

## **Give Back Giveaway Contest 2024**

### **Contest Rules**

These Contest Rules are the standard terms and conditions applicable to the Give Back Giveaway Contest 2024 (hereinafter referred to as the Contest) administered by Newfoundland and Labrador Credit Union (NLCU) and Prizes awarded by NLCU. The Contest is intended to be conducted on the NLCU website for eligible entrants residing in the Province of Newfoundland and Labrador only, and shall be construed and evaluated according to applicable Canadian law. Entry in the Contest constitutes acceptance of these Contest Rules.

To be eligible to enter the Contest, an individual must:

- Be a resident of the Province of Newfoundland and Labrador;
- Be 18 years of age or older.

NLCU employees, board directors, and their immediate family members are not eligible to enter the Contest.

NLCU shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to NLCU for the purpose of the Contest must be truthful, complete, accurate, and in no way misleading. NLCU reserves the right, in its sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate, or misleading personal details and/or information.

#### Contest Period

The Contest runs from 12:00 a.m. NDT on October 17, 2024, to 11:59 p.m. NDT on October 31, 2024, after which time the Contest will be closed and no other entries shall be accepted.

#### How to Enter

To complete a Contest entry, between October 17 and October 31, 2024, each entrant is to complete the online entry form using the link [www.surveymonkey.com/r/GiveBackGiveaway](http://www.surveymonkey.com/r/GiveBackGiveaway). Limit of one (1) entry per person.

Entries must be received prior to the indicated Contest Period entry deadline. Entries will be declared invalid if they are late, illegible, incomplete, forged, or otherwise do not abide by these Contest Rules. No communication or correspondence will be exchanged with entrants except with those selected as a potential Contest winner.

#### Prizes

Contest Prizes consist of a First Prize of \$1,500 and two (2) Runners Up Prizes of \$500 each.

Winners shall be contacted by NLCU with instructions on how to claim the Prizes.

#### Prize Conditions

Prize must be accepted as awarded and cannot be transferred, assigned, or substituted, except at the sole discretion of NLCU. Any unused portion of the Prizes will be forfeited and have no cash value. NLCU reserves the right, in its sole discretion, to substitute a prize of equal or greater value if the Prizes (or any portion thereof) cannot be awarded for any reason.

#### Winner Selection

The Contest winners will be selected at random from all eligible entries on November 8, 2024. NLCU shall notify the winners by telephone and shall require the winner provide proof that is acceptable to NLCU of the winner's identity and eligibility to participate in the Contest.

#### Indemnification by Entrant

By entering the Contest, each entrant releases and holds the Releasees harmless from any and all liability for any injuries, loss, or damage of any kind to the entrants or any other person, including

personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of the Prizes, participation in the Contest, any breach of the Contest Rules, or in any Prizes-related activity. Each entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, without limitation.

#### Limitation of Liability

NLCU assumes no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected, or incomplete entries, notifications, responses, replies, or any Release, or for any computer, online, software, telephone, hardware, or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. NLCU is not responsible for any incorrect or inaccurate information, whether caused by website or social media users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. NLCU assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. NLCU is not responsible for any problems, failures, or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, email, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website or social media account, or on account of any combination of the foregoing or otherwise. NLCU is not responsible for any injury or damage to any entrant or to any computer related to or resulting from participating or downloading materials related to the Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any prize. NLCU assumes no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of NLCU, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of the Contest and/or the NLCU website or NLCU social media accounts.

By participating in the Contest, each entrant agrees to be bound by the Contest Rules. Entrants further agree to be bound by the decisions of NLCU, which shall be final and binding in all respects. NLCU reserves the right, in its sole discretion, to disqualify any entrant found to be: (i) violating the Contest Rules; (ii) tampering or attempting to tamper with the entry process or the operation of the Contest, the NLCU website, NLCU social media accounts, or any related promotional website; (iii) violating the terms of service, conditions of use and/or general rules or guidelines of any NLCU property or service; and/or (iv) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. Any attempt to deliberately damage the NLCU website or any related website or NLCU social media account or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such an attempt be made, NLCU reserves the right to seek remedies and damages to the fullest extent permitted by law, including but not limited to criminal prosecution.

#### Privacy / Use of Personal Information

By participating in the Contest, each entrant: (i) grants to NLCU the right to use their personal information provided when they enter the Contest and their entry (if applicable) (collectively the "Personal Information") for the purpose of administering the Contest, including but not limited to contacting and announcing the winner and coordinating the provision of the Contest prize; (ii) grants to NLCU the right to use their Personal Information for publicity and promotional purposes relating to the Contest in any and all media without further compensation unless prohibited by law; and (iii) acknowledges that NLCU may disclose their Personal Information to third-party agents and service providers of NLCU in connection with any of the activities listed in (i) and/or (ii) above.

NLCU will use each entrant's Personal Information only for identified purposes, and protect each entrant's Personal Information in a manner that is consistent with NLCU Privacy Policies.

#### Intellectual Property

All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans, and representations are owned by NLCU and/or their affiliates. All rights are reserved.

### Termination

NLCU reserves the right, in its sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend, or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.

These are the official Contest Rules. The Contest is subject to applicable federal and provincial laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal and provincial laws or the policy of any other entity having jurisdiction over NLCU and/or the Contest. All issues and questions concerning the construction, validity, interpretation, and enforceability of the Contest Rules or the rights and obligations as between the entrant and NLCU in connection with the Contest shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.

### Language Discrepancy

In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern, and control.

### Disclaimer

This Contest is in no way sponsored, endorsed, or administered by, or associated with any social media platform on which the Contest may have been promoted and/or publicized. Any questions or comments regarding the Contest must be directed to NLCU and not to any of the social media platforms on which the Contest may have been advertised.