



THE WINDFALL BOND

#### **GLOSSARY OF TERMS**

This aim of this glossary is to provide you with a clearer understanding of the language used within our savings literature.

For more information on terms please refer to our A to Z jargon buster at familybuildingsociety.co.uk/savings-jargon-buster



Annual Equivalent Rate (AER) - This is used to show you what you would earn in interest from your savings over a year as a percentage. The AER always assumes any interest earned from your savings is compounded.

**Annual interest** – This is when interest on your savings is paid yearly.

Bank of England Bank Rate – The rate of interest that the Bank of England charges financial institutions to borrow money from them. This 'Bank Rate' often influences the interest rates that providers charge for mortgages and pay to their savers. The Bank of England review this 'Bank Rate' eight times each year.

Compound interest – This is interest that is applied to interest previously added to your savings. For example, if you put £1,000 in your savings account at an annual interest rate of 4.0% AER, you would earn £40.00 after one year. In the second year, you would then earn interest on £1,040, earning £41.60 (4.0% AER of £1,040.00), taking your total to £1,081.60.

Deposit – This is any payment into your savings account. Please refer to your savings account's Summary Box flyer and within this Product Features leaflet for more information on how to make payments into your accounts.

Early access charge – This is a charge that is sometimes applied, usually if you need earlier access to your money than permitted within the terms and conditions of certain savings accounts.

**Gross interest rate** – The amount of interest you'll get on your savings or investment before paying any tax.

Initial deposit – This is the first payment made into your savings account. Additional deposit rules vary depending on the savings account you hold with us. Please refer to your savings account's Summary Box flyer and within this Product Features leaflet for more information.

Interest rate – This is how much you will earn on your savings as a percentage amount.

Joint account - A savings account shared by two or more individuals

Nominated bank account – This is the current account that you link to your savings account with us. All nominated accounts must be UK accounts, named in sterling  $(\mathfrak{t})$  and must be in your name (if the account is a joint account the nominated bank account may be in the name of either account holder).

Notice account – A type of savings account that allows withdrawals, without any charges, but requires a notice period before you can withdraw your money. The notice period required before you are able to make a withdrawal will vary depending on the account.

Online Service - Our easy to use online banking system allows you to view and manage most of your savings accounts anytime and anywhere. You can also send and receive secure messages, update your personal details, and apply for many of our savings accounts without a paper application form. To find out more or to register, please visit familybuildingsociety.co.uk/new-online

Personal Savings Allowance (PSA) - The total amount of interest you can earn each tax year across all of your bank accounts (excluding ISAs) without paying any tax. For more information on your PSA please refer to

gov.uk/apply-tax-free-interest-on-savings

Power of Attorney - A legal document which lets you give permission to one or more people (known as 'attorneys') to help you make decisions or make them on your behalf.

Savings Account Certificate - This is sent to you after you have opened your savings account with us. It contains your account information and is confirmation of your initial deposit.

Summary Box flyer - This is a summary of the key features of your savings account. This is included within the product pack along with a Product Features leaflet and the General Conditions for our Savings Accounts booklet.

**Tracker interest rate** – When the interest rate for a savings account is tracked to the Bank of England Bank Rate (BBR). If the Bank of England Bank rate increases, then so will the interest rate on the savings account. Similarly, if the Bank of England Bank Rate decreases, so will the interest rate on the savings account.

Withdrawal - When you remove money from your savings account. Please refer to your savings account's Summary Box flyer and this Product Features leaflet for more information on how to make withdrawals from your account.

### **HOW TO CONTACT US**



New Business Team: 03330 140141;



✓ Ebbisham House, 30 Church Street, Epsom, Surrey KT17 4NL

Once your account is opened, if you need to contact us:





IN THIS PRODUCT FEATURES LEAFLET WE'VE SET OUT THE FEATURES AND BENEFITS OF OUR WINDFALL BOND (INCORPORATING THE MONTHLY FREE DRAW RULES), SO THAT YOU CAN DECIDE WHETHER OR NOT THE ACCOUNT IS SUITABLE FOR YOU.



