Island Savings Tofino Getaway Contest -<u>Terms and Conditions</u>

By entering this Contest (as defined below), entrants agree to abide by these Terms and Conditions (the "Contest Rules"). The Contest is in no way sponsored, endorsed, administered by, or associated with Facebook, Instagram or Wufoo. By entering the Contest, you understand that you are providing your information to First West Credit Union (the "Sponsor") and not Facebook, Instagram or Wufoo. Any information provided will be used to administer the Contest in accordance with the Sponsor's privacy policy. Facebook, Instagram and Wufoo are completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not Facebook, Instagram or Wufoo. "Island Savings" means Island Savings, a division of First West Credit Union.

Eligibility

1. The Island Savings Tofino Getaway Contest (the "Contest") is open to any resident of British Columbia who is 19 years of age or older on the date that he or she enters the Contest.

How to Participate

- 2. To be eligible to participate in the Contest, an entrant must:
 - a. Complete an online entry form (an "Entry") through a paid advertising link, which can be accessed from the entrant's own Facebook or Instagram page. The Entry may also be accessed and completed by attending any Island Savings branch and scanning a QR code within the branch, which will link you directly to the Entry on the Wufoo platform located here:

https://firstwestcu.wufoo.com/forms/k1h380jn1hgb2gm/.

During the Contest Period (as defined below), only one entry per entrant allowed to the Contest by:

- i. Completing the Entry from your Facebook account;
- ii. Completing the Entry from your Instagram account;
- iii. Completing the Entry by scanning a QR code at an Island Savings branch; or
- iv. Mailing a Hand-Printed Postcard (as defined below) to the Sponsor as set forth in Section 9 below.
- b. The Contest begins on Monday, March 7th, 2022 at 6:30 a.m. Pacific Standard Time ("PST") and ends on Monday, March 25th, 2022 at 6:30 p.m. PST (the "Contest Period"), after which time the Contest will be closed and no further Entries will be accepted.
- c. Entrants who access an Entry using Facebook are subject to Facebook Terms of Service and Rules which can be found at <u>Facebook Terms of Service and Rules</u>. Entrants who access an Entry using Instagram are subject to Instagram Terms of Use which can be found at <u>Instagram Terms of Use</u>. All Entrants submitting an Entry

using Wufoo are subject to Wufoo Terms of Use which can be found at Wufoo Terms of Use.

d. An entrant may not use multiple social media accounts or postcards to enter the Contest, and if an entrant does so, all of such entrant's Entries may be disgualified in the Sponsor's sole discretion.

Any attempt or suspected attempt to use robotic, automatic, programmed or otherwise illicit means to enter the Contest, or any other methods not authorized by these Contest Rules, for example, but not limited to, creating multiple accounts, identities, or registrations, all in the Sponsor's sole discretion, shall be deemed as tampering and may disqualify you from entering, participating and/or winning a Prize.

- 3.
- No purchase is necessary to enter the Contest. The Contest is open only to individuals; no groups, organizations, or other non-natural persons are eligible to enter or to win. 4.
- 5. Directors, employees, contractors, agents and other representatives, and their respective immediate families, of the Sponsor, or any of its affiliates, divisions, or promotional agencies are not eligible to enter or win.
- 6. Entries in the Contest are limited to one (1) per entrant.

Prize

7. There is one (1) prize (the "Prize") available to be won, consisting of the following:

One (1) \$800 CAD Gift Card towards a stay at Pacific Sands Beach Resort in Tofino, BC (the "Resort")

- 8. The Prize is not subject to any blackout periods or expirations, however, some restrictions may apply by the Resort.
- 9. Any expenses not specified herein are the sole responsibility of the Prize winner, including but not limited to any federal, provincial, and local taxes and duties on the Prize, as well as fees and expenses resulting from acceptance of the Prize, including but not limited to entertainment, surcharges, fees, service charges, personal charges at lodging, incidentals, and other applicable charges at the time of booking or during the stay. Additional terms and conditions may apply, and for information on booking accommodations at the Resort, visit the Pacific Sands Beach Resort website.
- 10. The Sponsor reserves the right to substitute a prize of equal value without liability or further notice. The Prize must be accepted by the Selected Recipient (as defined below) in the individual Selected Recipient's name and is not transferable. The Prize must be accepted as awarded.

