#### 2020 Fall Kindred Credit Union New Member Incentive Promotion

The first 150 individuals or businesses to open a Kindred Credit Union (Kindred) membership between September 1, 2020 to November 30, 2020 and open a chequing account, a recurring direct deposit to the chequing account, and a recurring pre-authorized payment from the chequing account or a recurring direct deposit to a savings account, will receive a \$200 cash bonus.

### **OFFICIAL TERMS & CONDITIONS**

By participating in the New Member Incentive Promotion, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.

### **New Member Incentive Promotion**

The New Member Incentive Promotion (the "Promotion"), consists of one hundred and fifty (150) \$200 cash bonuses (the "New Member Bonus") for the first one hundred and fifty (150) people to open a new qualifying personal or business chequing account with Kindred ("New Account");

To receive the New Member Bonus, you must meet all New Member Eligibility Requirements and complete the New Member Qualifying Criteria set out below.

## **New Member Eligibility Requirements**

The Promotion is open to any resident of Ontario, Canada who (i) has reached at least 18 years of age; (ii) is not currently a member of Kindred.

Employees and members of their respective immediate families and anyone with whom such employees are domiciled are not eligible to participate in the Promotion.

## **New Member Qualifying Criteria**

To earn the New Member Bonus, you must complete the following two steps:

Step 1: Become a Kindred member and open a new personal or business chequing account during the promotion period.

Step 2: Be one of the first 150 to set up and complete at least one recurring, direct deposit (pre-authorized credit transaction or payroll deposit) in to your new account <u>and</u> a recurring pre-authorized payment from the chequing account <u>or</u> a recurring direct deposit to a savings account within eight weeks (56 days) of completing Step 1.

### **Promotion Period**

The Promotion runs from September 1, 2020 at 12:00 AM EST through November 30, 2020 at 11:59 PM EST, or when the 150 bonuses have been awarded, whichever is first.

## **Promotion Fulfillment**

The New Member Bonus earned will be deposited to your new account within 5 business days of fulfilling the qualifying criteria.

## **Promotion Limits**

Each individual is limited to one New Member Bonus in their lifetime. For joint accounts, each new member who is issued membership shares and meets the New Member Eligibility Criteria is eligible to receive the New Member Bonus. The New Member Bonus is not transferrable or assignable. No substitutions will be permitted.

# **Privacy Notice**

By participating in the Promotion, you consent to Kindred's collection, use and disclosure of your personal information for the administration of the Promotion, and otherwise in accordance with Kindred's Privacy Policy.

You also consent to Kindred using aggregated and anonymized information from your personal data to generate reports regarding the Promotion and entrant demographics.

## **General Terms and Conditions**

Kindred will not be liable to any person for: (a) erroneous, lost, late, incomplete, or misdirected entries to the Promotion; (b) any damage or loss arising from, connected with, or relating to the Promotion, regardless of the cause or any fault of Kindred or any person for whom Kindred is responsible, and notwithstanding that any of those persons may have been advised of the possibility of the loss or damage being incurred.

By participating in the Promotion, you agree to comply with all applicable laws (including laws relating to privacy, protection of personal information, and unsolicited commercial communications) and community standards, and must not infringe or violate the rights (including privacy and publicity rights) of any person.

The Promotion is subject to all applicable laws and regulations, and are void where prohibited by law. If any provision of these Terms and Conditions is found by any court of competent jurisdiction to be unenforceable, all other provisions will remain in full force and effect. These Terms and Conditions are governed solely by the laws of Ontario, Canada and applicable federal laws of Canada, excluding any rules of private international law or the conflict of laws that would lead to the application of any other laws.

Any dispute between Kindred and you or any other person arising from, connected with or relating to the Promotion, participation in the Promotion, the use or misuse of personal information provided in connection with the Promotion, or any related matters, ("Disputes") will be resolved before the Ontario courts, and you hereby irrevocably attorn to the exclusive jurisdiction of those courts in respect of all Disputes. Proceedings regarding a Dispute must be commenced within one (1) year after the event giving rise to the Dispute occurred, after which time any and all proceedings regarding the Dispute are barred.

If, for any reason, Kindred determines, in its discretion, that a Promotion is not capable of being conducted as intended by Kindred, Kindred may in its discretion withdraw, cancel, terminate, modify, or suspend all or any part of such Promotion.

To the fullest extent permissible by applicable law, by participating in the Promotion, you agree to indemnify and hold harmless Kindred against all and any claims arising out of or in connection with any breach by you of these Terms and Conditions or your participation in the Promotion.

Kindred is not obligated to respond to any correspondence regarding the Promotion from any person, but Kindred may in its discretion respond to questions and queries by email at info@kindredcu.com.

Kindred may, in its discretion, change, and supplement or amend these Terms and Conditions from time to time by posting amended Terms and Conditions.

Decisions of Kindred regarding any and all aspects of the Promotion are final and binding on all participants.