Terms and Conditions of the Kent Reliance monthly prize draw

1. The Organiser of this draw ('the Draw') and Data Controller for the purposes of the UK General Data Protection Regulation ('GDPR') and other applicable data protection law is Kent Reliance, which is a trading name of One Savings Bank plc ('the Organiser'). Registered office: The Observatory, Brunel Way, Dock Road, Chatham, Kent, ME4 4AF. Any correspondence in relation to the Draw should be sent to: Monthly Prize Draw, Marketing, OneSavings Bank, Sunderland, SR43 4AB.
2. By participating in the Kent Reliance Monthly Prize Draw (the "Draw") you agree to these rules.
3. The Draw is a series of monthly draws to run until the Organiser decides to end the Draw.
4. The Draw is free to enter. Entry to the Draw will not affect the conditions of your mortgage or savings account with Kent Reliance, including the interest rates. Where your account conditions allow you to make withdrawals, you are free to do so, but an account must have the minimum credit or debit balance specified in rule 7 on the last working day of the month preceding the draw to be a "Qualifying Account".
5. To be included in each monthly draw, you must be a Qualifying Customer at the end of the last working day of the month preceding the Draw. All Qualifying Customers will be assumed to be in the Draw, unless they specifically instruct the Organiser otherwise. If you do not wish to participate in the Draw, please inform the Organiser of this by writing to Monthly Prize Draw, Marketing, OneSavings Bank, Sunderland, SR43 4AB or emailing prizedraw@osb.co.uk (You may then change your mind at any time and participate in the Draw by writing to the same address).
6. To be a Qualifying Customer, you must:
   (i) be a natural person (including a deceased person, a person who has appointed an Attorney, or a person for whom a deputy, receiver or guardian has been 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) and must not be a Limited Liability Company or Partnership;
   (ii) be at least 18 years old;
   (iii) hold a "Qualifying Account" in your sole name or jointly with another person and be the person first named on that "Qualifying Account"; and
   (iv) not have registered to be removed from the draw in accordance with Rule 5.

   If you have a joint account and are not the first named person on that account then you will not be a Qualifying Customer and will not be entered into the Draw. Unless you hold another Qualifying Account and are a Qualifying Customer as a result of holding that Qualifying Account.
7. A "Qualifying Account", is a Kent Reliance branded:
   (i) deposit (savings) account which has a credit balance of at least £100; or
   (ii) borrowing (mortgage) account which has a debit balance of at least £1,000.

   AND

   (iii) held in the Qualifying Customers own name (solely or jointly with someone else).

   AND

   (iv) for which the Organiser has a current postal address i.e. your account has not been marked as 'gone away' for example because post that has been sent to you has been returned.

   AND

   (v) not a solicitors', treasurers', charity, club, or client account.
8. The Draw will be held once each calendar month. The Organiser will randomly select a winner from all persons who are Qualifying Customers on the last working day of the month preceding that in which the draw takes place. There will only be one entry per Qualifying Customer; the Organiser will use reasonable endeavours to ensure this but there may be instances where a customer is entered more than once; for example, because they have more than one Qualifying Account held on different IT systems.
9. The prize for each monthly draw is £1,000 ("the Prize").
10. Within one month of the date of each monthly draw the Organiser will make reasonable efforts to either send a cheque to the winner by post for the amount of the prize or contact the winner by letter, email or telephone to agree with the winner how they wish to receive the Prize. The Organiser will use the information that it has in its records to contact the customer, unless it has reason to believe that is no longer accurate, e.g. post has been returned to the Organiser from that address. The Organiser will not pay the Prize to any person other than the winner or their representative.
11. Should a winner fail to:
    (i) claim the Prize within 1 month of the Organiser first trying to contact them; or
    (ii) to cash a payment made by cheque within 3 months of it being sent to them;
    then the Prize will be forfeited and the Organiser shall be entitled to select an alternative winner.
12. The winner's surname and county of residence will be available 14 days after payment of the Prize for each Draw by writing to the above address.
13. The Organiser's decision on all matters relating to the Draw is final. No correspondence will be entered into about such decisions.
14. The Organiser does not accept any responsibility or liability for any letters or communications lost, damaged or delayed in transit or for entries not submitted or for multiple entries submitted for a Qualifying Customer due to a technical or other fault of any kind. To the fullest extent permitted by law, the Organiser disclaims any liability to any Qualifying Customer in respect of the Draw, whether in contract or tort, including negligence.

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15. The Organiser reserves the right to terminate or suspend the Draw at any time without notice.
16. The Organiser will process the personal data of the entrants (name, email, address, savings and mortgage account balances) in accordance with its obligations pursuant to the GDPR and other applicable data protection law for the purposes of the administration of the Draw.
17. For more information on how the Organiser uses or collects personal data of the entrants please see the Organiser's Privacy Notice for Competitions below.
18. The winner may be asked to take part in reasonable post event publicity and for their name and photographs to be used in such publicity. The winner will be given the chance to object to such publication or ask for less information to be published.
19. If any entrant and/or winner wishes to withdraw their consent for use of their name and image for the above purposes at any stage, they should contact the Organiser at the above address. This will not affect the lawfulness of any processing carried out by the Organiser before the entrant withdraws their consent.
20. The Organiser reserves the right to refuse entry or refuse to award the Prize to anyone in breach of these terms and conditions.
21. These terms and conditions shall be governed by English law and the courts of England shall have exclusive jurisdiction in respect of any dispute arising in relation to the Draw.