No Purchase Entry

- 11. To enter the Contest without completing an online Entry form, an entrant must use the following procedures: a. Hand print the following information on a postcard (a "Hand-Printed Postcard"): i. "Island Savings Tofino Weekend Getaway Contest";
 - - ii. Entrant's Name;

- Entrant's complete mailing address, including: city, town or other municipality of residence in B.C.; iv. Entrant's Phone Number(s); and
- v. Entrant's Age;
- b. Mail the originally Hand-Printed Postcard (i.e. not a copy), with the correct postage affixed, to:

First West Credit Union Island Savings Tofino Weekend Getawav c/o Marketing

200 – 19933 88 Avenue Langley, BC, V2Y 4K5

To be eligible, a completed Hand-Printed Postcard must be received by the Sponsor during the Contest Period, and must be received on or before March 25, 2022, after which time no further Hand-Printed Postcards will be accepted. One (1) entry will be granted, for each Hand-Printed Postcard received by the Sponsor in accordance with this Section 9. Only originally Hand-Printed Postcards (that are readily identifiable as such) will be accepted. Any purported postcard entry that appears, in the absolute discretion of the Sponsor's representative to be a copy or printed other than by hand will not be accepted. Drop off Hand-Printed Postcards will not be accepted. The Sponsor will not be responsible for late, lost, invalid, illegible, delayed, incomplete, stolen, misdirected Entries. All Entries become the property of the Sponsor, and will not be returned.

Determination of Winner

- 12. Upon the conclusion of the Contest Period, a random draw will be conducted on or about Thursday, March 31st, 2022 at 2:00 p.m. PST at the Sponsor's head office by a representative of the Sponsor (the "Contest Draw"). The Sponsor reserves the right, in its sole discretion, to change the date and time of the Contest Draw.
- 13. From the Contest Draw, there will be one (1) randomly selected winner (the "Selected Recipient") from all eligible Entries submitted and Hand-Printed Postcards received, in accordance with the Contest Rules. The Contest Draw will be from all eligible Entries made and Hand-Printed Postcards submitted during the Contest Period and in accordance with the Contest Rules.

- 14. The Selected Recipient of the Contest Draw whose eligible Entry or Hand-Printed Postcard is drawn and who correctly answers the time-limited, unaided mathematical skill-testing question (the "Skill-Testing Question"), and who otherwise complies with the Contest Rules, will be the winner of this Contest.
- ^{15.} The chances of winning depend upon the number of eligible Entries made during the Contest Period.
- 16. In order to receive the Prize, the Selected Recipient must:
 - a. Respond to the prize notification telephone call within forty-eight (48) hours of transmission;
 - b. correctly answer the Skill-Testing Question; and
 - c. sign a declaration stating that they:
 - i. have read, understood and complied with the Contest Rules;
 - ii. release and discharge the Sponsor, its subsidiaries affiliates, officers, directors, employees, and agents; and
 - iii. consent to the announcement of the Selected Recipient's name and the use by or on behalf of the Sponsor of the Selected Recipient's name, address, photograph, likeness, voice or statements, and/or use of winning room for advertising and promotional purposes without any further compensation to the Selected Recipient.
- 17. The Sponsor's representative will attempt to contact the Selected Recipient by telephone on Friday, April 1st, 2022, to arrange for the administration of the Skill-Testing Question and the awarding of the Prize upon compliance with the Contest Rules. The Selected Recipient must, by Friday, April 8th, 2022 have claimed his or her Prize. If the Selected Recipient fails to: (i) respond to the telephone call within the time allotted; (ii) complete, sign and return the Declaration and Release Form; and/or (iii) correctly answer the skill-testing question, the Sponsor reserves the right to void that selected Entry and his or her entry will be disqualified and the Sponsor, in its sole discretion, will randomly draw another Entry from the remaining entries in accordance with the Contest Rules. .

