# 2025 Credit Union Month Contest (the "Contest") OFFICIAL RULES AND REGULATIONS



**CONTEST PERIOD:** Starting October 6, 2025 at 9:00 AM CST and ending October 31, 2025 at 5:00 PM CST (the "Contest Period").

- 1. **PRIZE:** The grand prizes for the Contest are two (2) Guaranteed Investment Certificates (GICs), each with an initial value of CAD\$500 (the "Prizes" and each a "Prize"). Each of the two (2) Prizes will be awarded to a different selected Entrant of the Contest. Each Prize is non-transferable and must be accepted as awarded, with no substitutions of any kind.
- 2. **ELIGIBILITY:** To enter and be eligible to win a Prize, an entrant must be an individual resident of Manitoba who has reached the age of majority; and must submit an Eligible Entry to enter the Contest in accordance with these Official Rules and Regulations (individuals meeting this criteria are referred to as "Entrant(s)" unless they are not eligible as described below in this clause 2).

Persons in any of the following categories are NOT eligible to participate in the Contest and shall not be considered Entrants:

- a) Board members and employees of ACU;
- b) ACU members who have an account/investment that is subject to collections by ACU or a third party;
- c) A member that is an estate or an estate's personal representative (with the account(s) held in that capacity); and
- d) Those who are only ACU members by virtue of the Dealer Finance program (for greater certainty, if the member has other ACU accounts, the member can be an Eligible Member).
- 3. **HOW TO ENTER:** No purchase is necessary to enter. Eligible entrants can submit an Eligible Entry by either Option 1 or Option 2 below. For greater certainty, there is a maximum of one (1) entry per individual for the Contest, regardless of the number of form submissions completed and/or testimonials submitted during the Contest Period.

Option 1 – Submission of the Contest Submission Form by an Eligible ACU Member

- An Eligible ACU Member may submit an Eligible Entry by fully completing and submitting the Contest submission form located at <a href="https://governance.acu.ca/credit-union-day/contest">https://governance.acu.ca/credit-union-day/contest</a>.
- An "Eligible ACU Member" means a current, individual ACU Member that is not otherwise ineligible under these Official Rules and Regulations.

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#### Option 2 - Submit an Original Testimonial to ACU (no purchase required)

- An individual may submit an Eligible Entry into the Contest by writing and submitting an original testimonial about ACU in accordance with these Rules (no purchase necessary).
- Each ACU testimonial entry must:
  - O Be an original testimonial about ACU written by the entrant if the entrant has previously submitted a story or testimonial to ACU in connection with a past ACU draw or contest, such previously-submitted story or testimonial will not be accepted and the entrant will not be entered into the Contest under Option 2 unless they provide a new, original testimonial that meets the requirements of these Rules;
  - o Be in Microsoft Word format or written in the body of the e-mail submission;
  - o Be approximately 30 to 140 characters long; and
  - o Be in English or French.
- Entries will be accepted by e-mail only. Enter or attach your original ACU testimonial and send it to <a href="Marketing@acu.ca">Marketing@acu.ca</a> with the Subject Line "ACU Testimonial 2025 Credit Union Month Contest" to enter the Contest.
- By entering the Contest using this Option 2:
  - Each entrant represents that they are the sole creator and writer of the testimonial submitted and no other party has any intellectual property rights or claims in respect of the ownership or use of the testimonial.
  - Each entrant agrees that by submitting their original testimonial, ACU will have the <u>exclusive</u> rights to use and publish the original testimonial, or any part thereof, from time to time, in perpetuity, anywhere in the world and in any medium, without any compensation or notification to the entrant.
  - Each entrant acknowledges that their testimonial, or an excerpt from their testimonial, may be used in ACU's marketing materials or in other ways to promote ACU from time to time, and agrees that such use is acceptable. The entrant's name may be published by ACU in association with their testimonial.
- All of the following information must be submitted with the email containing or attaching the testimonial:
  - o The entrant's name and age; and
  - o The entrant's address and telephone number.

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Eligible Entries must be submitted during the Contest Period.

Only one (1) Eligible Entry is permitted per person during the Contest Period. If it is discovered that more than one submission has been made by an Eligible Entrant, all such extra submissions will be declared null and void and only the first submission made by an Entrant will be considered an Eligible Entry.

4. **PRIZE DRAWING:** On Wednesday, November 12, 2025 a random drawing from all Eligible Entries will take place. The odds of winning the Prize depend on the total number of Eligible Entries received during the Contest Period. The draw will be held at the ACU corporate office, 540 St. Anne's Road, Winnipeg, Manitoba, Canada by one ACU representative (the "Contest Judge"). The selected Entrants will be contacted via email or phone and must respond within forty eight (48) hours.

In the event that the selected Entrant (i)does not respond to ACU's email or phone call (as applicable) within forty eight (48) hours after the notification message is sent by ACU, (ii) does not duly sign and complete the Release and Waiver (as contemplated below), (iii) fails to correctly answer the skill-testing question, or (iv) for any other reason fails to claim the Prize or is disqualified from or found to be ineligible to participate in the Contest, the selected Entrant will be disqualified. In such event, the Prize will be re-drawn and a different Entrant will be selected to win the Prize, subject to these Official Rules and Regulations.

