

# Contest Rules & Regulations

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**Contest Sponsor:** Servus Credit Union

**Contest Name:** Servus Mastercard® Credit Card Launch: Circle your reward

**Location(s):**

The Contest is governed by the rules set forth below. By entering the contest, you agree to abide by these rules and the decisions of the Contest Sponsor. You also agree to comply with all applicable laws.

## Contest Period:

**Contest Start Date:** October 17, 2017 at 12:00:00AM Mountain Standard Time

**Contest End Date:** April 30, 2018 at 11:59:59PM Mountain Standard Time

Entries must be received by the Contest Sponsor within the Contest Period in order to be eligible to win.

## Entrant Eligibility

- The Contest is open to all members of Servus Credit Union who: (a) are legal residents of Canada (excluding Quebec) and (b) are not employees, retirees or representatives of the Contest Sponsor or their respective affiliates, subsidiaries, related companies, agents, associates, dealers, representatives, advertising or promotional agencies or members of the immediate families of those employees and retirees or any persons with whom they are domiciled.
- Members under the age of 18 are eligible for The Contest, however, in the event that the minor is chosen for the winning prize, parental consent and acceptance of the prize will be required.
- For the purpose of this Contest, "member of the immediate families" is defined as sibling, spouse, mother, father, grandparents, step-mother/father, brother, sister, son and/or daughter.
- The Contest Sponsor 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 the Contest Sponsor for the purpose of The Contest must be truthful, complete, accurate and in no way misleading.
- The Contest Sponsor may at any time in their sole discretion disqualify any entrant who: does not meet the Contest eligibility criteria, fails to comply with these Rules & Regulations, attempts to enter The Contest in any manner or through any means other than as described in these Rules & Regulations, attempts to disrupt The Contest or attempts to circumvent any of these Rules & Regulations.
- Entries made with multiple addresses or under multiple identities during The Contest period are automatically void.

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## How to Enter: No purchase necessary.



### A. New cardholders:

Apply for a new Servus Mastercard® between October 17, 2017 and March 31, 2018 and activate your new card by April 30, 2018.

### B. Converting cardholders:

If you are an existing cardholder that already has a Mastercard from Servus (from before October 17, 2017) and you have not applied for a new Servus Mastercard you will also have a chance to win. In mid-March, you will receive a new Servus Mastercard that will replace your current card. In order to enter The Contest, you must activate your new Servus Mastercard (that you will receive mid-March) between March 25, 2018 and April 30, 2018.

Only one contest entry per primary Mastercard account.

Note that entry into The Contest is automatic upon activation during the periods specified above. If you activate a Servus Mastercard® but do not wish to be entered into The Contest, please contact us at 1-877-378-8728 to opt out.

In the event of a dispute as to the identity of an entrant, the entrant shall be deemed to be the primary account holder of the Servus Mastercard activated as described above.

### C. Alternate method of entry

Eligible members of Servus Credit Union who do not have, or do not wish to apply for, a new Servus Mastercard® as described above may enter by writing a 200-250 word essay about the benefits of a Servus Mastercard®. Each alternate entry must: (a) be hand-printed by the entrant him/herself (no typed, photocopied, or mechanically produced entries); (b) be an original composition of the entrant, created specifically for The Contest, by the entrant; (c) include the entrant's name, address, and telephone number; (d) be in a separate outer envelope, bearing sufficient postage; and (e) be postmarked on or before April 30, 2018 and received by the Contest Sponsor no later than May 9, 2018.

Limit of one (1) alternate entry per person.

## Prizes:

There are five (5) prizes available to be won. Each winner will be able to choose one of three \$5,000 prize options – GIC, travel voucher or Circle Rewards points, each with a value of \$5,000.

The Contest draws for the prizes will be made on May 11, 2018 at 9:00:00 am Mountain Standard Time.

