

WESTPORT CREDIT UNION LIMITED

Members Draw Terms & Conditions - Revised May 2023

The details of the Members Draw Terms & Conditions are set out below. By signing the form of notification set out in the Appendix hereto, you thereby agree to become bound by the Members Draw Terms & Conditions, and give your consent to your identity particulars (including your photograph) being published or otherwise put into the public domain in the mode or manner set out in these Terms & Conditions.

1. Monetary sum prize only

All prizes in respect of the Members Draw shall be awarded as a monetary sum only.

2. Terms & Conditions

For the purposes of these Terms & Conditions, "Westport Credit Union" and "Credit Union" is Westport Credit Union Limited (WCU) having its head office at North Mall, Westport, Co Mayo, F28R280.

Entry into the Members Draw is deemed acceptance of these Terms & Conditions. These Terms & Conditions apply to all existing signed up members and all future members.

3. Subscription

In order for a member of WCU to qualify for entry into the Members Draw, the member must pay an entry fee of €1.00 per week/€ 52.00 per annum. Deductions will be taken from the participating member's account by WCU quarterly in the sum of €13.00, prior to each draw. Written authorisation for inclusion in the Members Draw must be completed prior to participation, and no entry is valid unless the applicable entrance fee has been paid and credited in advance.

The entrance fee will not be deducted from members' savings

a) where such withdrawal would result in their share balance becoming less than the minimum share balance for membership (€10); or

b) where such withdrawal would result in their savings collateral held as security for a loan becoming less than the agreed amount.

WCU shall have no obligation to notify members with insufficient funds in their account(s) of their exclusion from any draw.

4. Participation

Participation in the Members Draw is limited to the following:

Members of WCU over 18 years of age prior to the date of the draw.

5. Frequency of the Members Draw

The draw shall be held 4 times a year.

6. Members Draw Amount

The amount of the prize fund and the division of monetary sum prizes on a per Members Draw basis shall be as determined by the number of eligible members participating in the draw. The winners of the Members Draw will be chosen by way of a random draw from all eligible entries on the applicable Draw date. Each eligible member has one entry per Members Draw.

7. Notification of Winners

The winning members names and prizes in respect of each Members Draw shall be made public and the results of all draws shall be published as follows:

- on WCU website and social media channels
- in our office(s) including our head office at North Mall, Westport, Co Mayo
- in any publication WCU may issue.

Any such publication may include the winning members names and prize, including as applicable their photograph.

We will endeavour to contact the winning members by telephone, however, if no response, we will issue a letter.

8. Set-off

In the event that the winning member is a person who is in arrears or in default in respect of any financial commitment or obligation owing to WCU, the Management Team reserve the right to withhold the prize won by such member. In that regard the value of the prize may at the discretion of WCU be subject at any time to set-off to rectify the arrears of the prize-winning member, and any remaining balance after the set-off shall be credited to the member's savings account. In the event that WCU decides to apply set-off to the winning members account, the member shall be notified in writing at such time (and whether before or after such set-off is affected) as WCU may determine from time to time.

9. Electronic Funds Transfer

All prizes from the Members Draw will be credited by electronic funds transfer to the account of the winners with our Credit Union. Unless otherwise advised, all such prizes shall be paid on a gross basis to winners. The payment of such prize shall however be subject to the provisions of Section 8 above.

10. Non-Transferable

All prizes are monetary sum prizes only and are non-transferable.

11. Draw Location

All Members Draws will be held in one of our offices and will be independently verified.

12. Entry to the Members Draw

Entry will be limited to one member per account or joint account.

13. Register of Members

A register of members eligible to participate in the Members Draw shall be maintained at the head office of WCU

14. Termination of membership of the Members Draw

Where a member wishes to leave the Members Draw, the member must give signed authority to WCU to indicate same. Such member will be removed from the register as mentioned in Section 13 above on receipt of the signed authority mentioned in this Section 14. Such member will not be entitled to any refund of all or any part of its entrance fee as paid for any Members Draw.

15. Audits

A review of the Members' Draw records will form part of internal and external audits.

16. Final Decision

The decision of the Management Team of WCU concerning the interpretation of these Terms and Conditions or any matter arising from the Members Draw will be final and conclusive save in the case of manifest error.

17. Variation

The Board of Directors reserves the right to amend these Terms and Conditions by majority decision of the Board of Directors. Any such amendment to these Terms and Conditions will be published on our website and will be available in our offices.

18. Disclaimer of Liability

WCU will not be liable for any loss or damage whatsoever caused by any matter or dispute relating to the Members Draw.

19. Personal Data

We will comply with our obligations under the Data Protection Acts 1988-2018 and when applicable the General Data Protection Regulations (Regulation (EU)2016/679) in relation to the personal data on or relating to each member which we may collect, hold or process in connection with or for the purpose of the Members Draw. By entering the Members Draw, each member agrees that we may obtain, hold or process such personal information on or relating to such member as we may reasonably require for the purpose of or in connection with the operation of the Members Draw and disclose such personal data to third parties or agents which may be involved directly or indirectly in the provision of the Members Draw.

20. Jurisdiction

The Members Draw and these Terms and Conditions are governed by Irish Law, and the courts of Ireland shall have exclusive jurisdiction over any dispute arising out of or in connection with the Members Draw.

21. Registration

WCU is registered as a credit union under the Credit Union Act 1997 (registration number 245CU)

22. Regulation

WCU is regulated by the Central Bank of Ireland.