- 5. **HOW TO CLAIM THE PRIZE:** Before being declared a winner and in order to be eligible to win the Prize, the selected Entrant must first correctly answer, without mechanical aid or assistance, a mathematical skill-testing question to be administered by the Contest Judge. As a condition of being declared a winner, the selected Entrant:
  - a) Must sign, complete and return ACU's Release and Waiver form confirming that the winner understands, accepts and complies with these Official Rules and Regulations; acknowledging acceptance of the Prize as offered; and discharging ACU from liabilities in respect of the Contest and the Prize. If the Release and Waiver is not duly signed and completed by the winner, or for any reason at the sole and absolute discretion of the Contest Judge, the Entrant may be disqualified, their entitlement to receive a prize may be forfeited, and an alternate eligible Entrant may be randomly selected from the remaining Eligible Entries.
  - b) Hereby consents to the use of their name, address, voice, and statements relating to the Contest, and photographs or other likenesses, without further compensation, in any publicity carried out by ACU or any related entities in connection with the Contest, except where prohibited by law.
- 6. **CONDITIONS OF ENTRY:** By entering the Contest, each Entrant:
  - a) Acknowledges and agrees to comply with these Official Rules and Regulations, and represents that the Entrant meets all eligibility requirements.

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- b) Agrees to be bound by these Official Rules and Regulations and the decisions of the Contest Judge, which shall be final and binding in all matters relating to the Contest. Entrants who have not complied with these Official Rules and Regulations are subject to disqualification.
- c) Releases, without limitation, ACU and their respective affiliated and related companies, the Promotion Entities, and each of their respective shareholders, directors, officers, employees, agents, dealers, representatives, successors and assigns from any liability in connection with the Contest and the Entrant's participation therein.
- d) Assumes liability for any damages caused, or claimed to be caused by such individual's participation in the Contest, and/or by the acceptance, possession, or use of the Prize, including but not limited to claims/damages for death, personal injury, or property damage.
- 7. **ENTRIES:** ACU is not and will not be responsible or liable for: (i) late, lost, damaged, misdirected, mutilated, garbled, illegible unclear, incorrect, or inaccurate entry information which may affect an Entrant's ability to participate in the Contest or ACU's ability to identify or contact the Entrant; (ii) human errors, technical malfunctions, lost/delayed/corrupted data transmissions, omissions, interruptions, deletions, defects, line failures of any communications network, computer equipment, software or any combination thereof; and (iii) entries which fail to fully comply with these Official Rules and Regulations.

#### 8. **DISCLOSURES**

- a) Any attempt to earn extra entries by using multiple/different email addresses, identities, registrations or logins, or any other methods will void all of such Entrant's entries. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents will void all entries by the Entrant. Any attempt by an Entrant or other individual, to deliberately damage or undermine the legitimate operation of the Contest, including but not limited to any fraudulent claims, is a violation of criminal and civil laws. Should such an attempt be made, ACU reserves the right to seek remedies and damages from any such individual to the fullest extent permitted by law, including criminal prosecution. Entrants engaging in any of the foregoing activities will be disqualified and will forfeit any Prize won.
- b) If a dispute arises relating to the Prize, the Contest Judge will determine the selected Entrant's entitlement to any Prize in their sole discretion. In no event will ACU be liable to award more than two (2) Prizes.
- c) ACU reserves the right to suspend, cancel or modify the Contest at any time, including in the event that fraud, technical failures or any other errors or other causes beyond the control of ACU corrupt the administration, security, integrity or proper play of the Contest. ACU reserves the right to make changes to the Contest

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and these Official Rules and Regulations at any time, in their sole and absolute discretion, for any reason whatsoever.

- d) In the event of any conflict between any Contest or Prize detail contained in these Official Rules and Regulations and information or depiction contained in point of sale, print advertising, promotional packaging and other Contest media, the details of the Contest and Prize set forth in these Official Rules and Regulations shall prevail.
- e) An Entrant is entirely responsible for all entry-related costs, including but not limited to: purchase or renting of equipment, use of computer systems, data charges, transmission fees, transaction fees, etc.
- f) ACU membership and account-opening fees or conditions may apply for the winner to receive the GIC as a Prize.
- g) The Contest is subject to all applicable Federal, Provincial, and Municipal laws. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules and Regulations, or the rights and obligations of Entrants and ACU in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of the Province of Manitoba without regard to Manitoba conflicts of law principles. All Entrants consent to the jurisdiction and venue of the Province of Manitoba.
- h) The invalidity or unenforceability of any provision of these Official Rules and Regulations shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules and Regulations shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In particular, ACU employees are not authorized to waive, modify or amend any provision or provisions of these Official Rules and Regulations in any manner whatsoever.
- i) By participating in the Contest, entrants acknowledge and agree that ACU may collect and use personal information gathered or requested from the Prize winner solely and exclusively for the purposes agreed upon herein, including for Prize redemption and publicity. ACU will not sell, share or otherwise disclose personal information of Entrants with third parties, other than to third parties engaged by ACU to fulfill the above purposes or as permitted or required by law.
- j) If you have any questions about the Contest or wish to be withdrawn from the Contest, please contact <a href="marketing@acu.ca">marketing@acu.ca</a>.