The prizes will be issued in the branch location local to the winner's residence. The winners must be available to pick up their prize at their local Servus Credit Union branch. To the extent permitted by law, winners must also be available and consent to taking a picture with a Servus Credit Union staff member for Servus social media (Instagram, Twitter and Facebook) when they pick up their prize.

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A Servus Credit Union representative will randomly select potential winner(s) from all eligible entries received during the Contest Period. The odds of being selected as a winner are dependent on the total number of eligible entries received. The selected entrants will be verified and then contacted by a Servus Credit Union representative by telephone. In the event that a selected entrant cannot be contacted within forty-eight (48) hours, despite customary diligent efforts, they will be disqualified and another entrant chosen. The initial selected disqualified potential winner(s) will have no recourse toward the Contest Sponsor.

- If a potential winner cannot accept the Prize as awarded for any reason, his or her entry will be forfeited and another eligible entrant may be selected. •
- Prize must be accepted as awarded and cannot be transferred to another person, substituted for another prize or exchanged in whole or in part for cash. The Contest Sponsor reserves the right to substitute a prize of at least equal or greater value in the event of unavailability, for whatever reason, of the advertised prize.
- Under no circumstances will the Contest Sponsor, its affiliates, subsidiaries, and independent contractors, or their respective directors, officers, employees, and agents, advertising and promotion agencies be required to award more Prizes than what is indicated in these Contest Rules & Regulations or award the Prize other than in accordance with these Contest Rules & Regulations.

In order to be eligible to be declared a winner, the selected entrant must:

- Correctly answer a time-limited mathematical skill testing question, without assistance of any kind, to be administered at a mutually convenient time by telephone.
- Produce valid identification and, if requested by the Contest Sponsor, proof of age and photo identification.
- Sign a Declaration of Compliance with Rules and Assignment, Release and Indemnity Form releasing the Contest Sponsor, their affiliates and advertising and promotion agencies from any liability in connection with The Contest, the prize awarded and any goods or services for which it may be redeemed.

If the above requirements are not met, the entrant will be disqualified and another entrant will be selected in their place, who shall be subject to disqualification in the same manner.

## Conduct

By participating in The Contest, each entrant agrees to be bound by the Contest Rules & Regulations. Entrants further agree to be bound by the decisions of the Contest Sponsor, which shall be final and binding in all respects. The Contest Sponsor reserves the right, in their sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules & Regulations; (b) tampering or attempting to tamper with the entry process or the operation of The Contest; (c) violating the terms of service, conditions of use and/or general rules or guidelines of Servus Credit Union; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

## Disclaimers, Liability, and Identification

By participating in the Contest, you release and agree to indemnify and hold harmless the Contest Sponsor and its employees, directors, officers, affiliates, agents, judges, and advertising and promotional agencies from any and all damages, injuries, claims, causes of actions, or losses of any kind resulting from your participation in The Contest or receipt or use of any prize.

By participating in The Contest, you further agree to indemnify and hold harmless the Contest Sponsor and their employees, directors, officers, members, affiliates, agents, judges, and advertising and promotional agencies from any and all damages, injuries, claims, causes of actions or losses of any kind (including actual legal fees and expenses) arising from or related to: (a) your failure to comply with any of these Contest Rules & Regulations; (b) any misrepresentation you make under these Contest Rules & Regulations or otherwise to the Contest Sponsor; or (c) your participation in The Contest. The Contest Sponsor shall have no liability for any loss or damage resulting directly or indirectly from your participation in The Contest.

The Contest Sponsor is not responsible for: (1) incorrect or inaccurate transcription of entry information or late, lost, incomplete, misdirected entries, or entries received through impermissible or illegitimate channels; (2) technical failures of any kind, including without limitation the malfunctioning of any telephone, computer, network, hardware or software; (3) the unavailability or inaccessibility of any service; (4) unauthorized human intervention in any part of the entry process or the Contest; (5) electronic or human error which may occur in the administration of the Contest or the processing of entries; or (6) any injury or damage to persons or property, including without limitation your computer, which may be caused, directly

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or indirectly, in whole or in part, from your participation in the Contests. The Contest Sponsor will not be liable to you for any indirect, special, consequential, or punitive damages in connection with the Contest or these Rules & Regulations.

