

# Guide to Automatic Entries for Promotional Marketing

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# / Introduction

What is an automatic entry campaign? The easy answer is a campaign that takes data as part of the buying process or from a membership base and automatically enters you into a campaign WITHOUT a secondary entry or data collection form.

Automatic entries for promotional marketing can be a powerful tool for businesses looking to generate interest and sales for their products or services. By automatically entering customers into your promotions businesses can create a sense of urgency and exclusivity that can lead to increased engagement and sales.

This guide will cover what an automatic entry campaign could look like whether it's your own campaign or if you are working with another brand, and the promotional marketing rules you need to be aware of to deliver a successful and compliant campaign.

# / What could an automatic entry campaign look like?



## Call to Action

One of the primary benefits of auto entries is their ability to provide a great call-to-action headline. By framing the promotion as exclusive or time-limited, businesses can create a sense of urgency that encourages customers to act. For example, a headline like “Exclusive offer for our valued customers – don’t miss out!” can be much more compelling than a generic headline like “New products now available.”

## FOMO

Automatic entries can also help to sell more products by leveraging the power of social proof. When customers see that others have already taken advantage of the promotion or offer, they may be more likely to follow suit. This can create a sense of FOMO that can lead to increased sales and engagement.

## Add value

Additionally, auto entries can help to build a loyal customer base by providing added value to customers who are already interested in a business’s products or services. By offering exclusive promotions or discounts to customers who have already made a purchase or shown interest in a product, businesses can build a relationship of trust and loyalty with their customer base. This is the basis that most reward programmes are based on.

## Build Trust

Mapping effective user journeys can also help businesses to build trust and transparency with their customers. By providing clear and easy-to-understand information, through a range of methods, about data collection and processing practices, businesses can demonstrate their commitment to protecting customer privacy and foster a positive relationship with their customers.

# / What winning could look like

## The Moneybox End of Tax Year Prize Draw



We're giving away £25,000 worth of cash prizes to help you start the new tax year off with a bang! There are a few prizes up for grabs, including a £20,000 grand prize for one lucky winner, and five separate prizes of £1,000 each. T&Cs apply.

The above is an automatic entry campaign from the financial service brand, Moneybox. The campaign was advertised on the brand's app as well via email to customers. The good news is that any current members who contributed a qualifying amount into an eligible account were entered into the draw and therefore would be in with a chance to win a prize. The brand however was also able to use the call to action to attract new deposits and customers.

In order to make any automatic entry promotional campaign effective, however, it is important to ensure all requirements are not hidden in small print. The terms and conditions did allow consumers to opt-out but it would have been even better if there was a direct link to the opt-out page for ease, opposed to being supplied in the long terms which makes them more difficult for people to find and access. You should be conscious of how easy it is for consumers to opt-out too – it shouldn't be hard for consumers to opt-out should they wish. This is important due diligence when it comes to baking sound data marketing practices into your campaigns.

The best option would be to send an additional email before the draw to all customers to let them know they qualified and were going to be entered into the draw. The email could also offer an opt out link. (The prize is of such high value that not many would want to opt-out!!!)

The terms and conditions for this campaign can be found at the end of this guide.



The above graphic offers another example of an automatic entry campaign which included a third party. The brand sponsored the campaign but all the marketing communications were from Nectar. Everyone who purchased the branded product was automatically entered into the draw via their Nectar membership.

In this case study, the data was maintained and housed within the Nectar environment. Communications were also clear to state that entry only required the swiping of a customer's loyalty card. Also, no data was shared with the third party. If the brand wanted the first party data, there would have been a requirement for the consumer to agree to this (infamous tick boxes!).

The only problem with this entry mechanic is that consumers rarely remember purchasing low value FMCG brand many weeks previously. Additionally, many of these loyalty campaigns are shared across family members. So, when a customer wins, they may not necessarily remember the campaign and believe and follow up telephone calls to be fraudulent.

Building visibility of any promotional campaign is key to avoiding this, as is considering the context of your services – for example, in the previous example, the business was a financial services brand which is more likely to denote a stronger relevance to their customer's lives and drive through more careful engagement with any communications.

**The terms and conditions for this campaign can be found at the end of this guide.**

# / The promotional marketing rules you need to be aware of

Achieving effective promotional marketing means more than designing enticing creative that will attract consumers in the marketplace. You will need to fold good privacy practice into the mechanics of your campaign so you can be responsible in your delivery, and clear from the start about how you will use peoples' personal information. UK GDPR, Data Protection Act 2018, Privacy and Electronic Communications Regulations (PECR), and the CAP Code provide frameworks which can help marketers do this and ensure trust and confidence in your campaigns.

Below is a checklist to help you navigate your responsibilities and think about how to build a compliant campaign from the outset.

