

BCU Financial Summer Giveaway Contest Rules (“Contest Rules”)

1. **Sponsor.** The BCU Financial Summer Giveaway Contest (“Contest”) is sponsored by Buduchnist Credit Union Limited o/a BCU Financial, 2280 Bloor Street West Toronto, Ontario M6S 1N9, <https://www.bcufinancial.com> (“Sponsor”). Sponsor’s credit union branches include: Bloor West, Mississauga, Oakville, North Toronto, Hamilton, Ottawa (“Branches”).

2. **Eligibility.** Contest is open to Sponsor’s credit union members (“Members”), who are legal residents of Ontario, and who have reached 18 years of age at the time of entry, with the exception of employees of the Sponsor, related and affiliated companies, subsidiaries, departments or agencies, franchisees, suppliers, advertising and promotional agencies, contest administrators, and any other parties engaged in the development, production or distribution of Contest materials, and those living in the same household. By participating in the Contest, entrants acknowledge compliance with, and agree to be bound by these Contest Rules. Entrants who do not comply with any of the Contest Rules are subject to disqualification by the Sponsor, in Sponsor’s sole discretion.

3. **Contest Period.** The Contest Period begins on June 1, 2020 at 12:00 AM and ends on July 31, 2020 at 11:59 PM.

4. **How to Enter.** You can enter the Contest by visiting <https://bcufinancial.com/giveaway> and submitting the form (“Entry Form”) and completing eligible Banking Transactions during the Contest Period. There is no purchase necessary to participate in the Contest.

Entry forms that are not submitted, late, lost, stolen, illegible, contain false information, are damaged, misdirected, incomplete, altered or otherwise irregular or that do not conform with or satisfy any or all of the conditions of the Contest Rules are void. Entrants grant Sponsor a non-exclusive license to use all entry forms for any purpose. Sponsor shall be permitted to use contact information submitted on entry forms to update Member contact information in Sponsor’s records databases.

5. **Contest.** During the Contest Period, the Sponsor and/or its Branches will hold two random draws during which a total of 36 Monthly Prizes and 1 Grand Prize will be awarded. The first Draws will be held within five (5) business days after June 30, 2020 (“First Draws”). The second and final Draws will be held within five (5) business days after July 31, 2020 (“Second Draws”).

The 36 Monthly Prizes are allocated to each Branch. Each branch will award 6 Monthly Prizes during the Contest Period, 3 each during the First Draws and 3 each during the Second Draws. The Grand Prize will be awarded, by random draw by Sponsor, during the Second Draws. Entrants will only be eligible to win a Monthly Prize allocated to their home Branch. All Entrants who submit a completed Entry Form on or before June 30, 2020 at 11:59 pm will earn Entries for all Banking Transactions completed during the entire Contest Period which shall automatically be entered into the First Draws and Second Draws, as applicable. Any Entrants who submit a completed Entry Form on or after 12:00 am on July 1, 2020, shall only earn Entries for Banking Transactions completed on or after July 1, 2020 which shall automatically be entered into the Second Draws. All Entries earned during the Contest Period shall automatically be entered into the Grand Prize Draw.

6. Chances to Win. Each Contest participant shall accrue chances to win (“Entry” or “Entries”) in the Contest by completing the following banking transactions during the Contest Period (“Banking Transactions”):

- Signing up for BCU Link online banking = 5 Entries earned;
- Performing BCU Link online banking transactions = 1 Entry earned per transaction;
- Interac eTransfer, in or out = 1 Entry earned per eTransfer;
- ATM withdrawal or transfer = 1 Entry earned per ATM withdrawal or transfer; and
- ATM deposit at any Sponsor or The Exchange Network ATM = 2 Entries earned per deposit;

As a point of clarity, simply logging on to BCU Link online banking does not qualify as a Banking Transaction. There is no limit to how many Entries any participant may accrue during the Contest Period. Entries earned between June 1, 2020 and June 30, 2020 shall automatically be entered into the First Draws for Monthly Prizes. Entries earned between July 1, 2020 and July 31, 2020 shall automatically be entered into the Second Draws for Monthly Prizes. All Entries earned during the Contest Period shall automatically be entered into the Grand Prize Draw.

7. Odds of Winning. The odds of winning depend on the number of eligible Entries received during the Contest Period.

8. Contest Prizes. There are a total of 37 prizes available to be won during the Contest Period as follows:

- 36 Monthly Prizes consisting of gift cards redeemable at participating businesses – 12 gift cards have an approximate retail value of \$200.00 each; 12 gift cards have an approximate value of \$100.00 each; and 12 gift cards have an approximate value of \$50.00 each.
- 1 Grand Prize consisting of a gift card with an approximate retail value of \$500.00.

All winners assume any and all liability for any injury or damage caused, or claimed to be caused, by entering, participating in the Contest or the use or redemption of a prize. Prizes must be accepted as awarded and have no cash value. Prizes or any portion of a prize cannot be combined with other discounts, promotions or special offers. Sponsor reserves the right to substitute an alternate prize of equal or greater value if an advertised prize is unavailable at the time of award.

9. Skill-testing Question. Selected Winners will be required, as a condition of winning a prize, to correctly answer, without assistance of any kind, the Sponsor’s mathematical skill-testing question to be administered prior to claiming their prize.

