# NatWest Pigbybank Terms of Promotion

Helpful banking



These Terms together with our website Terms and Conditions of Use and our First Saver Account terms and conditions set out the basis on which National Westminster Bank Plc, whose registered office is at 250 Bishopsgate, London EC2M 4AA ("NatWest", "us", "we" or "our") will offer and provide the Pigbybank (the "Product") to you when you open a NatWest First Saver Account and claim a Product on our website at the following address www.natwest.com/pigby ("the Pigby Page").

These Terms will form the contract between you and us for the supply of the Product. Please read these Terms and the other terms and conditions referred to above carefully before ticking the box to opt in to receive the Product. By opting in to receive the Product, you agree to be bound by these Terms.

You should print a copy of these Terms or save them to your computer for future reference.

We may withdraw the Product or the offer to provide the Product at any time.

We will not guarantee that the Product will always be available, nor will we provide a cash alternative to the Product.

### 1 ORDERING PROCESS

- 1.1 If your application for a First Saver Account is approved we will:
  - 1.1.1 confirm this by an email; or
  - 1.1.2 send you a welcome pack.

Your confirmation email or welcome pack will contain a unique redemption number ("Pigbybank code"). You may use this Pigbybank code to request the Product through the Pigby Page. After you have requested your Product through the Pigby Page, you will receive an onscreen acknowledgement confirming that we have received your request.

- 1.2 Only one Product may be requested per First Saver Account and you must be resident in the UK.
- 1.3 You must request your Product within 6 months of the date of us confirming that your First Saver Account has been approved by email or sending a welcome pack to you.

### 2 **THE PRODUCT**

2.1 Although we have made every effort to show accurate details of the Product on the website, the descriptions and images shown are for illustrative purposes only and slight variations may occur. Any sizes quoted are approximate. We cannot

- guarantee that your computer's display will show the colours of the Product accurately.
- 2.2 The Product is subject to availability and we may withdraw it at any time without notice. If the Product is out of stock, we will tell you by email as soon as possible.
- 2.3 The Product is not suitable for children under the age of 3 years.

### 3 **DELIVERY**

- 3.1 When we receive your request we will dispatch your Product to you via UK mail. No other delivery options are available.
- 3.2 We will only deliver the Product to addresses within the UK.
- 3.3 We aim to send your Product to you within 28 days of your request. However, we will not be liable for any delay, including but not limited to, delay caused by circumstances outside our control.
- 3.4 The Product will be your responsibility when we have delivered it to the address you gave us when you sent us your request.
- 3.5 If you do not receive your Product within 28 days of your request, please call our Helpline number which is provided in section 8.

# **FAULTY PRODUCTS**

- 4.1 If the Product you receive is faulty, please call our Helpline which is provided in section 8. We may ask you to return any faulty Products to us. Should we do this please return it as soon as possible to NatWest First Saver, Returns Department, Department 9129, Sunderland SR9 9XZ, following the instructions on the Pigby Page on our website and providing details of the fault. Subject to availability (and to paragraph 4.3 below) we will aim to provide you with a replacement within 28 days.
- 4.2 If your Product is faulty and we have asked you to return the Product to us, it must be returned to us within 21 days of receiving it.
- 4.3 If a fault in a Product is caused by accident, neglect, misuse or normal wear and tear may not be returned to us. In such circumstances we will have no liability to you.

### 5 **OUR LIABILITY**

- 5.1 Neither we, nor our employees or representatives will be liable to you for any loss or damage of any kind which you suffer because you are:
  - 5.1.1 unable to request or obtain a Product;
  - 5.1.2 if there is a delay in delivering, or we fail to deliver the Product; or

- 5.1.3 the Product that you receive is faulty (except as provided in paragraph 4 opposite).
- 5.2 We only supply the Product for domestic and private use. You agree not to use the Product for any commercial, business or re-sale purposes. We will not be liable to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 5.3 We do not in any way exclude or limit our liability for death or personal injury or fraud, and these Terms will not limit any rights that you have under UK consumer protection laws.

# 6 COPYRIGHT AND TRADE MARKS

The copyright, trade mark and other intellectual property rights in the Product are either solely owned by us, or are owned jointly by us and Aardman Animations Limited, or are used by us under exclusive licence from Aardman Animations Limited.

# 7 OTHER IMPORTANT TERMS

- 7.1 We may transfer our rights and obligations under our contract with you to another organisation, but this will not affect your rights or our duties under these Terms.
- 7.2 This contract is between you and us (or your parent or guardian if they have requested a Product on your behalf). No other person shall have any rights to enforce any of its Terms, other than as stated in these Terms.

- 7.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 7.4 If we waive any of our rights, it does not mean that you do not have to comply with that obligation nor that we will waive that right in future.
- 7.5 These Terms are governed by English law.
  This means a contract for the purchase of
  Product through our website or any dispute
  or claim arising out of or in connection with it,
  will be governed by English law. You and we
  both agree to that the courts of England and
  Wales will have non-exclusive jurisdiction.

# 8 CONTACT US

8.1 If you need to contact us, please call our Helpline number on 0345 1130 101. You can reach us Mon – Fri 9am – 5pm and Sat 10am – 1pm except public holidays.