

The Halifax Savers Prize Draw rules

The Draw and how to join in

1. In these rules, 'we', 'us' and 'our' refer to Bank of Scotland plc trading as "Halifax" and "Bank of Scotland". Where we say "month", we mean calendar month.

By registering for the Draw, you agree to these rules.

The Halifax Savers Prize Draw is a series of monthly prize draws to run indefinitely until we end it under Rules 23 or 24.

The Draw is a free prize draw. Entry to the Draw will not affect any of the conditions of your account, including the interest rates. Where your account conditions allow you to make withdrawals, you are free to do so, but you must maintain the qualifying balance (Rule 7) throughout the month in order to qualify for the next draw.

2. The prizes for each monthly draw are:

- Three prizes of £100,000
- 100 prizes of £1,000
- 1,500 prizes of £100

We may sometimes temporarily increase the number or size of prizes for specific draws. If we do this, we do not need to notify you or change these rules, but we will advertise the prizes available on our website and other publicity for the Draw.

All qualifying customers in each month's draw have an equal chance of winning. We will not pay the prize to any person other than the winner or their representative, as referred to in Rules 5.2, 18 and 19.

3. To be included in each monthly draw, you must be a qualifying customer and be registered for the Draw. You can register:

- By entering online;
- Over the phone (we will provide phone numbers and website addresses in leaflets and other advertising for the Draw); or
- Through one of our branches.

(You are responsible for ensuring that your details are correct.)

4. Once we receive your correctly completed entry, you'll be automatically entered into all the following monthly draws for which you qualify – unless you ask not to be. Entries are limited to one per person per month. If multiple entries are received from a customer, then only the last entry received will be entered into the Draw.

How to qualify to take part

5. To be a qualifying customer for each monthly draw, you must be an individual and must come within all of the Rules in 5.1, 5.2 and 5.3 below.

- 5.1 You must hold Halifax-branded and/or Bank of Scotland-branded personal retail savings in one or more accounts, containing the qualifying balance. The way this is calculated is explained in rule 7 below.

(This does not include any balance in:

- An account designed for children's savings, such as a Junior Cash ISA, Kids' Saver, Kids' Monthly Saver, or in any other account held by or on behalf of a child or children;
- Any account held for non-personal reasons, such as a club, charity or business account; or
- Any account which we introduce after the start of the Draw, whose conditions state that it is not included.)

For the purposes of the Draw, and these rules, a Bank of Scotland-branded personal retail savings account is a personal savings account sold through our retail business under the Bank of Scotland brand and does not include any of the other brand names used by Bank of Scotland plc such as Bank of Scotland Private Banking, Intelligent Finance (IF), Birmingham Midshires (BM Savings) or St. James's Place Bank.

- 5.2 The account(s) must be held:

- In the qualifying customer's own name (solely or jointly with someone else) – for the customer's own benefit; or
- By another person (known as a 'representative') on behalf of a qualifying customer. They must represent them personally and not, for example, as a member of a club or association.

A representative may hold an account as:

- Trustee; or
- Attorney appointed under a power of attorney, or
- Deputy, receiver or guardian appointed by the Court of Protection (in England and Wales); or, in Scotland, under a guardianship order registered with the Office of the Public Guardian.

In all of these cases, we will only recognise the validity of the representative if the account appears in our records to be held in one of the ways described above. For example, we will only recognise an account as being held by a trustee if the account title includes wording such as "Mr X trustee for Mr A".

Some historic savings accounts appear in our records in the format "Mr A in re Mr B" or similar. With these accounts we will assume that the account holder ("Mr A" in this example), is solely entitled to funds in the account and can therefore qualify for the Draw.

5.3 And you must also:

- Be at least 18 years old by the last day of the month before the Draw takes place and
- Live in England, Wales or Scotland and be entered in our records as living in one of those places. For this purpose we reserve the right to make enquiries about where you live, and it is our policy to disregard short term absences of up to 3 months from England, Wales or Scotland.

If in the future we are satisfied that the law in Northern Ireland has changed appropriately, we may allow customers living in Northern Ireland to qualify to take part in the Draw. We can do this without notifying you personally, although we will let you know on our website and in our branches. We may also include a notice in at least two national daily newspapers.

