

WFCU Credit Union

Official Contest Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. **Contest Name:** Kingsville Grand Opening Contest (the “**Contest**”)
2. **Eligibility:** This Contest is open only to individuals who are legal residents of Ontario, Canada and who are eighteen (18) years of age or older as of the date of entry. Void where prohibited by law. Employees of WFCU Credit Union, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the “**Excluded Parties**”), and immediate family members and/or those living in the same household of Excluded Parties are not eligible to participate in the Contest. The Contest is subject to all applicable federal, provincial, municipal and local laws and regulations.
3. **Agreement to Rules:** By participating in the Contest, you agree to be fully unconditionally bound by these Official Contest Rules (“**Rules**”) and represent and warrant that you meet the eligibility requirements set out herein. You agree to accept the decisions of WFCU Credit Union as final and binding in any matter relating to this Contest.
4. **Contest Period:** Entries will be accepted starting on November 25, 2019 at 12:01am Eastern Time and ending on December 20, 2019 at 5:00pm Eastern Time (“**Contest Period**”). All entries must be received during the Contest Period.
5. **How to Enter:** No purchase necessary.
 - a. Submission. To enter, during the Contest Period, visit the WFCU Credit Union Kingsville Branch location (410 Main Street East, Unit 300, Kingsville, Ontario N9Y 0C1) to submit your completed ballot (“**Submission**”). Limit of one (1) Submission per person during the Contest Period. All Submissions must be made during the Contest Period to be eligible. In order for your Submission to be valid, all required information including name, email address and telephone number must be filled in as required.
 - b. Content Restrictions. Submissions must comply with these Rules, must not include personal information of other individuals, must not be defamatory, trade libelous, pornographic or obscene, and must not contain, depict, include, discuss or involve, without limitation, any of the following: dangerous or violent behavior; nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity or sexual innuendo; crude, vulgar or offensive language and/or symbols; and any other content that is or could be considered to be inappropriate, unsuitable or offensive, all as determined by WFCU Credit Union in its sole and absolute discretion (“**Content Restrictions**”).
 - c. License. By completing and submitting a Submission, you grant WFCU Credit Union a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce,

modify, publish, create derivative works from, and display such Submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes, and waive all moral or other non-assignable rights you may have in the Submission in favour of WFCU Credit Union and its successors and assigns. If requested, you will sign any documentation that may be required for WFCU Credit Union or its designees to make use of the non-exclusive rights you grant to use the Submission.

- d. **Representations.** By submitting a Submission, you warrant and represent that: (i) the Submission is your original work, created solely by you, and over which you have all necessary rights, title and interest, including copyright; (ii) the Submission has not been previously published; (iii) the Submission does not infringe upon the intellectual property rights, or defame or invade the publicity or privacy rights, of any third party, living or deceased; (iv) that the Submission complies with the Content Restrictions. You agree to indemnify and hold harmless WFCU Credit Union from any claims to the contrary.
 - e. **General.** Submissions that are incomplete or do not adhere to the Rules or Content Restrictions may be disqualified at the sole discretion of WFCU Credit Union. You may enter only once, regardless of method of entry. You may not enter more times than indicated by using multiple identities, email addresses, phone numbers, or devices in an attempt to circumvent the Rules. If you use fraudulent methods or otherwise attempt to circumvent the Rules, your Submission may be disqualified at the sole discretion of WFCU Credit Union.
6. **Prizes:** There are eighty-eight (88) prizes available to be won consisting of one (1) Grand Prize of \$2500 cash; one (1) Second Prize of \$1,000 cash; one (1) Third Prize of \$500 cash; ten (10) additional prizes of one (1) \$100 Eat. Drink. Dine Kingsville gift card; twenty-five (25) additional prizes of one (1) \$50 Eat. Drink. Dine Kingsville gift card; and fifty (50) additional prizes of one (1) \$25 Eat. Drink. Dine Kingsville gift card (the "**Prizes**"). Actual value may differ at time of Prize awards. The specifics of the Prizes shall be solely determined by WFCU Credit Union. No cash or other prize substitution shall be permitted except at WFCU Credit Union's discretion. Prizes are nontransferable. Any and all prize-related expenses, including without limitation transportation to and from the game, refreshments, and any and all federal, provincial, municipal and/or local taxes, shall be the sole responsibility of winner(s). No substitution of the Prizes or transfer/assignment of the Prizes to others or request for the cash equivalent by winner(s) is permitted except that WFCU Credit Union may substitute all or part of the Prizes for a prize or prizes of equivalent value in the event of unavailability of all or part of the Prizes. Acceptance of a prize constitutes permission for WFCU Credit Union to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.
 7. **Odds:** The odds of winning depend on the number of eligible entries received.
 8. **Winner Selection and Notification:** Eighty-eight (88) winners will be selected by a random drawing on December 21, around 10 am Eastern Time under the supervision of WFCU Credit Union to be eligible to win the Prizes. Potential winners will be notified by telephone shortly after the drawing (the "**notification phone call**"). The potential winners will be asked to respond to the notification phone call within 48 hours of