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Privacy Notice Competitions

About us

OneSavings Bank plc will be a data controller of any personal data it holds about you. A data controller is an individual or organisation which decides how your personal data will be used.

If you require any further information or wish to contact us or our Data Protection Officer at any time our contact details are:

Address: OneSavings Bank,
SUNDERLAND,
SR43 4AB

DPO email: dataprotection@osb.co.uk

Who this privacy notice applies to

This privacy notice explains how we will use the personal data of persons whose data we collect or receive when we run a promotion or competition.

Why we are providing you with this privacy notice

Applicable Data Protection laws (including the General Data Protection Regulation and the Data Protection Act 2018) impose obligations on us as the data controller, when we collect or create, hold, amend, disclose, share or otherwise use or erase/destroy (collectively referred to as processing) your personal data and give you, as the data subject, rights over your personal data.

One such obligation is to process (e.g. collect, hold, use or erase) your personal data fairly, lawfully and in a transparent manner. This privacy notice meets that obligation by explaining what personal data we will hold about you, how we will process your personal data, why we process your personal data and the lawful grounds on which we are processing it. It also sets out some of your legal rights.

How we obtain your personal data

We will receive and collect personal data about you directly from you, from information that is publicly available e.g. the Internet or from information we already hold about you.

The types of personal data we will have about you

We may process data about you, where necessary, for the purposes set out in the "How We Will Use Your Data" section, including:

- your name
- your address
- your email
- your image
- your phone number
- the company you work for and your role
- any internet user name e.g. your twitter alias.

How we will use your data

We will use your personal data to:

- operate and administer the competition and/or promotion we are running
- monitor, analyse, and report on the performance of the competition and/or promotion
- comply with our legal, contractual and regulatory obligations and codes of practice
- publicise the promotion or competition
- to investigate and respond to complaints, disputes and where necessary to bring or defend legal claims
- tell you about OneSavings Bank plc and the products and services offered by us which we think may be of interest to you

The legal grounds on which we will process your data

We will only process your personal data if we have a reason to do so that is legally permitted. When using your personal data for the purposes listed above we are relying on one or more of the following legal reasons for processing that data:

- the purpose is necessary for the performance of a contract with you or, if you asked us to, to enable us to enter into a contract with you;
- the purpose is necessary for us to comply with our legal obligations;
- the purpose is necessary for our legitimate interests; or
- if you have consented to us processing personal data for one or more specified purposes.

The legitimate interests we have for processing your personal data as described above include to:

- comply with our legal and contractual obligations, best practice and codes of practice;
- exercise our legal rights;
- meet your expectations of us;
- to promote our products and services, and
- undertake analysis, modelling and forecasting.

Marketing

We may contact you about OneSavings Bank plc and the products or services offered by us by electronic mail or telephone if, when we collected your personal data, you agreed to us doing so. If at any time you change your mind and either do wish to receive such communications or wish us to stop sending such communications then please email us at dataprotection@osb.co.uk.

Who we share your data with

We may share your personal data with:

- statutory and regulatory bodies including the Advertising Standards Authority;
- the provider of any prize or reward you may receive for winning or participating in the promotion or competition;
- the courts and any arbitrator or adjudicator of a dispute involving us;
- our auditors, advisers, agents and suppliers who act or may act on our behalf

How long we will hold your data for

We usually keep personal data collected solely for completion purposes for up to 1 year from the closing date of the promotion or competition. We also retain contact details for third parties such as brokers who interact with us or communications sent on behalf of OneSavings Bank plc for up to 1 year following the contact becoming inactive. We may retain the data for longer where it is necessary for us to do so to meet our legal or regulatory obligations.

If you choose not to give us personal data

You will need to provide us with the personal data we request to enable you to participate in the promotion or competition. If you do not give us the information then you will not be able to enter the promotion or competition.

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Your legal rights

Where we have obtained your consent to us processing personal data, you are entitled to withdraw your consent to this at any time.

You also have a number of rights over your personal data processed by us. These include your rights to request:

- **access to your personal data.** You may request a copy of the personal data that we hold about you.
- **accuracy of your personal data.** You may request that we correct incomplete, inaccurate or outdated personal data. We take sensible steps to make sure that personal data is accurate, complete, and current. You can help us do this by notifying us of any changes to your personal data.
- **transmission of personal data.** You may request that we transfer personal data you have provided to us to you or to another person.
- **erasure of personal data.** You may request that we delete your personal data.
- **that the processing of your personal data be restricted.** You may request that our use of your personal data ends, is restricted or limited.

The extent of these rights are limited by law and we may not act on part or all of your request(s) where the right(s) are not applicable. If we do not act on your request we will explain our reasons for not doing so when responding to your request.

If you require any further information about how we handle your personal data or wish to make a request to exercise any of your rights under applicable Data Protection laws, please contact our Data Protection Officer.

Sending your personal data outside the United Kingdom and European Economic Area

Your personal data may be processed or transferred outside the United Kingdom and European Economic Area. If you require further information as to where your personal data is transferred to, and the measures we have implemented to safeguard that information, please contact our Data Protection Officer.

How to complain

If you are unhappy with the outcome of any of your requests to exercise your rights, or how we handle your personal data, then please let us know. You are also entitled to complain to the Information Commissioner's Office:

Information Commissioner's Office Wycliffe House
Water Lane Wilmslow Cheshire SK9 5AF

Email: Casework@ico.org.uk

Telephone number: 0303 123 1113

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