - a. The winner must be aged 18 or over at the time of entering the Prize Draw.
 - b. The winner must have and must show a valid full UK driving licence prior to collecting the Prize.
 - c. The winner will be asked to prove they are a resident of the UK.
 - d. The prize will be available for home delivery or collection from the retailer site.
 - e. If the prize is to be driven on a public highway, relevant tax and insurance cover must be obtained by the winner prior to collection of the Prize.
 - f. The Promoter cannot guarantee that the vehicle will not be pre-registered to the Promoter or it's associated companies.
 - g. Maintenance, services and running costs of the vehicle are the responsibility of the winner from the date of ownership. This date will be confirmed with the winner in writing following winner acknowledgement of the prize.
 - h. Vehicle warranty will vary dependent on the Prize. Warranty and its duration will be confirmed with the winner before delivery.



- i. Any pictures depicting the prizes on any media including press advertisements, posters or social media are indicative only and the actual prize may vary from the depictions.
 - j. The Promotion does not constitute an endorsement or recommendation of the product being offered as prize.
 - k. The Prize must be taken as stated and no compensation will be payable if a winner is unable to use the Prize as stated. There is no cash alternative, and the winner will be liable for all costs and expenses not stated relating to claiming the prize.
11. **Winner Selection:** 1 winner will be randomly selected from all valid entries received during the Promotion Period.
12. **Winner Notification:** The winner will be contacted either via the email address provided on entry within 7 working days of Winner Selection and will be required to respond to confirm eligibility and acceptance of the Prize, within 14 days of initial contact. This must be done by responding directly to the email. If the winner does not respond to the initial contact within 14 days, the Promoter reserves the right to disqualify the winner. If the winner is disqualified, the Promoter reserves the right to award the prize to a reserve selected in the same manner. Reserve winner may have less time to respond.
13. **Prize Acceptance:** Winners will be notified within 28 days of acceptance of the Prize to arrange delivery of the Prize. In the unlikely event that a Prize doesn't arrive within 28 days of Prize Acceptance, the winner will have a further 28 days to inform the Promoter by emailing enquiries@firstratecu.co.uk. If the winner does not inform the Promoter within this time frame, the Promoter will reserve the right to not reissue the prize or limit its value at their sole discretion.
14. Following prize acceptance, the name of the winner will be provided on request to enquiries@firstratecu.co.uk and the winner will be asked to take part in marketing activity around the prize.
15. The Prize is not transferable or exchangeable and cannot be redeemed for monetary value or for any other form of compensation. If for any reason any element of the Prize is not available, the Promoter reserves the right, at its sole discretion to substitute another prize for it, of equal or greater value.
16. If the Promotion is not capable of running as planned for reasons including but not limited to tampering, unauthorised intervention, fraud, dishonesty, technical failures, or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right to disqualify any individual who tampers with the entry process or does not



comply with these Terms & Conditions and/or to cancel, modify or suspend the Promotion or invalidate any affected entries.

17. No responsibility can be taken for entries which are lost, delayed, corrupted, damaged, misdirected, or incomplete or which cannot be delivered for any technical, delivery or other reason. Proof of sending will not be accepted as proof of receipt. The Promoter does not guarantee continuous or secure access to the entry site.
18. The Promoter may request that the winners participate in publicity arising from the Promotion. The winners are under no obligation to participate and may decline this request. Participation is at the winner's discretion and is not a condition of Prize Acceptance.
19. It is the responsibility of the participant to provide their correct, up-to-date details when entering the Promotion and/or confirming acceptance of the prize for their prize to be processed. The Promoter cannot be held responsible for winners failing to supply accurate information which affects prize acceptance or delivery of their prize.
20. The Promoter reserves the right to verify the eligibility of entrants. The Promoter may require such information as it considers reasonably necessary for this purpose and a prize may be withheld unless and until the Promoter is satisfied with the verification.
21. The Promoter together with any associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special, or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using the Prize, except for any liability which cannot be excluded by law.
22. An individual entry must be made directly by the individual entering the Promotion. Bulk entries will not be accepted.
23. Incomplete or illegible entries and entries the details of which do not match the member's registered account details or do not satisfy these Terms & Conditions in full will be disqualified and will not be counted.
24. If it becomes apparent that an entrant is using a computer(s) to circumvent this condition by, for example, the use of 'script', 'brute force', masking their identity by manipulating IP addresses, using identities other than their own or any other automated means in order to increase that entrant's entries into the Promotion in a way that is not consistent with the rules of the Promotion, that entrant's entries will be disqualified and any prize awarded will be void.
25. The details entered into the application form must match those registered with the Credit Union on the member's account record.



26. It is the member's responsibility to ensure their account records are kept up to date and the Credit Union will not enter into correspondence to clarify incorrect entries.
27. The Promoter will not be liable for any failure to comply with its obligations or any delay in performing its obligations within these Terms and Conditions if an act, omission, event or circumstance occurs caused by (but not limited to) global or regional health crises, weather conditions, fire, flood, strike, hurricane, industrial dispute, war, terrorist activity, hostilities, political unrest, riots, civil commotion, epidemic, pandemic, famine, plague or other natural calamities and acts of God, or any other circumstances beyond the reasonable control of the Promoter.
28. The Promoter may refuse to award a Prize in the event of any entrant's fraud, dishonesty, breach, or non-entitlement under these Terms & Conditions or seek recovery of its value if the Prize has been awarded.
29. All personal data supplied for the running of this Promotion will be used solely for the purpose of this Promotion by the Promoter and/or by any agent appointed by it to assist with running the Promotion on behalf of the Promoter and will not be disclosed to a third party for any other purpose unless your positive consent has been obtained. Your personal data will be handled in accordance with the Promoter's privacy policy.
30. If any provisions of these Terms & Conditions are judged to be invalid, illegal, or unenforceable, this will not affect or impact the continuation in full force and effect the remainder of the provisions.
31. By entering this Promotion, you will be deemed to have agreed to be bound by these Terms & Conditions.
32. If a discrepancy between these Terms & Conditions and the detail in any promotional material arises, the details in these Terms & Conditions will prevail.
33. The Promoter reserves the right to adjust or amend these Terms & Conditions if necessary.
34. The Promoter's decision is final, and no correspondence will be entered into.
35. These Terms & Conditions are governed by English law and their interpretation and application will be subject to the exclusive jurisdiction of the courts of England and Wales.