

## Terms and Conditions for “Make Santa’s List” Credit Card Promotion

### **Summary**

Every Primary Credit Card Account Holder who holds an Eligible NBD Ltd Card Account, on which cumulative minimum transaction(s) of XCD \$200.00 has been processed during the applicable Promotion Period qualifies to enter a draw.

### **Definitions:**

**‘Cardholder’** means the holder of a card associated with an NBD eligible Credit Card Account, including but not limited to the Primary Cardholder.

**‘Eligible Card Account’** means an NBD Credit Card account that satisfies the eligibility requirements for the Promotion as detailed in Section 3 below.

**‘Eligible Transactions’** means purchase transactions that have been carried out by the Cardholder and recorded electronically by NBD Ltd during the currency of the Promotional Period. These include retail and online purchases from third parties, but exclude, inter alia, ATM withdrawals, cash advances, fund transfers, financial charges, late charges and fees and transactions that are reversed, for any reason

**‘Entrant’** means the Primary Account Holder of an NBD Eligible Credit Card Account that has been entered into the Promotion upon satisfying the eligibility requirements.

**‘NBD Ltd’** means National Bank of Dominica Ltd.

**‘Promotion Period’** means the applicable Period as detailed in Section 6 below.

**‘Winning Entrant’** means the Primary Account Holder of an NBD Eligible Credit Card Account that has been randomly selected as the winner, after the Closing Date of the Promotion Period.

## The Prizes

1. The Prize is as follows:

Gift vouchers valued at XCD \$300.00 for dinner for two, redeemable at Palisades Restaurant, Fort Young Hotel, Victoria Street, Roseau, Dominica.

2. The prize is only transferable, where the winning entrant is out of state and provides written instructions to transfer the prize to a third party. The Prize is not exchangeable and cannot be exchanged for money or money's worth.

## Eligibility

3. Each Prize Draw is open to any Primary Account holder of a NBD Ltd Credit Card Account, where such account meets the following requirements during the applicable Promotional Period and at the time of the Prize Draw (hereafter 'Eligible Credit Card Account'):

i. The Credit Card Account is for personal use and not for business use.

ii. The Credit Card Account and all associated Credit Cards are valid, and in good standing at all times during the currency of the Promotion Period and at the time of the Prize Draw;

iii. During the promotional period, there has been cumulative Eligible Transactions of at least XCD\$200.00 on any Credit Card associated with the Eligible Credit Card Account.

iv. The Credit Card Account is opened and operational during the applicable Promotional Period and prior to the Prize Draw associated with that Promotional Period.

4. The Eligible Credit Card Account will be automatically entered into the Prize Draw at the time when all requirements of eligibility have been satisfied. As such, a Customer holding several Eligible Credit Card Accounts may be eligible for multiple entries.

5. Notwithstanding the foregoing, any Credit Card Account on which an NBD Ltd employee, member of the Board of Directors, or any party professionally associated with the Prize Draw is an Account holder shall be ineligible.

## The Promotion

6. The Promotion Period is as follows:
  - i. November 23<sup>rd</sup> to December 14, 2018 (inclusive);
  - ii. December 14, 2018 shall hereafter be referred to as the “Closing Date”.
7. NBD Ltd will select at random, five (5) Winning Entrants of the Prize Draw from all entries received at the Prize Draw’s Closing Date, on a business day within 14 days from that date.
8. The Winning Entrant will be contacted using the last known telephone number on NBD Ltd.’s records. Should NBD Ltd be unable, for any reason, to contact the Winning Entrant or should the Winning Entrant be unable to accept the prize within 10 days of the Prize Draw, NBD Ltd reserves the right to award the Prize to an alternate winner, drawn in accordance with these Terms and Conditions.
9. The Winning Entrant, will be required to attend the office of NBD Ltd in person to collect the prize, no later than 5 business days after the Winning Entrant is contacted by an NBD Ltd representative with information that they have been selected as a winner of the said promotion.

By entering the draw, the Entrant unreservedly agrees to these terms and conditions which govern the Promotion and the awarding of Prizes.

The winning Entrant shall be solely responsible for any taxes or other charges levied in relation to the delivery or receipt of the Promotional Prize.

## Publicity

10. (a) The Winning Entrant, by accepting the Prize, consents to NBD Ltd, at its sole discretion, publishing the names, videos and photographs of the Winning Entrant, and any statements made by or attributed to them in relation to the Prize Draw or Promotion, for a period of time to be determined at the sole discretion of NBD Ltd.
- (b) The Winning Entrant, by accepting the Prize, consents to waive any and all rights to access or publish his/her statements in relation to the Prize, video or photographs, without first obtaining the approval of NBD Ltd. NBD Ltd may withhold approval at its discretion.

### **Liability and Governing Law**

11. NBD Ltd reserves the right, at its absolute discretion and without notice, to vary any aspect of the Promotion, including the Prize and all Entrants agree that no liability shall attach to NBD Ltd as a result thereof.
12. By entering the Promotion, or receipt of any Prize, each Entrant agrees to release and hold NBD Ltd and its agents harmless from and against any claim, cause of action including any loss or damage, arising out of participation in the Promotions or receipt, use or misuse of any Prize. Without limiting the foregoing, NBD Ltd shall not be liable for any incorrect or inaccurate information, technical or human error which may occur in the administration of the promotion or the recording and processing of the entries.
13. NBD Ltd.'s decision on all matters relating to the Promotion is final and no correspondence or deliberation will be entered into.
14. The Agreement shall be governed and shall be construed in accordance with the Laws of the Commonwealth of Dominica.