10. Winner Selection and Confirmation. The Sponsor, or an employee, agent or other representative of the Sponsor or its Branches, as applicable, will conduct a random draw from all eligible Entries received before the respective draws and select the potential winners (Selected Winners). Selected Winners will be deemed winners if they meet all of the eligibility criteria set out in these Contest Rules. If a Selected Winner does not meet the eligibility criteria, he/she will be disqualified and will not receive a prize and another participant will be selected by way of a random draw from the remaining eligible Entries. Before being declared a winner, Selected Winners will be required to: (i) correctly answer the Sponsor’s skill-testing question; (ii) sign and return the Sponsor’s Declaration of Eligibility and Liability/Publicity Release form (Winner Release); and (iii) comply with all other Contest Rules, all in the sole discretion of Sponsor.

Selected Winners will be notified within five (5) business days of the applicable draws and will be contacted by email provided at the time of entry into the Contest. Up to three attempts will be made to contact Selected Winners within ten (10) business days following the applicable draw. A Selected Winner that does not or cannot accept a prize may be forfeited and a new Selected winner may be selected by random draw, in the Sponsor's sole discretion. A signed copy of the Sponsor's Winner Release must be received by the Sponsor at or before the time the prize is claimed, which must be within thirty (30) days of the applicable draws. Sponsor is not responsible for the failure for any reason whatsoever of a Selected Winner to receive notification or for the Sponsor to receive a Selected Winner's response.

Each Selected Winner may be required to provide proof, that he/she is the individual associated with a selected Entry, by providing a valid government issued identification document for review.

11. Release and Indemnification. All winners must sign the Sponsor's Winner Release to: (i) confirm compliance with all Contest Rules; (ii) agree to accept prizes as awarded; (iii) release, discharge and hold harmless the Sponsor, its departments and agencies, parent, related and affiliated companies, subsidiaries, franchisees, advertising and promotional agencies, counsel, marketing partners, and each of their respective directors, officers, employees, shareholders, successors, sponsors, partners, licensees, subsidiaries, agents, artists, advisors, assignees, and all others associated with the administration, development and execution of the Contests (Released Parties) from and against any and all manner of action, cause of action, claim or demand, loss or injury, use or misuse of a prize or any travel related thereto, and the use of entries by the Sponsor, suit, debt, covenant, contract, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach, failure of any third-party contractor or supplier used in connection with any aspect of the Contest to perform or deliver any goods or services, any act of God or any other event beyond the Released Parties' control, any dissatisfaction of any kind by a winner with any aspect of the Contest or any prize, liability for physical injury, death, or property damage which the entrants, guests, their heirs, successors or assigns have, might have or could have suffered, by reason of or arising out of the entrant's participation in the Contest and/or in connection with the acceptance and/or exercise by the participant of prizes as awarded; and (iv) indemnify the Released Parties against any loss, damage or expense, including legal fees, that any of the Released Parties may suffer or incur as a result of any non-compliance by participants with any of the Contest Rules or participation in the Contests and/or in connection with the acceptance and/or exercise of a prize, and the use of Entries by the Sponsor.

The Sponsor is not responsible for: (i) incorrect or inaccurate entry information that may affect a person's ability to participate in the Contest or be awarded a prize, including but not limited to human error, technical malfunctions, lost or delayed entries for any reason, mail failures, omission, or any combination thereof, and entries that fail to fully comply with these Contest Rules; (ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (iii) lost, incomplete, delayed, mutilated or misdirected Entry Forms or Winner Releases; (iv) injury or damage to participants' computers or to any other individual's computer related to or resulting from participating in, or downloading any material regarding the Contest or accepting a prize; (v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from and individual's participation in the Contest or receipt or use or misuse of any prize, including any related travel and the use of Entries by Sponsor; (vi) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference

by third-party computer hackers or otherwise; or (vii) late, lost, misdirected or unsuccessful efforts to notify a potential winner.

12. Other Conditions. The Sponsor reserves the right to terminate or amend the Contest at any time and in any way, without prior notice to participants. Without limiting the foregoing, if, for any reason, the Contest is not capable of running as originally planned for any reason, the Sponsor reserves the right to cancel any draws during the Contest Period.

13. Publicity and Participant Information. By participating in the Contest, entrants consent to the use of their name, email address, social media handle(s), comments and image, whether on videotape, photograph or any other means, for the administration of the Contest or any publicity carried out by the Sponsor, without further notice or compensation.

14. Law. The Contest is void where prohibited by law and is subject to all applicable Canadian federal, provincial, territorial, municipal and local laws. This Contest shall be governed exclusively by the laws of the province of Ontario including all issues and questions concerning the construction, validity, interpretation and enforceability of these Contest Rules, rights and obligations between participants and the Sponsor, and procedural provisions, without giving effect to any choice of law or conflict of law rules. Any dispute shall be adjudicated by the courts sitting in the City of Toronto.

15. Rule Amendments. The Sponsor reserves the right, in its sole discretion, to amend or modify these Contest Rules, or modify, cancel or suspend the Contests, without prior notice for any reason whatsoever, including without limitation in the event that any cause beyond the reasonable control of the Sponsor corrupts, or threatens to corrupt, the security or proper administration of the Contest.

16. Intellectual Property. All intellectual property, including but not limited to trademarks, logos, designs, promotional materials, web pages, source codes, images, drawings, illustrations, slogans and representations are owned by the Sponsor. All rights reserved. Unauthorized copying or use of any of the Sponsor's intellectual property without the express written consent of the Sponsor is strictly prohibited.

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