notification to provide confirmation of acceptance of the Prize. The Sponsor will ask the potential winner to visit the WFCU Credit Union Kingsville Branch location to complete a skill-testing question which the potential winner must answer without any electronic, mechanical or other assistance. Potential winners may also be required as a condition of winning a prize, at the sole discretion of WFCU Credit Union, to complete, sign and return within the time specified a Declaration of Eligibility and Liability/Publicity Release (the "**Declaration and Release**"). If the potential winner does not respond to the notification phone call, has not correctly answered the skill-testing question, does not return (if required) the original signed Declaration and Release by the specified deadline, or is otherwise not in compliance with these Rules, the potential winner will be disqualified, will not be awarded the Prize, and an alternative potential winner will be randomly selected from remaining eligible entries. This process may be repeated up to 3 times (time permitting) after which no further attempts will be made. WFCU Credit Union shall have no liability for potential winner's failure to receive notices for any reason, including incorrect telephone numbers, email addresses or personal information. Prize must be picked up in-branch at the WFCU Credit Union Kingsville branch location by the confirmed winner.

9. **Rights Granted by You:** By accepting a prize, you understand and agree that WFCU Credit Union, anyone acting on behalf of WFCU Credit Union and WFCU Credit Union's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your Submission, name, portrait, picture, voice, likeness, image, statements about the Contest, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent. By entering this Contest, you represent and warrant that your Submission is an original work of authorship, does not violate any third party's proprietary or intellectual property rights and otherwise complies with the Content Restrictions. If your Submission infringes upon the intellectual property right of another, or otherwise does not comply with the Content Restrictions, you will be disqualified at the sole discretion of WFCU Credit Union. If your Submission is claimed to constitute infringement of any proprietary, intellectual property or other rights of any third party, you shall, at your sole expense, defend or settle against such claims and shall indemnify, defend, and hold harmless WFCU Credit Union from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which WFCU Credit Union may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.
10. **General:** WFCU Credit Union reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest for any reason, including should virus, bug, non-authorized human intervention, fraud, or other cause beyond WFCU Credit Union's control corrupt or affect the administration, security, fairness, or proper conduct of the Contest. In such case, WFCU Credit Union may select the potential winner from all eligible entries received prior to and/or after (if appropriate) the action taken by WFCU Credit Union. WFCU Credit Union reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or website or violates these Rules. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such attempt be made, WFCU

Credit Union reserves the right to seek damages to the fullest extent permitted by law.

11. **Limitation of Liability:** By entering, you agree to release and hold harmless WFCU Credit Union, and each of their respective subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Contest; (v) electronic or human error in the administration of the Contest or the processing of entries.
12. **Disputes: THIS CONTEST IS GOVERNED BY THE LAWS OF CANADA AND ONTARIO WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES.** As a condition of participating in this Contest, You agree that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Ontario having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable legal fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest). Participant further waives all rights to have damages multiplied or increased.
13. **Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the WFCU Credit Union website. To read the Privacy Policy, click visit <https://www.wfcu.ca/Personal/AboutUs/OnlinePolicies/Privacy/>.
14. **Sponsor:** The Sponsor of the Contest is WFCU Credit Union, 3000 Marentette Avenue, Windsor ON, N8X 4G2, Canada.