

Car Draw Terms & Conditions

March 03, 2018

THIS DOCUMENT CONTAINS IMPORTANT INFORMATION.
PLEASE READ CAREFULLY AND RETAIN FOR FUTURE REFERENCE.

TERMS & CONDITIONS

Your agreement with us (Member First Credit Union, Ltd.) for participation in the Car Draw consists of these terms and conditions and the following additional terms and conditions:

any terms and conditions implied by law in the credit union-customer relationship (except to the extent that they conflict with these terms and conditions);

the application form completed by you when applying for participation in the Car Draw (**Application Form**);

all signing instructions in respect of your account that you give us from time to time; and all other documents that are incorporated, either expressly or otherwise, into these terms and conditions.

Copies of these terms and conditions may be obtained from any of our branches or on our website www.mfcu.ie. If you have any questions with regards to these terms and conditions, we will be happy to discuss them with you.

1. Car Draw Eligibility

- 1.1 Participation in the Car Draw is limited to members of Member First Credit Union Ltd.
- 1.2 Officers of Member First Credit Union Ltd. are prohibited from entry into the Car Draw.
- 1.3 All participants must be over 18 years of age.
- 1.4 To ensure compliance with the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010, members may be required to produce to the Credit Union satisfactory evidence of identity, current permanent address and source of funds by means of supporting documentation.
- 1.5 Entry to the Car Draw is limited to one entry per member. In the case of entries in respect of joint accounts, the joint names will be entered in the draw and if successful, the prize

will be awarded in the joint names of the account holders.

- 1.6 Entrants must formally elect to participate in the Car Draw by completing an application form.
- 1.7 In doing so members give their approval to quarterly deductions of €13.00 per quarter to the debit of their share account.
- 1.8 A minimum balance of €18.00 must be kept at all times in the member's share account to facilitate this deduction, and to keep the account open. It is the member's sole responsibility to ensure that sufficient funds are in place at the relevant time to enable their entry to be included. The Credit Union has no obligation to notify members with insufficient funds in their account.
- 1.9 In the event there are insufficient funds in the account to meet the quarterly deduction, the member is deemed to have withdrawn from the Car Draw. In these circumstances re-entry to the Car Draw is only permitted by completing a new application form.
- 1.10 In the event that a member has accumulated arrears greater than 10 weeks on their Credit Union Loan Account, the member will be automatically removed from the Car Draw and no further deductions will be made to the member's share account. Members who are removed from the draw will be issued with a letter advising of their withdrawal.
- 1.11 Members seeking to exit the Car Draw must complete a Car Draw cessation form which is available in any of the branches. Alternatively members can advise the Credit Union in writing.
- 1.12 In the event that a member closes their account and the quarterly car draw deduction has been debited to their account, the member will remain in the car draw until the end of that same quarter. This clause also applies to deceased members.

2. Car Draw Rules

- 2.1 The Car Draw will take place on a monthly basis and will be conducted in one of the branches of Member First Credit Union Ltd.
- 2.2 The Car Draw will be conducted by a member of the Board Oversight Committee on a date specified in advance by the Board of Directors.
- 2.3 The make, model and type of car made available to the draw is at the sole discretion of the Board of Directors of Member First Credit Union Ltd.
- 2.4 The Board of Directors will not engage in negotiations with the supplier of the car on behalf of the winner.
- 2.5 Member First Credit Union Ltd., its Directors, Employees, Servants or Agents will not accept any liability for defects, mechanical or otherwise found in the car supplied, or

subsequently arising, or for any consequences thereof, howsoever arising. Cars supplied will be subject to the normal warranty issued by the manufacturers.

- 2.6 Member First Credit Union Ltd. may, at the discretion of the Board of Directors, offer a cash amount in lieu of the car prize. However, the amount offered will be set at an amount lower than the value of the car being raffled at the time and the amount offered will be set at the sole discretion of the Board of Directors. The cash alternative amount is agreed by the Board of Directors and cannot be changed without the approval of the Board.
- 2.7 In addition to the Car a number of Cash Prizes will be awarded.
- 2.8 All winning members will be notified personally (by phone or in writing) and as applicable cash prizes will be lodged into winning members' share or CUCASH account. (Exceptions apply - refer 3.0)
- 2.9 In the event that a winning member of the Car or other prize cannot be contacted using contact details provided to the Credit Union by the member, Member First Credit Union will exhaust every reasonable method available to it to locate and make contact with the winning member. However, any costs incurred by the Credit Union in this regard will be borne by the member and the Board of Directors may withhold or delay delivery of the car or any other prize won by the member until such costs have been paid.
- 2.10 Winning members give consent to their details being published and to taking part in any promotional activities organised by Member First Credit Union Ltd.
- 2.11 A member cannot win more than one prize in any one draw.

