

# Monthly Member Prize Draw

## Terms & Conditions

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

**11/10/2019**

Your agreement with us (Member First Credit Union, Ltd (MFCU).) for participation in the Member Prize Draw (MPD) 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 MPD (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.

It is the policy of MFCU, that the MPD will be conducted in line with legislative and regulatory requirements and best practice as set out in the Central Banks Thematic Review of Prize Draws in Credit Unions.

Copies of these terms and conditions may be obtained from any of our branches or on our website [www.mfcu.ie](http://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. Member Prize Draw Eligibility

1.1 Participation in the Member Prize Draw is limited to members of Member First Credit Union Ltd.

1.2 Officers of Member First Credit Union Ltd and the Independent Observer are prohibited from entry into the Member Prize 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 Member Prize 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 Member Prize Draw by completing an Member Prize Draw 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 will NOT 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 Member Prize Draw .

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 MPD and no further deductions will be made to the member's share account until such a time as the arrears are cleared. MPD deductions can only be made on a quarterly basis.

1.11 Members seeking to exit the MPD must complete a Members Prize Draw Cessation form which is available in any of the branches. Alternatively, and at a minimum, Members must notify the Credit Union in writing of their intention to cease membership of the MPD.

1.12 In the event that a member closes their account and the quarterly Member Prize Draw deduction has been debited to their account, the member will remain in the Member Prize Draw until the end of that same quarter. This clause also applies to deceased members.

1.13 In the event a closed account or a deceased Members account should win in the MPD, the prize fund will be paid directly to a bank account so nominated for by the Member or to a bank account so nominated for by the executor/administrator of the deceased Member

## 2. Member Prize Draw Rules

2.1 The Member Prize Draw will take place on a monthly basis and will be conducted in one of the branches of Member First Credit Union Ltd. The location and timings will be notified to Members via [www.mfcu.ie](http://www.mfcu.ie)

2.2 The Member Prize Draw will be overseen by a member of the Board Oversight Committee, an Independent Observer and other officers of MFCU as required.

2.3 All winning members will be notified personally (by phone or in writing) and applicable cash prizes will be lodged into winning Members' share or CUCASH account. (Exceptions apply - please refer to Sections 3.1 and 3.2)

2.4 Winning members give consent to their details being published and to taking part in any promotional activities organised by Member First Credit Union Ltd.

2.5 A Member cannot win more than one prize in any one draw.

## 3. Exceptions

3.1 In the event that a winning Member is a person who is in arrears or in default in carrying out any financial commitment or obligation to the Credit Union, the prize will be withheld. Only the net proceeds, if any, after deduction of any such arrears or paying monies required to remedy the default will be issued to the winning Member.

3.2 In the event that a Members overall account balance, as a result of the winning prize amount exceeds any Regulatory or MFCU savings threshold the entire prize must be issued via a cheque to the winning member. In this instance the member must collect and sign for the cheque in a Member First Credit Union branch.

## 4. General

4.1 The Member Prize Draw is non-profit making and any surplus funds will be disposed of by way of extra draws and/or extra prizes.

4.2 An independent review of the Member Prize Draw will take place on annual basis conducted by either the internal or external auditors of MFCU. This review will incorporate

a review of the MPD Account on Scion.

4.3 The Board of Directors must approve changes in the Member Prize Draw rules. The decision of the Board of Directors concerning interpretation of the rules in matters pertaining to the Member Prize Draw will be final.

4.4 In the event that there is insufficient support from members, the Member Prize Draw may be suspended or discontinued at any time by the Board of Directors.

4.5 A register of all winning participants for each draw will be maintained, witnessed and signed by the independent observer.

## 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 the Terms and Conditions change, MFCU must notify MPD participants of the changes. This notification can be by a notice in our branches and or by a notice on the website and 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 or email [info@mfcu.ie](mailto:info@mfcu.ie)

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, Lincoln House, Lincoln Place, Dublin 2. Further details of our complaint's procedure are set out in [www.mfcu.ie/complaints/](http://www.mfcu.ie/complaints/)

## 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. 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 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

10.1 The Member Prize 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.

**END**

## **MONTHLY MEMBER PRIZE DRAW TERMS & CONDITIONS**

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