## Transparency, Accountability, and Legitimate Interests

- Tell entrants what you are doing with their information and give them options over how their personal information will be processed.
  - For example, if you are automatically entering your customers into a promotional campaign, tell them what this means when you are collecting their contact details and how they can consent or object to that entry in an easy and hassle-free way
  - Include this information in more detail in your promotion's terms and conditions which should be accessible to entrants when you are collecting their information - what should be included in your terms and conditions is set out in the CAP Code, Section 8 on Promotional Marketing.
- If you want to use an entrant's contact details for future marketing purposes – either your own or those of a third party, make sure you can do this in a way that is fair, lawful, and transparent:
  - UK GDPR provides information on whether you can rely on legitimate interests and how to do an LIA – this is likely to be the case where you wish to send direct mail or conduct live telemarketing calls where an entrant is not registered with the Telephone Preference Service (TPS)
  - Any third parties will also need to consider if they can rely on legitimate interests for their direct marketing and document their assessment in their own LIAs
  - Consider a consumer's reasonable expectation – will they expect their data to be used in this way? Is the information sufficient to let them know what will happen and why? This is particularly important where you want to automatically enter a consumer into a prize draw or any other promotional marketing – you must be granular in approach, clear, and make sure you are unbundling first and third-party marketing

- You should also consider the FCA Consumer Duty which sets high standards of conduct and behaviour towards customers, particularly those who are considered vulnerable. This would mean assessing whether an automatic entry campaign could place a customer at risk of a vulnerable circumstance - for example, do they buy a product they are unfamiliar with purely for the chance of winning a prize if they are financially vulnerable? Knowing your audience will be key here.

### **What the data collection point and terms and conditions should include**

- You must include in the promotion's terms and conditions the lawful basis which you or a third party have assessed as appropriate, so it is clear what basis you are relying on
- A dedicated marketing section in the terms should also explain the marketing activity, highlight your name and privacy notice, and that of any third party
- Where you are simply automatically entering consumers into a promotion and will not use that information for direct marketing purposes, be clear about this at the point of data collection, in your terms and conditions, and in your own privacy notice

### **When to give the relevant information**

- The timing of when privacy information, as well as your terms and conditions, is made available to consumers, and how, is crucial to ensuring transparency
- You must consider vulnerable people and not mislead consumers

### **Privacy and Electronic Communications Regulations (PECR)**

- Email, SMS, automated telemarketing, and live telemarketing where an individual is registered with the TPS, will require consent under PECR
- You will also need consent where any third parties are involved, and they'd like to market to those who have automatically been entered into a particular promotional campaign.
- Whether you are dealing with your own future marketing aims, or those of third parties, providing separate and granular data collection mechanisms is vital
  - For example, when collecting personal information, tell entrants who you and those third parties are, and layer the opt-in mechanisms for your own and each third party who wants to undertake future email and SMS marketing (and telemarketing to those registered on the TPS).
- You do not have to use a series of un-ticked opt-in boxes for each party and each marketing channel, but often this is the easiest way to make sure you are meeting the definition of consent set out in UK GDPR:
- "Consent must be freely given, specific, informed, an unambiguous indication by an entrant of their wishes which, by a statement or by a clear affirmative action, signifies their agreement"
- Given the nature of the 'soft opt-in', otherwise known as the 'existing customer exemption' outlined in PECR, it is highly unlikely that you will be able to rely on this exception for these types of promotions.

# Example: Terms and Conditions - Moneybox

## Promoter

The prize draw is operated and promoted by Digital Moneybox Limited, which is a limited company registered in England & Wales with the company number 09597755 whose registered office is Suite 1.07 1-2 Hatfields, London SE1 9PG (“Moneybox”, or “we” / “us” / “our”).

## How to enter and eligibility

1. To qualify for this prize draw you must:
  - a. have or open a “Qualifying Account” (as defined below) via the Moneybox app before or during the “Qualifying Period” (as defined below); and
  - b. make a “Qualifying Deposit” (as defined below) during the Qualifying Period.
2. Your account will be treated as open on completion of the registration process, at which point it will be visible in ‘Your active accounts’ section through the ‘Accounts’ option in the ‘Settings’ tab in the Moneybox app.
3. A “Qualifying Account” means:
  - a. Moneybox Cash Lifetime ISA;
  - b. Moneybox Stocks & Shares Lifetime ISA;
  - c. Moneybox Stocks & Shares ISA (including Available Cash); or
  - d. Moneybox Pension (SIPP).
4. The “Qualifying Period” means 00:00 on 22nd February 2023 to 12:00 on 5th April 2023.
5. A “Qualifying Deposit” means a total deposit of £100 or more deposited into a Qualifying Account (not including transfers between Qualifying Accounts) during the Qualifying Period, in one of the following ways:
  - a. A deposit made in the Moneybox app (via the in-app “Saved this week” on the This Week tab);
  - b. Moving money from other Moneybox savings accounts into a Qualifying Account;
  - c. A gift link deposit (which for the purposes of this prize draw will be counted towards the Qualifying Deposits of the recipient, not the depositor, of the gift link deposit);
  - d. Instant bank transfer;
  - e. A transfer from another ISA or Lifetime ISA provider into a Moneybox Cash Lifetime ISA, Moneybox Stocks & Shares Lifetime ISA, or Moneybox Stocks & Shares ISA, and in respect of such transfers in, where the transferred funds are received by Moneybox during the Qualifying Period.