3. Exceptions

- 3.1 In the event that a winning member is in arrears or in default in carrying out any financial commitment or obligation to the Credit Union, the Board of Directors may make a decision to withhold delivery of the prize until the arrears have been paid or the default been rectified.
- 3.2 Such a decision by the Board of Directors will be notified in writing to the member.
- 3.3 If within 21 days of the member being notified, he/she has failed to comply with the requirements of the Board of Directors, the Board of Directors shall be empowered to dispose of the prize at the best available price (which may not necessarily comprise the list price of the car) and pay over to the member the net proceeds after deducting any such arrears or paying monies required to remedy the default. The decision of the Board of Directors on this matter will be final and not subject to appeal.

4. General

- 4.1 The Car Draw is non-profit making and any surplus funds will be disposed of by way of extra draws and/or extra prizes.
- 4.2 The legitimate expenses and overheads of the Car Draw will be borne by the draw fund.
- 4.3 Final accounts at each year-end will be audited by auditor and incorporated into the consolidated accounts of Member First Credit Union Ltd.
- 4.4 An independent review of the Car Draw will take place on annual basis conducted by the auditors of Member First Credit Union Ltd.
- 4.5 The Board of Directors must approve changes in the Car Draw rules. The decision of the Board of Directors concerning interpretation of the rules in matters pertaining to the Car Draw will be final.
- 4.6 In the event that there is insufficient support from members, the Car Draw may be suspended or discontinued at any time by the Board of Directors.

5. Changes to these Terms and Conditions

- 5.1 Member First Credit Union Ltd. reserve the right to change these terms and conditions from time to time.
- 5.2 Should we do so we will notify you of any change to these terms and conditions by a notice sent to you by post, by a notice in our branches, by a notice on our website or by any other means required or permitted by law.

6. Contacting each other

- 6.1 Our head office is Member First Credit Union Limited, Artane Roundabout, Malahide Road, Artane, Dublin 5.
- 6.2 We are a public limited company registered at the Companies Registration Office, Dublin under registration number C13825.
- 6.3 Our principal business is the provision of financial services and we are regulated as a credit institution by the Central Bank of Ireland.
- 6.4 If you wish to contact us in relation to your account, please telephone 01 8513400.
- 6.5 Subject to applicable law, we may contact you in person or by phone, post or hand delivery, or by fax, email, online or other electronic means.
- 6.6 You will be deemed to have received any notice sent by us to the last address notified by you immediately upon delivery if delivered by hand and 2 business days after dispatch if sent by ordinary post, even if it is mis-delivered or returned undelivered. Any notice sent

by fax, email or online will be deemed to have been received by you at the time it is sent.

- 6.7 In the event that you change your address, you must notify us immediately so we can update our records accordingly.
- 6.8 We may record or monitor phone calls between you and us so that we can check instructions and make sure that we are meeting our service level standards and to ensure the security of our business and that of our customers and staff, and for the purposes of training our staff.
- 6.9 These terms and conditions are in English and we will only write and communicate with you in English.

7. Complaints

- 7.1 In the event that you wish to make a complaint, you may do so by writing to us directly at Member First Credit Union Limited, Artane Roundabout, Malahide Road, Artane, Dublin.
- 7.2 If you are not satisfied with the outcome of your complaint, you are entitled to take your complaint to the Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln Place, Dublin 2. Further details of our complaints procedure are set out in www.mfcu.ie.

8. Data Protection

- 8.1 We will at all times comply with our obligations under the Data Protection Acts as regards relevant data in our possession relating to you. Subject to you paying any applicable fee, you have the right under those Acts to obtain a copy of the personal data that we hold about you.
- 8.2 You agree that we may hold and process information about you for the purposes of operating your account.
- 8.3 We will make all disclosures and provide all information required to the Irish Revenue Commissioners and other relevant authorities in accordance with applicable laws and regulations.

9. Liability

- 9.1 We shall not be liable to you for breach of contract or for any loss of cost suffered or incurred by you in the event we cannot carry out our responsibilities to you due to circumstances beyond our reasonable control including, amongst other things, acts of God, fire, acts of government, war, civil unrest, inability to communicate with third parties, failure of any computer or telecommunications system, or failure of any payment, settlement or clearance system, labour disputes or the acts of omissions of our agents or any other third party.

- 9.2 We shall not be liable to you if you are claiming for any loss or damage arising from any delay or refusal to carry out any instruction for a payment from your account where we are entitled to do so in accordance with these terms and conditions or by law, or for any loss or damage you may suffer as a result.
- 9.3 We shall not be liable to you if you are claiming for any loss or damage arising out of or in connection with any payment from, or payment or intended payment to your account where there was no way we could have reasonably predicted your loss when you gave us the instruction.
- 9.4 None of the above will apply if we act fraudulently, with wilful default or gross negligence, or where the law does not allow us to exclude our liability.
- 9.5 You will be liable to indemnify us for any loss or expenses (including legal fees) that we may incur resulting from any breach of these terms and conditions by you.

10. Governing Law and Jurisdiction

- 10.0 The Car Draw application form and any non-contractual obligations arising out of or in connection with it, is governed by and construed in accordance with the laws of Ireland.

Member First Credit Union Ltd. is regulated by the Central Bank of Ireland.