

# **Terms and Conditions**



These Terms and Conditions apply to the Aviva Save £40 e-Gift Card Promotion (the "**Promotion**"). By taking part and claiming a £40 e-Gift Card ("**e-Gift Card**") under this Promotion, you are accepting these Terms and Conditions, so please read them carefully before deciding whether to take part and claim your e-Gift Card. This offer applies to both new and existing customers of Aviva Save who open a new Fixed Savings Account on the basis set out below.

### 1. THE PROMOTOR

- 1.1 This Promotion is brought to you by Aviva Administration Limited, which is authorised and regulated by the Financial Conduct Authority (FRN: 185746), on behalf of Aviva Savings Limited. Aviva Administration Limited is registered in England, No. 03424940, registered office: Aviva, Wellington Row, York, YO90 lWR. Aviva Savings Limited is registered in England, No. 04384512, registered office: Aviva, Wellington Row, York, YO90 lWR. Aviva Savings Limited by the Financial Conduct Authority. ("Aviva", "we", "us").
- 1.2 Fulfilment of the Promotion will be managed by our supplier, The Marketing Lounge Partnership Limited, The Cow Shed, Walnut Tree Farm, Lower Stretton, Cheshire, WA4 4PG ("**MLP**").

## 2. THE PROMOTION PERIOD AND THE MINIMUM DEPOSIT REQUIRED

- 2.1 We are running an offer where we are rewarding customers with a £40 e-Gift Card. An e-Gift Card will be offered to customers who open a new Fixed Term Savings Account through the Aviva Save Platform and make a deposit of £10,000 or more in the Fixed Term Savings Account between 12:00am on 16th October 2023 and 23:59 on 31st January 2024 (the "**Promotion Period**"), in accordance with the requirements set out in Section 3.
- 2.2 The e-Gift Cards will be delivered electronically, and you can select the type of e-Gift Card you want (for the value of £40) from three alternative retailers: Amazon.co.uk, B&Q or Marks & Spencer. For information on how to select the type of e-Gift Card you want and to claim it, please see Section 4 below.

#### 3. ELIGIBILITY

- 3.1 The following criteria apply to your eligibility to take part in this Promotion and set out how your minimum deposit must be made to qualify for an e-Gift Card:
  - You must be resident in the UK, and aged 18 or over. You will also need to register with Aviva Save. If you are not an existing customer, you can open a Fixed Term Savings Account through the Aviva Save Platform to participate in the Promotion.
  - The Promotion only applies to accounts designated as Fixed Term Savings Accounts on the Aviva Save Platform (these are available from a number of our partner banks). The Promotion does not apply to any Easy Access Savings Accounts or Notice Savings Accounts.
  - You must open a Fixed Term Savings Account through the Aviva Save Platform and then deposit a sum of £10,000 or more in a single transaction into the Fixed Term Savings Account during the Promotion Period. Sums which are still within your Aviva Save holding account, but not successfully transferred into the Fixed Term Savings Account during the Promotion Period, do not qualify. The qualifying deposit of £10,000 or more must be made into one single, new Fixed Term Savings Account. Deposits made into more than one new Fixed Term Savings Account which total £10,000 or more do not qualify for an e-Gift Card. For example, if you open two Fixed Term Savings Accounts in the Promotion Period and deposit £6000 in one and £5000 in the other you would not qualify for an e-Gift Card.
  - You must hold the qualifying deposit in your new Fixed Term Savings Account for a period of at least 6 weeks from the date of the deposit.
  - The Promotion will end on the 31st January 2024 at 23:59. The e-Gift Cards are limited to one per customer under the Promotion, irrespective of the number of qualifying Fixed Term Savings Accounts a customer opens. This Promotion cannot be used in conjunction with any other offer.
- 3.2 Please be aware that any money that you deposit in a Fixed Term Savings Account cannot be withdrawn until the applicable fixed term for the product has elapsed (details of this term, which varies between products, will be available at the time you take out your Fixed Term Savings Account).
- 3.3 The Terms and Conditions of this Promotion do not alter or vary the terms and conditions of Aviva Save or any products taken out with our partner banks. If your application to register for Aviva Save or to take out any Fixed Term Savings Account is declined for any reason, you will not be eligible to take part in the Promotion.
- 3.4 In the event of circumstances outside the reasonable control of Aviva, or otherwise where fraud, abuse, and/or error (human or computer) affects or could affect the proper operation of the Promotion, and only where circumstances make this unavoidable, Aviva reserves the right to cancel or amend the Promotion, at any stage, but will always endeavour to minimize the effect to participants in order to avoid undue disappointment.

