

## Terms and Conditions for the 'Financial Community Quiz' Competition offered by Fidor Bank AG

These terms and conditions are subject to any other terms and conditions provided to you or to which you are referred at the time of entering the competition.

### 1. General Information

- 1.1 The promoter of the competition (as defined below) is Fidor Bank AG Sandstrasse 33, 80335 Munich, Germany (the "Fidor Bank").
- 1.2 The title of the competition is the 'Financial Community Quiz' competition (the "competition").
- 1.3 Participants in the competition will be asked to answer questions posted by (irhudson, community moderator) on the 27<sup>th</sup> April 2016. The fastest members to answer the questions correctly will gain points, 1<sup>st</sup> = 3 points, 2<sup>nd</sup> = 2 point and 3<sup>rd</sup> = 1 point. The overall winner will be awarded £75.00 bonus money and £25.00 for second prize.

### 2. How to enter

- 2.1. Further details of how to enter can be found in the promotional material for the competition on Fidor Bank's UK website and Fidor Smart Community at [www.fidorbank.uk](http://www.fidorbank.uk) (the "website"), on Fidor Bank's UK Facebook page and UK Twitter page (the "promotional material").
- 2.2. The competition will run from the opening date specified in the promotional material until the closing date specified in the promotional material (the "closing date").
- 2.3. To enter the competition, entrants must submit their entry before the closing date, according to the procedure set out in the promotional material.
- 2.4. Only one entry may be submitted by each participant.

### 3. General Rules and Conditions for the Competition

- 3.1. Competition details form part of these terms and conditions.
- 3.2. By entering the competition, participants agree to comply with all applicable terms and conditions.
- 3.3. Entries that are incomplete, illegible, indecipherable, or inaudible (if made by phone) will not be valid and deemed void.
- 3.4. All entries must be made directly by the person entering the competition.
- 3.5. No responsibility can be accepted for entries lost, damaged or delayed due to computer error in transit.
- 3.6. Entrants are responsible for all costs and expenses incurred in participating in the competition and the winner is responsible for all costs and expenses incurred in claiming the prize.
- 3.7. Fidor Bank reserves the right to amend or alter the terms of the competition at any time. Alterations made after the date of a participant's entry will not affect that entry.
- 3.8. Fidor Bank reserves the right to reject entries from entrants not entering into the spirit of the competition.

- 3.9. The competition may be modified or withdrawn at any time if considered necessary by Fidor Bank.
- 3.10. In the event of a discrepancy between these standard terms and conditions and the details in the promotional material (or any other terms and conditions provided/referred to at the time of entry), the details of the promotional material (and any other terms and conditions provided/referred to at the time of entry) shall prevail.

#### **4. Eligibility**

- 4.1. The competition is open only to holders of a validated Fidor Bank Smart Current Account or Smart Community Account; to receive the bonus money a Smart Community Account member must open a Fidor Smart Current Account. Failure to hold such an account will result in an entrant's entry being void.
- 4.2. Entry is open to residents of the UK except employees of Fidor Bank and Partners, the suppliers of the bonus money prize and any other companies or private persons associated with the competition.
- 4.3. Use of a false name or address will result in disqualification.
- 4.4. Only persons having reached the age of 18, capable of entering into contracts and giving legal consent are entitled to enter into the competition

#### **5. Prize and winners**

- 5.1. The prize is to be issued at the value stated, are not transferable to another individual and no alternatives will be offered.
- 5.2. Reasonable efforts will be made to contact the winner, usually via Email, using the information they have provided. If the winner(s) cannot be contacted within a reasonable time period, or are unable to comply with these terms and conditions, Fidor Bank reserves the right to offer the bonus money prize to the entrant who received the second highest number of votes from members of the Fidor Smart Community.
- 5.3. The bonus money prize will be provided to the winner within 30 days of the end of the voting period, provided Fidor Bank has been able to contact the winner in that time.
- 5.4. The winner's name will be published in the Fidor Smart Community following selection of the winner or made available to anyone who requests that information within 30 days of the close of the voting period.

#### **6. Exclusion**

- 6.1. Fidor Bank reserves the right to exclude participants from the competition if they have misused or sought to abuse the competition or procedures in question or if they breach these terms and conditions or any terms and conditions set out in the promotional material.
- 6.2. In the event a participant harasses or threatens an employee of Fidor Bank , the bank reserves the right to exclude them from the competition. It is expected in such a situation that legal action would be taken against the perpetrator.

#### **7. Liability**

- 7.1. Fidor Bank is not to be held liable for any issues with the competition arising out of technical problems (including problems with its website or social media pages).
- 7.2. In so far as is permitted by law, Fidor Bank and its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of participating in the competition or taking up the bonus money prize except where it is caused by the negligence of Fidor Bank, its agents or distributors or that of their employees. Participants' statutory rights are not affected.

## 8. Data Protection

- 8.1. In participating in the competition, participants agree to provide Fidor Bank with personal data and acknowledge and agree that such data will be processed by Fidor Bank.
- 8.2. Personal data provided by the participant is of course protected by data protection legislation and will be treated with care.
- 8.3. Personal data is only to be used for the purposes of the competition and for promotional purposes and will not be shared with third parties, unless explicitly agreed in advance such as competitions that involve partners.
- 8.4. Participants permit the public use of their Fidor username/nickname, profile picture/photo on the Fidor website, community and social media channels.
- 8.5. Each participant agrees that his or her name, image and town of residence may be published if he or she is the winner of the competition.
- 8.6. Participants are entitled in the duration of the competition to withdraw their permission regarding the use of their data and potential publication of their username on the Fidor website, in doing so they also withdraw themselves from the competition.

## 9. Intellectual Property

- 9.1. Fidor Bank may, but is not required to, make entries to the competition available on its website and any other media, in connection with the competition.
- 9.2. Entrants to the competition grant Fidor Bank an irrevocable licence to use, publish, display, copy and modify their competition entries for any purpose.
- 9.3. Entrants warrant that their entries are their own original work, are not defamatory and do not infringe the intellectual property rights of any third party.

## 10. Jurisdiction

These terms and conditions shall be subject to English law and the participant agrees that the English courts will have non-exclusive jurisdiction in relation to any dispute in connection with these terms and conditions or the competition.