### This account would be right for you if you'd like:

- To participate in a monthly free draw
- A variable interest rate, tracking the Bank of England Bank Rate
- Your interest paid annually.



### This account wouldn't be right for you if you'd like:

- A monthly interest option
- A minimum opening balance less than £10.000
- To withdraw your funds without closing your account

### **IN SUMMARY**

The Windfall Bond is suitable for someone who wants their capital to be accessible if plans or circumstances change, combined with the possibility of achieving more significant returns than ordinary savings accounts offer

### Other key features:

- Participate in the Monthly Free Draw after a qualifying period
- You may be able to apply either online, by post, or at our Epsom branch. Please check the Summary Box flyer to see what ways you can currently apply
- Save exactly £10,000 per bond held

- Variable interest rate linked to Bank of England Bank Rate
- Interest paid annually on 31 July by transfer to your bank account
- No additions or partial withdrawals available
- Evidence of pre-nominated UK bank or building society account is required for interest payments and potential prize payments. Windfall Bonds without a nominated bank account will not be entered into the Monthly Free Draw.
- Closure available without an access charge after 35 days' notice and will paid by transfer to your bank account
- Once given, notice of closure cannot be cancelled or amended.

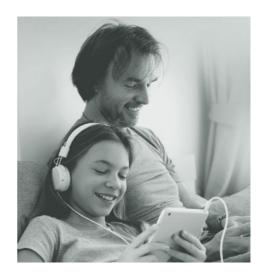
Before completing the application form, please read this leaflet carefully, together with the accompanying Summary Box flyer and General Conditions for our Savings Accounts which are separate enclosures. Please get in touch if you have any questions.

# "There has to be another way"

Charlie Quinn contemplated the reality of saving for the future. Although he had left it a bit late to start putting aside some money for his daughter Molly's university education, he had done well to catch up and had a tidy sum ready. The trouble is he knows that it won't end there. What about a wedding? What about helping with the deposit on a first home?

He could either hatch plans to keep her away from potential boyfriends (not a bad idea) and offer her a room at home for life (a bad idea), or come up with a new savings strategy.

What were his choices? Certainly he was unsure about investing any more in the stock market – too many eggs in that basket might not be the right thing to do – too much uncertainty. On the other hand, whilst he knew he needed to have savings accounts where his money would be safe, there had to be another way, something that offers security for his savings and the chance of a bigger return on his money.



### THE WINDFALL BOND - HOW IT WORKS

There are many substantial bills that today's families face and however well you prepare, sometimes it would be nice if your finances got a bit of a boost. That's why we've created the Windfall Bond.

The Financial Conduct Authority is a financial services regulator. It requires us, Family Building Society, to give you this important information to help you to decide whether our Windfall Bond account is right for you. You should read this leaflet carefully so that you understand the key product features for this account, and then keep it safe for future reference.

For details of all our other savings accounts please call our New Business Team on **03330 140141** or visit familybuildingsociety.co.uk/savings

### The Windfall Bond is made up of two elements:

- An account that pays a rate of interest linked to the Bank of England Bank Rate now and into the future
- Each month, every qualifying Windfall Bond is entered into a free monthly prize draw, with the chance of winning up to £50,000.

The total prize fund, and the number of prizes entered will vary every month. We will firstly calculate the prize fund value (which will always be 1%/12, multiplied by the value of qualifying Windfall Bond deposits entered into the previous months' prize draw). Once we know the prize fund value, the number of prizes will be allocated into five levels, with our top value prize of £50,000 being 'Level A', down to our £100 prize being 'Level E'.

### The full list of available Prize Levels are:

- Level A: £50,000 the amount needed to reduce your mortgage or reinvest elsewhere such as your pension pot
- Level B: £10,000 enough to make some home improvements, take the family on a memorable holiday or reduce any debt

- Level C: £1,000

- Level D: £500

Level E: £100.