Customers who are not included

6. You are not eligible for the Draw if you are an employee of any company in the Lloyds Banking Group. If you become an employee of Lloyds Banking Group after you have registered for the Draw, you will not be eligible for any of the following monthly draws, but you can enter the monthly draws again if you later stop being employed within the Group. You also are not eligible if you are someone who is engaged as a supplier, or employed by a supplier, and you are directly involved in or help with the Draw.

What we mean by a qualifying balance

7. If a customer has a total of at least £5,000 in one or more qualifying Halifax-branded and/or Bank of Scotland-branded savings accounts for the whole of the month before the Draw takes place, we call this their qualifying balance. (Accounts which do not qualify are listed in Rule 5.1.)

To decide whether you have the £5,000 qualifying balance, we will add up the following:

- All account balances held in your sole name; plus
- All account balances held by a representative on your behalf alone; plus
- Where the funds in an account are owned jointly – one equal share of the balances held by you, or by a representative for you. For example, where there are two joint account holders, or where a trustee holds funds on behalf of two people, this will be 50%. Joint account holders (and representatives in respect of beneficiaries) need to register themselves (or their beneficiaries) separately in order for each to have a chance of winning.

8. We will check your balances at the end of the month to see if you should be entered into the next month's draw. If an amount has been included in your balance during the month which should not have been included, we will deduct that amount from your qualifying balance. This can happen, for example, because a cheque you have paid into the account is returned unpaid ("bounced") by the paying bank.

If mistakes are made...

9. We try our best to make sure that our records are correct and that all qualifying customers and only qualifying customers have been entered into each monthly draw. However, it is possible that, in a small number of cases, a non-qualifying customer may be entered or a qualifying customer may be entered more than once, or not entered at all.
10. Where a qualifying customer is entered more than once, we will not be responsible in any way to other entrants. But, we'll take reasonable steps to prevent a customer from winning more than one prize. If, for whatever reason, a qualifying customer is left out of our records or out of a monthly draw, we will not be responsible to them for any potential win they could have had. We will also not be responsible if we inadvertently pay a prize to someone who does not qualify, but we will take reasonable steps to ensure this does not happen and, where we discover the error, we will take reasonable steps to pay the prize to the next eligible person we randomly select.
11. We will also not be responsible to any qualifying customer if a monthly draw cannot go ahead, is delayed or cancelled because of a legal or regulatory issue, a systems failure, the failure by any third party to perform services or for any cause beyond our reasonable control.

The Draw and how it works

12. The Draw will be held each month during the first 3 business days. Each monthly draw will be monitored by KPMG LLP ("the adjudicator"). We will randomly select customers ("potential winners") for all prizes from amongst those customers who:
- have registered for the Draw in accordance with Rule 3;
 - have held a qualifying balance for the whole of the previous month;
 - appear to satisfy all of the entrance requirements in Rule 5 at the end of the month before the draw takes place; and
 - who are not excluded by Rule 6.
13. In all matters relating to the Draw, our decision is final and we will not respond to further questions or queries. We do not accept any liability for any letters or communications lost, damaged or delayed in transit.

14. If a monthly draw cannot take place on the scheduled date and time and is not cancelled under Rule 23, it will take place as soon as it's reasonably possible afterwards.

Announcing the winners

15. Within one month of the date of each monthly draw, where we can, we will write to potential winners who have been selected and checked against our records in accordance with Rule 12. 'Write to' in these rules includes written communication sent by e mail. We will use the last known postal or e mail address that we have in our records – although we will not use a postal address if we know that post has been returned from it. We may also try to contact potential winners by other means, such as, telephone or e-mail, where we have these details. We will let you know how you can claim your prize, and in particular whether you must attend one of our branches under rule 17 or whether we may be able to pay your prize automatically.

To make sure you don't miss out, it's important that you tell us as soon as possible if you change your postal or email address.

16. Before we pay out any prize money, we can require potential winners to provide reasonable proof of their identity, age and that they were living in England, Wales or Scotland as at the end of the month before the draw took place. We'll let potential winners know what proof we need to see when we write to them. We may also require winners or their representative to attend one of our branches to collect any prize and verify their details. Prizes will be paid within one month of us being able to contact potential winners or their representatives and confirming that they are qualifying customers.