6. In respect of Qualifying Deposits, for the avoidance of doubt:
  - a. it is not necessary to break down deposits of more than £100 into separate deposits; for example, a single deposit of £1,000 will be counted as ten (10) Qualifying Deposits;
  - b. smaller sums that cumulatively add up to £100 will be deemed a Qualifying Deposit, such that every multiple of £100 deposited into Qualifying Accounts within the Qualifying Period will be counted as a Qualifying Deposit;

#### ***Permission and Suppression Management***

- With respect to your screening and suppression responsibilities under UK GDPR and PECR, you need to have a mechanism in place which allows you to flag opt-outs and objections so that you do not enter a consumer into a promotion or add them to your marketing file. Third parties must ensure the same. When drafting an agreement with third parties, sponsors or partners, including clauses about how suppressions will be managed and maintained is important for ensuring compliance from the outset; it allows you to consider what processes you need to put in place and which party will take responsibility for this activity – assurance and risk navigation for all involved.

### **Winner**

7. Six (6) winners will be randomly selected in accordance with the laws of chance, consistent with the requirements of Promotional Marketing Rule 8.24 of the CAP Code, by a third party computer process on 12th April 2023 and notified by email by 23:59 on 12th April 2023 using contact details registered on the winner's Moneybox account.
8. Each winner will need to respond to Moneybox to confirm they accept or decline the prize within five (5) calendar days from receiving an email about the prize by Moneybox.
9. If a selected winner does not respond to our email within this timeframe, either to accept or decline the prize, a new winner will be randomly selected on 18th April 2023, and notified within five (5) business days. For the avoidance of doubt, the new selected winner will also need to respond to

Moneybox to accept or reject the prize within a five (5) day timeframe, otherwise a new winner will randomly be chosen following the above process.

### **Prize**

10. One winner will receive a prize of £20,000 and five (5) winners will receive a runner-up prize of £1,000 each. The prizes will only be paid to the competition winners (as determined by the process above) directly into their linked bank account used for contributions into their respective Moneybox account. We will endeavour to complete the payment within five (5) working days. We will contact the winner to arrange how payment will be made.

## Other

11. These terms (the “Offer Terms”) supplement Section 13 (Promotions) of our Moneybox Terms & Conditions. To the extent there is a discrepancy between these Offer Terms and the Moneybox Terms and Conditions, the Moneybox Terms and Conditions shall prevail.
12. By participating in the prize draw, you are deemed to have accepted these Offer Terms.
13. Please note we are required to make available information that indicates that a valid award took place. To comply with this obligation, we will send the surname and county of the prize winner to anyone requesting this information. If you object to any or all of your surname and county being published or made available, please notify us by contacting us on support@moneyboxapp.com, and we will remove you from the draw. Please note, we must provide details of any prize draw entrants to the Advertising Standards Authority, the Financial Conduct Authority, or any other competent authority requiring such details, on request.
14. We will process your name, email address, date of birth, bank details, residential address, and other account details necessary, for the purposes of administering the prize draw. Personal data supplied will be treated as set out in our Privacy Notice.
15. We will process your name, email address, date of birth, bank details, residential address, and other account details necessary, for the purposes of administering the prize draw. Personal data supplied will be treated as set out in our Privacy Notice.