A comprehensive explanation of how our prizes are allocated into these five prize levels can be found within our Draw Rules (which are included at the end of this Product Features leaflet).

Every qualifying Windfall Bond account is allocated a unique ticket, which is entered into the prize draw. The winning tickets are then drawn at random in each monthly prize draw.

The number of unique tickets entered into each prize draw will always be equivalent to the number of qualifying Windfall Bond accounts. This means that all prizes entered into the draw will always be allocated to a qualifying Windfall Bond account.

Each bond requires a deposit of £10,000. That money remains in your account and can be taken out after 35 days' notice and at no charge. You can open as many bonds as you like.

The monthly draw is made on the tenth working day of each month and bonds qualify to be entered into a draw for the first time in the second month after being opened (for example, a bond opened on 1 October first qualifies for a draw in early December). The draw is operated by an independent organisation.

All winners will be informed within ten working days of the draw taking place.

We reserve the right to change the terms of the draw, the prizes available or end the monthly free draw after giving seventy calendar days' notice.

### APPLYING FOR AN ACCOUNT

You may be able to apply for a Windfall Bond either online, by post, or at our Epsom Branch. Please check the Summary Box flyer for current application details. The minimum opening transaction amount is £10,000.

### Who can open this account?

You can open an account as an individual, jointly, or as an Attorney. You must also be ordinarily resident in the UK for tax purposes and over the age of 18. You must continue to be ordinarily resident in the UK for tax purposes in order to be eligible for a prize in the monthly draw.

### How many Windfall Bonds can I apply for?

For applications made using our Online Service, one bond can be opened per application made. To open more than one bond, multiple applications will need to be made.

For applications made by post or at our Epsom branch, up to ten bonds can be opened using one application form.

### What do you need to do?

Your Windfall Bond will be opened when we receive your:

- fully completed Windfall Bond application form;
- opening investment of £10,000 per bond:
- evidence of identity (if required);
- details of the bank account to which you would like the funds to be sent.

The opening transactions can be either by debit card (online only), by transfer from your bank account, by cheque or by transfer from another savings account with us (subject to normal withdrawal terms of the paying account).

If you are opening your account by cheque please make it payable to "Family Building Society", followed by your name.

Unless you're an existing customer, we will require at least one cheque to be drawn against your own personal bank account to allow the new account to be opened. If you are unable to provide a personal cheque and your funds are to be drawn from another bank or building society account please contact our New Business Team to discuss the circumstances before you apply.

### How to register my nominated bank details

We will need to register the bank account into which interest payments should be made. If you are opening the Windfall Bond with a cheque from this account then we require no further documentation. However, if this is not the case we will need one of the following documents:

- An original bank or building society statement or an electronic statement downloaded from your banking online facility, showing your latest transaction and dated within the last three months which displays your full name, sort code and account number
- A cheque marked 'cancelled' and crossed through
- A paying in slip from a paying in book.

### How to send us your documents

- All documents will need to be originals, and sent to us by post
- We will return your documents to you once we have reviewed them and taken a copy for our records
- We are unable to accept any documents by email. However, you may upload and send electronic statements only using our secure document upload and selecting Customer Service - Savings. Please visit familybuildingsociety.co.uk/upload

All Windfall Bond accounts must register a nominated bank account to be eligible to participate in the Monthly Free Prize Draw.

### **Power of Attorney**

Power of Attorney applications can be downloaded from our website by visiting familybuildingsociety.co.uk/savings-forms. It can also be requested over the phone and sent to you by post or obtained from our Epsom branch.

The opening deposit can be made by cheque or by transfer from another savings account with us (subject to normal withdrawal terms of the paying account). Once the account is opened, Attorneys can register for our Online Service and operate the account online, over the phone, by post or at our Epsom branch.

