

# Starling General Competition and Prize Draw Terms And Conditions

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# Welcome

These are our General Competition and Prize Draw Terms and Conditions. They contain important information about the competition or prize draw they apply to, including entry requirements and how we use your information in relation to a competition or prize draw you enter. You should read this document in full.

This document will form an agreement between you and us whenever you enter a Starling competition or prize draw and we tell you these terms apply. You accept them when you enter the competition or prize draw.

When we say the following terms in this document, this is what we mean:

- ‘competition’ is a promotion in which a person has an opportunity to win a prize based on skill.
- ‘prize draw’ is a promotion in which a person has an opportunity to win a prize if they’re chosen at random from a valid entry or in any other way we communicate (for example by completing a task).
- ‘Starling’, ‘we’, ‘our’, or ‘us’: Starling Bank Limited, company number 09092149 registered at 5th Floor London Fruit And Wool Exchange, 1 Duval Square, London, United Kingdom, E1 6PW.
- ‘you’ or ‘your’ the person entering the competition or prize draw.

# Special terms

In some cases, there may be additional terms that apply as well as the terms in this document to the competition or prize draw you're entering. We call these 'special terms'.

If applicable, we'll tell you what these special terms are before you enter our competition or prize draw (for example, in a separate document or on our website and/or social media accounts, or anywhere else where we have posted details about the competition or prize draw).

If there's a conflict between the terms in this document and any special terms that we tell you apply to a competition or prize draw, the special terms will apply.

# Eligibility

Competitions and prize draws are administered by us. Sometimes, a third party may be responsible for the management and fulfilment of a competition or prize draw prize. If this is the case, we'll let you know the details of the third party in the special terms.

Each competition and prize draw is open to everyone who is:

- resident in the United Kingdom;
- aged 18 years or over; and
- not an employee, agent or representative of Starling, or any third party involved in running the competition or prize draw, or a family member of someone who is.

Each competition and prize draw is free to enter and we don't need you to purchase anything. However, to enter a competition or prize draw:

- You may (in the case of a competition) be required to carry out a specific task which we'll describe in more detail in the special terms.
- If we ask for them, you must give us your contact details (e.g. your telephone number and email address), or any other information we reasonably need so we can contact you about the competition or prize draw.
- As well as adhering to the terms in this document, you must adhere to any special terms that apply to the competition or prize draw you've entered.

You can only submit one entry for each competition or prize draw.

We're not responsible if you submit an entry that doesn't follow these terms and conditions, including if an entry doesn't go through because of technical problems.

# The process

Each competition and prize draw will run for the period of time set out in the special terms. We won't accept any entries we receive after this period.

Competition winners will be selected by an independent judge or panel of judges with one independent member from the competition. Except as set out in this document, the decision of the judge or judges will be final.

Prize draw winners will be selected randomly by a computer process, independent person, or someone under the supervision of an independent person from the prize draw. Except as set out in this document, the decision will be final.

We'll announce each winner through the channels specified in the special terms on or around the selection day. If you win, we'll try to contact you using the details you gave us when you entered. We'll contact you within 10 working days of the announcement.

Within 5 working days of us letting you know you've won, you have to:

- confirm that you want to accept the prize, and
- share any other information that we might need

We can choose another winner in accordance with these terms if:

- you don't want to accept the prize
- you don't give us the information we need within 5 working days, or
- we can't get in touch with you

If the prize needs to be redeemed within a certain amount of time, we'll let you know in the special terms.

You can't negotiate the prize, and there's no cash or other alternative if you don't use it. This includes if the prize is cancelled or postponed for reasons we can't control.

If the original prize isn't available for reasons we can't control, we can choose an alternative prize with an equal or greater value.

You're not allowed to sell, transfer, or exchange any part of the prize. If you try to do any of these things, we can choose another winner at random in accordance with these terms.

Each winner and any guests will have to pay for their own costs and expenses relating to the prize. For example, if you need to book accommodation to use your prize (and it's not included as part of the prize), you'll need to pay for that.

# Your privacy

By entering our competition or prize draw, you agree that any personal data you provide in connection with your competition entry may be held and used by us, our agents and/or third parties to fulfil, deliver, and arrange the prize. We'll process your (and, where applicable, any of your guests') personal data in line with applicable data protection and privacy law and our privacy notice. You can read our privacy notice here: <https://www.starlingbank.com/legal/privacy-notice>.

We'll keep any personal data you share with us for 60 days from the end of the competition or prize draw entry period. After this, we'll delete or anonymise it, unless we have to keep it for any reason set out in these terms, any special terms, or any relevant legislation.

You must make sure you have permission from your guests before you share their personal data with us.

'Personal data', has the definition given to it in the Data Protection Act 2018 and includes information shared or collected by us that identifies you or any other person during the course of a competition or prize.

# General

If there's any conflict between these terms and any other communication about the competition or prize draw (excluding any special terms), these terms will apply.

We can refuse entries or refuse to award you a prize if you breach these terms, any special terms, any third-party terms that apply to the prize, or any law or regulation that applies. If this happens, we can choose another winner in accordance with these terms.

We hope we don't have to, but we can alter, amend, or close a competition or prize draw at any time without giving any notice if it becomes necessary for us to do this.

You accept any prize at your own risk. We won't compensate you or accept any liability for any loss, damage, personal injury, or death which happens as a result of accepting the prize – unless it's caused by our negligence, or that of a third-party acting on our behalf. Your statutory rights are not affected.

All entries and any accompanying material submitted to us will become our property once we receive them and won't be returned.

By submitting your competition or prize draw entry and any accompanying material, you agree to:

- Assign to us all your intellectual property rights in your entry and any accompanying material.
- Waive all moral rights in and to your competition or prize draw entry and otherwise arising in connection with your entry to which you may be entitled under the Copyright, Designs and Patents Act 1988 (as amended from time to time), and under similar legislation from time to time in force anywhere in the world.

To the extent any rights in your entry and any accompanying materials are not assigned to us, you agree to grant us a non-exclusive, worldwide, royalty-free and irrevocable licence, for the full period of any intellectual property rights in your entry and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-form and sub-licence the competition or prize draw entry and any accompanying material for such purposes.

We may use your name, photo, town, and county of residence to announce that you're a winner, as well as for any other reasonable reasons related to a competition or prize draw. You also agree to take part in any reasonable publicity related to the competition or prize draw. You can object to this by emailing us at [privacy@starlingbank.com](mailto:privacy@starlingbank.com). If you do object, we might still have to share this information with a regulatory body if they request it, like the Advertising Standards Agency.

We may update these terms from time to time. Any updates will take effect immediately once we post them on our website, and/or in our app.

These terms and conditions are governed by English law. Any disputes that happen in relation to these terms and conditions or the referral scheme will be settled in the English courts.