## Example: Full Terms and Conditions – Nectar Case Study

1. This prize draw is open to UK residents only (England, Scotland, Northern Ireland & Wales) aged 18 and over, who hold a Nectar Card, with the exception of employees of the Promoter and Sainsbury’s or anyone else associated with the administration of this promotion.
2. Purchase any of the Go Ahead! branded products Go Ahead! Crispy Fruit Slices Apple 5x43.6g, Crispy Fruit Slices Forest Fruit 5x43.6g, Crispy Fruit Slices Raspberry 5x43.6g, Yogurt Breaks Raspberry 5x35.5g, Yogurt Breaks Strawberry 5x35.5g, Yogurt Breaks Forest Fruit 5x35.5g, Fruit Bakes Apple 6x35g, Fruit Bakes Strawberry 6x35g, Fruit & Fibre Slices Blueberry 5x43.6g, Go Ahead Fruity Cake Bites Raspberry & Strawberry 5x27.3g, Go Ahead Fruity Cake Bites Orange & Lemon 5x27.3g and use your Nectar Card in the same transaction for automatic entry into the draw: Win a Pair of E-Bikes. The promotion opens on 20/01/2021 and closes at 23:59 on 09/02/21 for receipt of all entries. All online orders must be ordered by 23:59 on 09/02/21 to qualify.
3. No purchase necessary in NI only; NI shoppers may also enter the prize draw by calling the Call Centre on 0344 811 0811, quoting your Nectar card number and the code GoAheadJan2021. One NI no purchase necessary entry per NI resident.

4. All purchase related entries are restricted to one per transaction for the duration of the promotion. No entries from agents, third parties or organised groups will be accepted. No bulk entries.
5. There are 3 prizes of a pair (2) of Pendleton Somerby-E Electric Hybrid Bikes to win. The Promoter's use of particular brands as prizes does not imply any affiliation with or endorsement of such brands.
6. The winners will be drawn at random during week commencing 22/02/2021 under independent supervision.
7. The Promoter's decision is final and binding in all matters and no correspondence will be entered into.
8. No Nectar Card primary holder may win more than one prize.
9. Winners will be notified by telephone therefore entrants will have needed to have supplied a valid contact number to Nectar. Winners will be contacted within 28 days of the closing date. If a winner does not respond when contacted on two separate occasions, the prize will be forfeited and a back-up winner will be chosen and notified by telephone.
10. The prize will be delivered to the winner within 28 days of being notified of their prize.
11. Proof of identity may be called for before the prize is awarded.
12. The Promoter is not responsible or liable for:
  - a) Any entries that are lost or delayed due to faulty or failed electronic data transmissions.
  - b) Communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines satellites, servers, computers or providers utilised in any aspect of this promotion causing delays or disruption.
13. There is no alternative to the stated prize or any cash substitute. The prize is non-transferable. The Promoter reserves the right to substitute the prize for one of greater or equal value.
14. The Promoter makes no representation or warranty in relation to any Prize provided. Except as specifically set out herein and to the maximum extent permitted by law, all conditions, warranties and representations expressed or implied by law are hereby excluded. To the fullest extent permitted by law, the Promoter hereby exclude and shall not have any liability to any entrant or prize winner in connection with or arising out of this Promotion howsoever caused, including for any costs, expenses, forfeited prizes, damages and other liabilities, provided that nothing herein shall operate so as to limit or exclude the Promoter's liability for personal injury or death caused by the Promoter's negligence or liability for fraudulent misrepresentation. For the avoidance of doubt, this paragraph shall also apply in respect of any prize provided by a third-party provider.
15. Winners may be requested to participate in any reasonable publicity when asked by the Promoter.
16. By entering this prize draw, entrants agree to be bound by these Terms and Conditions governing this promotion and by any other requirements set out in related promotional materials.
17. The name and county of the prize winners can be obtained by calling the Call Centre on 0344 811 0811, quoting your Nectar card number and the code: GoAheadJan2021

within 3 months of the prize draw close date. Any entrant may object to their information being made available in this way, or may request that the amount of information made available be reduced by contacting the Promoter. In these circumstances the entrants acknowledge that the Promoter may nevertheless disclose such information in full to the Advertising Standards Authority if required to do so.

18. If you would like a written copy of these full Terms and Conditions, please write to: Pladis, Hayes park, Hayes End Rd, Hayes UB4 8EE providing your address and contact details.
19. The Promoter reserves the right to vary the Terms and Conditions or cancel the draw at any stage in the event of circumstances arising beyond its reasonable control.
20. Any question concerning the legal interpretation of the rules will be based on English law and the Courts of England and Wales will have exclusive jurisdiction.

Promoter: United Biscuits (UK) Limited trading as Pladis, Hayes End Road, Hayes, UB4 8EE

Data Controller: Sainsbury's Supermarkets Ltd, 16th Floor, Arndale House, Manchester, M4 3AL. You can find the privacy notice at <https://privacy-hub.sainsburys.co.uk/privacy-policy/>

# / About the DMA

The Data & Marketing Association (DMA UK) is the UK's leading trade association for today's progressive data-driven marketers. Our mission is to build more responsible, ethical, diverse, creative, and innovative organisations by setting, promoting, and teaching the standards to build trust and deliver marketing effectiveness. We deliver this through [Representation](#) to government and regulators; [Resources](#) developed by the industry for the industry as a complete source of marketing intelligence; and [Relationships](#) built through active participation in our community. We are Europe's largest community of data-driven marketers.