Closure funds will only be sent to the account holder's bank account. Instructions for the account can be given online, over the phone, by post or at our Epsom branch.

Please contact the Family Service Team on 03330 140141 for more details.

#### Account records

When your Windfall Bond has been opened, a Savings Account Certificate for each bond will be issued, showing the unique account number for each bond to be entered into the prize draw.

The Certificate should be kept in a safe place, along with this leaflet and the General Conditions for our Savings Accounts booklet, as your record of your account.

In order for you to be kept up to date with information we ask that you let us know as soon as possible of any changes to your name, address, phone number or email address. Please note that if you move outside of the UK you will not be eligible for a prize in the monthly draw.

### IDENTIFICATION REQUIREMENTS



We are required by law to verify the name and address of all new members.

#### New members

To check your identity we will carry out searches on you at a credit reference agency that will supply us with information, including details from the Electoral Register. The searches will not be seen or used by lenders to assess your ability to obtain credit.

If we are unable to verify your identity by this method we will be unable to open your account until we receive further identification. In this instance we will advise you of the additional documentation required.

### **Existing members**

If you are opening a new account via our Online Service, we'll check your identity again using a search on you at a credit reference agency that will supply us with information, including details from the Electoral Register. The searches will not be seen or used by lenders to assess your ability to obtain credit.

If you are applying for an account by post or in person at our Epsom branch, you will not need to provide further evidence of your identity if you already have an open savings or mortgage account with us, your signature matches our records, and your name and address haven't changed.

### ADDING TO YOUR SAVINGS



You cannot add savings to a Windfall Bond. However, if there is availability, you may be able to open further Windfall Bonds and increase your chance of winning a prize.

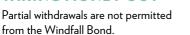
If you don't open your account online and you are not already a user of our Online Service for an existing account with us, you can register via our website once you have received your Certificate. You can register by visiting familybuildingsociety.co.uk/new-online.

After you have registered, we will send you a verification code. For security reasons, this is sent by email or by post. You need this code for your first login, and you will only be able to add to your account by debit card once you have logged in and entered your verification code.

### Availability of funds paid in

Please check Section 9 of the General Conditions for our Savings Accounts booklet for more information about when money paid in becomes available for withdrawal or transfer.

#### TAKING MONEY OUT





#### **CLOSING YOUR BOND**

The Windfall Bond can be closed by giving the instruction using the secure messaging facility available within the Online Service, by phone or by writing to us.

Once a bond is closed it no longer qualifies for the monthly free draw.

Account closure is available without charge after 35 days' notice. Your money can either be sent by bank transfer to your pre-nominated UK bank or building society account or transferred to another account held with the Society.

You can give us notice of closure in writing, by phone (subject to you identifying yourself to our satisfaction) or by using our Online Service. Once notice has been given it cannot be cancelled or amended. Occasionally we may make phone enquiries to confirm the instructions first.

### By transfer to your bank account

The closing balance will be paid by transfer to your bank account. Your payment will reach the other bank or building society no later than the end of the working day after the closure is processed. To register new bank or building society details please send us an original statement for the nominated account, issued within the last three months and showing your full name(s).

### By transfer to another account with us

You can transfer money from your Windfall Bond to another account with us via our Online Service, by calling our Family Service Team or visiting our Epsom branch.

Please check Section 10 of the General Conditions for our Savings Accounts booklet for more information, including details of the cut-off times applying to closure requests.

Closure by cash or cheque are not available.

#### INTEREST

The Windfall Bond pays a variable rate of interest which tracks changes in the Bank of England Bank Rate. Put simply, this means that if the Bank of England Bank Rate increases so does the interest rate we pay you. Similarly if the Bank of England Bank Rate goes down the rate we pay you goes down too.