## Privacy/Use of Personal Information

By participating in The Contest an entrant: (a) grants to the Contest Sponsor the right to use his/her name, mailing address, telephone number, and e-mail address ("Personal Information") for the purpose of administering The Contest, including but not limited to contacting the selected entrants and fulfilling prizes; and (b) acknowledges that the Contest Sponsor may disclose the entrant's Personal Information to third-party agents and service providers of any of the Contest Sponsor in connection with any of the activities listed in (a) above.

## Use At Entrant's Option:

If the entrant consents in the Release described above, then the entrant also grants to the Contest Sponsor the right to use his/her Personal Information for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and acknowledges that the Contest Sponsor may disclose his/her Personal Information to third-party agents and service providers of any of the Contest Sponsor in connection with any of the activities listed above.

The Contest Sponsor will use the entrant's Personal Information only for identified purposes, and protect the entrant's Personal Information in a manner that is consistent with the Contest Sponsor's Privacy Policy as outlined at <http://www.servus.ca>

## Termination

If for any reason the Contest Sponsor cannot run The Contest as planned, (including as a result of: no entries received, bugs, tampering, unauthorized intervention, fraud, technical failures, infection by computer virus or any other cause that corrupts, impairs or affects the administration, security, fairness, integrity, or proper conduct of The Contest) The Contest Sponsor reserves the right to cancel, modify, extend or suspend The Contest. In that event, the Contest Sponsor may award a prize at random from among the eligible entries received up to the time of the impairment, or cancel The Contest.

## Law

These Contest Rules & Regulations constitute the complete terms associated with The Contest. The Contest is subject to applicable federal, provincial and municipal laws and regulations. These Contest Rules & Regulations are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Contest Sponsor. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules & Regulations or the rights and obligations as between the entrant and the Contest Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Alberta.

## Disputes

To the fullest extent permitted by law, all disputes, claims and causes of action arising out of or connected with the Contests, prizes or these Rules & Regulations will be resolved individually, without resort to any form of class action, and exclusively by the appropriate court of the Province of Alberta, Canada, in Edmonton, Alberta.

## Language Discrepancy

In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules & Regulations and disclosures or other statements contained in any materials related to The Contest, including but not limited to point of sale, print or online advertising, these Contest Rules & Regulations shall prevail, govern and control.

## General Rules

The Contest Sponsor will not enter into correspondence with any entrant except with the selected winner and at the Contest Sponsor's own initiative.

- The decisions of the Contest Sponsor in relation to the Contest will be final and binding.
- The Contest Sponsor reserves the right to disqualify entrants and/or entries that do not comply with these Contest Rules & Regulations.
- The Contest Sponsor will be the sole and final reference source in validating a Prize claim.
- Winning a prize is contingent on fulfilling all the requirements set forth herein.
- Mass entries, automated entries, entries submitted by third parties, and any entries or prize claims that are late, incomplete, fraudulent, illegible, unidentified or delayed will be void. Proof of entry submission does not constitute proof of

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receipt.

- Sponsor's failure to enforce any term of these Contest Rules & Regulations shall not constitute a waiver of that provision. Without limiting the generality of the forgoing, the Contest Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.
- The invalidity or unenforceability of any provision of the Contest Rules & Regulations shall not affect the validity or enforceability of any other provision. If any provision of the Contest Rules & Regulations is determined to be invalid or otherwise unenforceable, then the Contest Rules & Regulations shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.
- Should a winner make any false statement(s) in any document referenced above, the winner may be required to promptly return to Contest Sponsor his/her prize, or the cash value thereof.