#### 4. HOW TO CLAIM YOUR e-GIFT CARD

- 4.1 Once you have opened a new Fixed Term Savings Account through the Aviva Save Platform, you will be sent a service email within 28 days advising you of next steps.
- 4.2 After we have validated you are eligible to receive an e-Gift Card by holding your funds in your account for a period of 6 weeks, you will be sent an email within 28 days of meeting the requirements set out above, inviting you to claim it. You must then actually claim the e-Gift Card within 30 days of the date of the email invitation or your e-Gift Card will be forfeited.
- 4.3 The e-Gift Card is made available to claim on-line, via a link you will be sent. You will be given the choice of the e-Gift Card from three alternative retailers: Amazon.co.uk, B&Q and Marks & Spencer. Once you have chosen your e-Gift Card please allow up to 28 working days for it to be received. Your use of the eGift Card will also be subject to any retailer specific terms applying to the type of e-Gift Card you choose (these terms will be outlined at the point of e-Gift Card selection). The e-Gift Cards have retailer determined expiry dates by when they must be used, please refer to the retailer specific terms for details at the time of choosing. Once you have made the selection of the e-Gift Card you would like, you cannot change it.
- 4.4 After you have received the email inviting you to claim your e-Gift Card, if you have any issues please contact MLP, our administrator of the Promotion in the first instance, using the contact details provided in that email.
- 4.5 The e-Gift Card is non-transferable, non-exchangeable and will not be substituted by Aviva for an equivalent cash value. Aviva reserves the right to replace the e-Gift Card with a similar substitute of equal or greater value.

#### 5. PRIVACY AND DATA PROTECTION

- 5.1 Aviva is the data controller of any personal data it collects from you in connection with this Promotion. Aviva's lawful basis for processing the personal data will be its legitimate interests in offering this Promotion. Aviva will share your name, email addresses, and other unique identifiers with MLP to enable them to administer the Promotion on our behalf. MLP is only permitted to use your personal data for this purpose.
- 5.2 For more information about how Aviva processes personal data and how you can exercise your rights, please refer to the **Aviva Save**Privacy Policy here.

#### 6. GENERAL

- 6.1 Aviva will not be liable to compensate you if you are unable to benefit from this Promotion because (a) your application for an Aviva Save Account or a Fixed Term Savings Account is declined; or (b) your e-Gift Card is lost, stolen, unused, destroyed or used without permission, unless caused by Aviva's negligence.
- 6.2 While nothing in these terms and conditions will limit Aviva's liability for death or personal injury caused by its negligence or for fraud, or any other liability which cannot be lawfully excluded or limited, Aviva shall not be liable for:
  - any failure to comply with its obligations where the failure is caused by something outside Aviva's reasonable control; or
  - for any losses that that you may incur which were not foreseeable by Aviva, or you, at the time of your participation in the Promotion.
- 6.3 If any Section in these Terms and Conditions is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other Sections of these Terms and Conditions, which shall remain in full force and effect.
- 6.4 Aviva reserve the right to withdraw this Promotion at any time and no further e-Gift Cards will be issued once the Promotion is withdrawn. If this happens this will be updated in the terms and conditions section on the site.
- 6.5 If you have any complaints about this Promotion or need assistance to participate, please contact us using this email address: avivasave@aviva.com.
- 6.6 These Terms and Conditions shall be governed and construed in accordance with the Laws of England. Any dispute arising is subject to the non-exclusive jurisdiction of the Courts of England and Wales.



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The Aviva Save platform is provided by Raisin UK on behalf of Aviva Savings Limited. Raisin UK is a trading name of Raisin Platforms Limited, which is authorised and regulated by the Financial Conduct Authority (FRN: 813894). Raisin Platforms Limited is registered in England and Wales, No. 11075085, Cobden House, 12-16 Mosley Street, Manchester, England, M2 3AQ.

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