Interest rate changes will take effect from the 1st of the month following the announcement of a Bank of England Bank Rate change. We'll give you notice of an interest rate change by letter or email as well as publishing this on our website. The interest earned, which is paid annually on 31 July, will be available from the following day. This must be paid by transfer to your bank account or by transfer to another savings account with us.

The interest rate on the Windfall Bond may be higher or lower than the Bank of England Bank Rate. We refer to the difference (which may be positive or negative) as the "margin". We are able to alter this margin at any time. For any such change, we will give you notice of at least 14 days plus the Windfall Bond's notice period of 35 days.

#### **ACCOUNT TERMS**

We reserve the right to withdraw this account or to change the interest rate available for new accounts at anytime and without prior notice. The full terms of this account comprises the details set out in this leaflet and in the separate General Conditions for our Savings Accounts booklet.

### TREATING CUSTOMERS FAIRLY

We are committed to treating our members fairly, and it's central to everything we do. As part of our commitment to treating you fairly we will provide information on our products and processes that is clear and easy to understand. If you have a query or need our help and support, we will respond to your needs and treat them sensitively and flexibly.

If you have any questions, or need any help with applying for a product or managing your account, please contact us using the information at the end of this leaflet

#### COMPLAINTS

We always try to provide a first-class service. Occasionally however, things can go wrong. If they do, we'll try to put them right.

If you have a complaint you should contact us and we will endeavour to resolve the matter quickly and satisfactorily. In the first instance contact should be made by phone or in writing to our Family Service Team at our Principal Office. A leaflet detailing how we deal with complaints is available on request from our Family Service Team, our Epsom branch or our website familybuildingsociety.co.uk/complaints

If we do not resolve your complaint internally to your satisfaction, you may be able to refer it to the Financial Ombudsman Service. The service was set up by Parliament and is free for customers to use. They will look at the facts of what's happened in a dispute between customers and financial firms.

They may decide that a firm has dealt with a complaint fairly and will explain why to the customer or they may decide that the firm has done something wrong and they will then tell the firm to put things right. A copy of the explanatory leaflet published by the Financial Ombudsman Service is available on request or further information is available on their website financial-ombudsman.org.uk

## FINANCIAL SERVICES COMPENSATION SCHEME



Eligible deposits with the Society are protected by the Financial Services Compensation Scheme (FSCS).

This savings product is covered by the FSCS.

Please note: Windfall Bond prizes are tax-free, but there are taxes that may apply to you after you win a prize, such as income tax on interest from invested prize money, gift tax and inheritance tax. The Government may change these tax rules in the future.

### WINDFALL BOND MONTHLY FREE DRAW RULES

**EFFECTIVE FROM 1 OCTOBER 2024** 

#### **KEY DEFINITIONS**

- 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**

- 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 qualifying 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 1 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. When opening a new Windfall Bond, you must provide us with a pre-nominated UK bank or building society account. If a new Windfall Bond account has been opened but you have not provided us with a valid pre-nominated account, the Windfall Bond account will not be eligible to participate in the Windfall Bond Monthly Free Draw until such time as a valid pre-nominated account has been established.
- 8. The holder of any pre-existing Windfall Bond account opened prior to 1 August 2024 without a pre-nominated bank account will have until 1 October 2025 to provide us with their nominated UK bank or building society account details. After 1 October 2025, any Windfall Bond accounts without pre-nominated bank account details will no longer be eligible to participate in the Monthly Free Draw.
- 9. For each Monthly Free Draw, the prize fund per month will be calculated by taking the total value of eligible Windfall Bond deposits as at the time of the draw from the previous month x 1%/12 (for example, the prize fund for November would be calculated as 1%/12 multiplied by the total value of eligible Windfall Bond accounts as at October's prize draw). If the monthly prize fund is not an integer (whole number) multiple of £100, then we will round the prize fund up to the nearest £100.