General

- 18. By entering the Contest, each and all entrants agree to abide by and be bound by the Contest Rules. Any award of the Prize is conditional upon compliance with the Contest Rules and the Selected Recipient signing any further releases required by the Sponsor as described above, including any Contest and Photography Release form, confirming his or her agreement to abide by and be bound by the Contest Rules. Further, the Prize must be accepted as awarded and cannot be transferred, exchanged, substituted, or redeemed for cash.
- 19. All Entries and prospective Entries become the property of the Sponsor and will not be returned. Information on the Sponsor's use of personal information in connection with this contest and other matters is contained in the <u>Sponsor's Privacy Policy</u>.

- 20. The Sponsor is not responsible for any individual not entered, or Entries or prospective Entries lost, stolen, misdirected, damaged or delayed, for any reason whatsoever. No communication with entrants will be entered into except as needed with the Selected Recipient.
- ^{21.} This Contest is subject to all federal, provincial, and other laws applicable in British Columbia. Void where prohibited. The Sponsor may, where required by law, disclose any Contest entrant information to the government. If any provision of the Contest Rules is found by any court of competent jurisdiction to be unenforceable, all other provisions will remain in full force and effect.
- 22. The Selected Recipient consents to the use by the Sponsor or any other subsidiary of the Sponsor, of his or her name, municipality of residence, photograph, voice and statements without charge or compensation other than the Prize awarded.
- 23. All decisions made by the Sponsor's representative with respect to all aspects of the Contest are final.
- 24. The Sponsor reserves the right, in its sole and absolute discretion, to amend or modify these Contest Rules, or modify, cancel or suspend this Contest, 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.
- ^{25.} The Sponsor, its subsidiaries and affiliates, and any of their respective directors, officers, employees, agents, or other representatives will not, under any circumstances, be responsible for, or liable to any Contest entrant or any other person for:
 - a. any erroneous, lost, damaged, late, incomplete, misdirected, deleted, defective, or altered Contest Entries, in any form, regardless of the cause;
 - b. any failure for any reason whatsoever of the Selected Recipient to receive the Prize notification telephone call;
 - c. any changes in telephone number or other contact details after Contest Entry forms are submitted;
 - d. any computer, online, telephone, or technical malfunctions or errors that may occur, regardless of the cause;
 - e. this Contest not being capable of being completed in accordance with these Contest Rules; and
 - f. any damage or loss, including any loss of use, loss of production, loss of profits (anticipated or otherwise), loss of markets, economic loss, special, indirect or consequential loss or damage or punitive damages, whether in contract, tort or under any other theory of law or equity, arising from, connected with, or relating to the Contest or the submission of Entries to the Contest or participation in the Contest or the Prize, or the use of any of the Sponsor's web sites (including the downloading of any materials from that web site) and regardless of the cause or any negligence by the Sponsor or anyone for whom the Sponsor is responsible, and notwithstanding that the Sponsor may have been advised of the possibility of such

loss or damage being incurred.

- 26. None of the Sponsor, or any other subsidiary companies of the Sponsor, or any of their respective directors, officers, employees, agents, or other representatives will be responsible for injuries, accidents, loss or misfortune relating to the Prize awarded, the Selected Recipient's use of the Prize awarded and/or otherwise resulting from the Contest. Any entrant, including the Selected Recipient agrees to indemnify and save harmless the Sponsor, or any other subsidiary companies of the Sponsor and each of their respective directors, officers, employees, agents and other representatives (and each of them) of and from all claims, demands, proceedings, liabilities and costs whatsoever relating to the Prize awarded, the Selected Recipients use of the Prize awarded and/or resulting from the Contest, including without limitation legal costs on a solicitor-and-client basis. Without limiting anything else contained in the Contest Rules, the Sponsor and its affiliated companies, and their respective directors, officers, employees, agents, and other representatives are not liable if for any reason the Contest is not capable of being completed in accordance with the Contest Rules, including without limitation for reasons relating to technical failures, the loss or non-existence of communications capability, computer virus or tampering, or any other cause.
- 27. In the event of any discrepancy or inconsistency between these Terms and Conditions and the content of any disclosures or promotional material advertising the Offer, these Terms and Conditions will prevail.
- 28. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR INTERFERE WITH THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND/OR OTHER RELIEF FROM ANY AND ALL RESPONSIBLE PERSONS TO THE FULLEST EXTENT PERMITTED BY LAW.
- ^{29.} By entering the Contest, you acknowledge that you have read, understood and agreed to be bound by the Contest Rules.