17. If we pay a prize to a person who falsely claims to be a winner, they are liable to pay back the prize money to us – as well as any extra costs, losses, damages and expenses experienced on our part, including any costs or other amounts we suffer in paying out the prize again to a genuine winner.

18. When we have reason to believe that a winning customer may not be able to look after their financial affairs, we may ask for guidance from the Office of the Public Guardian, or similar public official, or a court as to how and to whom the payment should be made. Our final decision will take into account the type of authority any representative has, the amount of the prize and the terms of any relevant court order. We shall be entitled to follow the advice of the Office of the Public Guardian or similar public official and will follow the judgment of any court and will not be responsible for any loss suffered by the winner or a representative as a result.

19. If a qualifying customer, who we have selected as a potential winner of a prize, has died at any time before we are due to pay it, whether before or after a monthly draw has taken place, we will allow the personal representative of that customer to claim the prize on behalf of their estate. To do this, the personal representative must show us proof of authority to act – such as letters of administration, a grant of probate or such other documents we consider sufficient – to prove that they are entitled to receive the prize.

20. You can obtain the winners' names and counties from any of our branches within six months of the date of the monthly draw. We may ask the winners to take part in further publicity, but they do not have to agree to do this.

Unclaimed Prizes

21. The potential winner will no longer be entitled to a prize, if,

- we have received no response to a letter or e-mail sent in accordance with Rule 15 to a potential winner within six months of sending it, or
- we have not been able to send a letter, because post has been returned from the address, we have not made contact through other means and more than six months has passed since the relevant draw, or
- if having made contact with a potential winner, we discover that they are not a qualifying customer or have been unable to provide the details we require or have failed to attend at our branch as required by Rule 16.

At that time we will donate the unclaimed prize to a charity or charities supported by Lloyds Banking Group. If a potential winner, who would have been a qualifying customer at the time we attempted to contact them, attempts to claim a prize after the six month period and there is reasonable justification for the delay, we may decide to award the prize, but we do not have to do so.

How to stop taking part

22. If, at any time, you decide you don't want to take part in future draws, please let us know by writing to us at: FREEPOST, Halifax Savers Prize Draw. We must receive your letter by the last day of the month before the next monthly draw takes place in order for you to be excluded from that draw and future draws.

If all of your qualifying savings accounts are closed at any time, you will remain registered for the Draw, and if you subsequently open another qualifying savings account you will be eligible to win a prize if you satisfy the entry requirements at that time.

Changes to the Draw and if we end the Draw

23. We may cancel any of the monthly draws or stop operating the Draw altogether, without notice, where we are prevented from continuing because of:
- a legal or regulatory issue,
 - a systems failure,
 - the failure by any third party to perform services; or
 - for any cause beyond our reasonable control.

If this happens, we will notify you by placing a notice in our branches and on our website as soon as we are practically able to afterwards.

24. We may stop operating the Draw at any time by giving you notice.

At any time by giving you notice, we may also change these Rules, including the features of the Draw – such as the amounts and number of prizes, the brand of accounts in which a customer must hold their qualifying balance and the frequency of the draws.

25. If we stop operating the Draw or change the Draw under Rule 24, we'll let you know – on our website and in our branches. If the change could affect you adversely, we'll do this two months in advance. And if the change is beneficial or neutral, we'll let you know within a month of the change happening. Where the change could affect you adversely and we have a current address for you from which communications have not been returned, we will also write to you at least two months in advance. We may do this by any means, including post, e-mail or other written form of communication.

If we do make changes, customers who don't want to take part in the Draw anymore are free to opt out under Rule 22 (see above).

The promoter

26. Bank of Scotland plc is the promoter of the Draw. Its registered office is at The Mound, Edinburgh, EH1 1YZ.

This information is not part of the rules.

We may share your name, address and details of your accounts with the adjudicator – this is to verify that the Draw has been carried out in line with these rules. You can access more information about how we share your information in our full privacy notice at www.halifax.co.uk/securityandprivacy/privacy/ or ask us for a copy.

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