- 10. Effective from 1 October 2024 a Level A prize has a value of £50,000, Level B prize has a value of £10,000, Level C prize has a value of £1,000, Level D prize has a value of £500, and Level E prize has a value of £100.
- 11. The number of prizes entered into each Monthly Free Draw will vary from month to month, depending on the value of the monthly prize fund, and how many prizes can therefore be allocated from that monthly prize fund. Prizes are allocated across the five levels A to E based on the following:
  - a) First, we calculate 60% of the total monthly prize fund value and divide this value into as many whole Level A prizes as possible. Where this value does not divide exactly into whole number multiples of the Level A prize value, the number of Level A prizes is rounded down to the nearest whole number.
  - b) Once the number of Level A prizes has been determined, the remaining unallocated monthly prize fund is then split into as many whole Level B prizes as possible. We calculate 50% of the remaining unallocated monthly prize fund and divide this value into Level B prizes. Where this value does not divide exactly into whole number multiples of the Level B prize value, the number of Level B prizes is rounded down to the nearest whole number.
  - c) Once the number of Level B prizes has been determined, the remaining unallocated monthly prize fund is then split into as many whole Level C prizes as possible. We calculate 50% of the remaining unallocated monthly prize fund and divide this value into Level C prizes. Where this value does not divide exactly into whole number multiples of the Level C prize value, the number of Level C prizes is rounded down to the nearest whole number.

- d) Once the number of Level C prizes has been determined, the remaining unallocated monthly prize fund is then split into as many whole Level D prizes as possible. We calculate 50% of the remaining unallocated monthly prize fund and divide this value into Level D prizes. Where this value does not divide exactly into whole number multiples of the Level D prize value, the number of Level D prizes is rounded down to the nearest whole number.
- e) Once the number of Level D prizes has been determined, any remaining unallocated monthly prize fund is then split into Level E prizes.

At the end of this process the total monthly prize fund will be allocated in full amongst the five prize levels.

- 12. 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.
- 13. The number of tickets entered into each Monthly Free Draw will equal the number of eligible entries. Each eligible entry is allocated one unique ticket. Tickets are randomly drawn in each monthly draw, up to the number of prizes on offer each month.
- **14.** Each qualifying entry can win one prize only each month.
- 15. 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.
- 16. Winners will be selected at random from all entries to each monthly draw by an independent third party appointed by the Society.

- 17. 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. It is important that you advise us promptly of any changes to your contact or pre-nominated bank account details.
- 18. Payment of Level A and Level B prizes:
  - Level A and Level B prize winners will need to be verified before we make payment. 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.
  - If the winner of a Level A or Level B prize
    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),
    then the prize claim may not proceed, and
    the prize award will not be paid.
  - Winners of a Level A or Level B prize 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 pre-nominated 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.
- 19. Payment of Level C, Level D and Level E prizes:
  - Prizes from Levels C, D, and E will automatically be paid to your prenominated account without the need to be claimed, within 10 working days from the monthly prize draw date. 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.
- 20. 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.
- 21. There is no requirement to pay any moneys in order to discover whether a prize has been won.
- 22. In the event of any dispute regarding the Rules, the conduct, eligibility, entry in the draw, 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.
- You agree not to discredit, denigrate, or bring into disrepute the Society, its products and services.
- 24. A summary of the prizes won each month 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.
- 25. You can make a request to verify that your account has been entered into a previous Windfall Bond Monthly Free Draw, up to a maximum of three draws within the last 12-month period. We will not charge any fee for this service.

26. 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

- 27. 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.
- 28. We may also make changes to the Windfall Bond Monthly Free Draw (such as the number and value 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 27. 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**

- 29. 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").
- 30. 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.
- 31. 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

32. 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 similar proceedings anywhere in the world, we reserve the right to disqualify you.

For the purpose of this Rule 32:

 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.
- **33.** 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

34. 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.

If you need this document in an alternative format please call our New Business Team on 03330 140141.

To find out more, please contact our New Business Team:



familybuildingsociety.co.uk



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Firm Reference No.206080 register.fca.org.uk