

KINDRED CREDIT UNION
2024 GIC BONUS RATE OFFER
TERMS AND CONDITIONS

Version date:

Our 2024 Kindred GIC Bonus Rate Offer is referred to in these Terms and Conditions as the “**Kindred GIC Offer**”.

By participating in the Kindred GIC Offer, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.

Kindred GIC Offer

The Kindred GIC Offer runs from April 1, 2024 at 12:01 AM EST to June 28, 2024 at 11:59 PM EST, unless terminated at an earlier date by Kindred (the “**Promotion Period**”).

If a member/prospective member invests in a 1-year GIC, 2-year GIC, 3-year GIC, or any combination of those, and the money being invested is coming from another financial institution that arrived that day or in the preceding 30 days prior to investment, the member will receive an additional 0.25% interest on those GICs.

Eligibility Requirements

To be eligible for the Kindred GIC Offer, you must satisfy the following criteria (the “**Eligibility Requirements**”):

- The offer is available to new and existing Kindred members.

Qualifying Criteria

- The source of the funds being invested is from another financial institution, by way of transfer of registered accounts or deposited into their Kindred account, and was received the day it was invested or in the preceding 30 days.

Kindred GIC Offer – Privacy Notice

Kindred will collect personal information from you to administer the Kindred GIC Offer and to determine your eligibility to receive a Bonus. This may include the information you submit as part of the Kindred GIC Offer, and information required to open a membership (if you did not already have one).

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

You also consent to Kindred using aggregated and anonymized information from your personal information to generate reports regarding the Kindred GIC Offer and entrant

demographics, which reports Kindred may disclose to other persons provided that no identifying information is included in such reports.

Kindred GIC Offer – General Terms and Conditions

Kindred will not be liable to any participant or third party for any damage or loss arising from, connected with, or relating to the Kindred GIC Offer, regardless of the cause or any fault by Kindred or any person for whom Kindred is responsible, and notwithstanding that any of those parties may have been advised of the possibility of the loss or damage being incurred.

The Kindred GIC Offer is subject to all applicable laws and regulations, and is 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 the federal laws of Canada applicable in Ontario, 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 third party arising from, connected with or relating to the Kindred GIC Offer, participation in the Kindred GIC Offer, the use or misuse of personal information provided in connection with the Kindred GIC Offer, or any related matters ("Disputes") will be resolved before the courts of Ontario sitting in the City of Kitchener, Ontario, Canada, 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 year after the event giving rise to the Dispute occurred, after which time any and all proceedings regarding the Dispute are barred.

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

Kindred is not obligated to pay any bonus rate to any participant, if Kindred is of the opinion, in its sole discretion, that the participant, or any third party connected directly or indirectly in any way with the participant, is abusing or attempting to abuse the Kindred GIC Offer or is otherwise not acting in good faith in its dealings with Kindred.

Kindred may, in its discretion, withdraw, cancel, terminate, modify, or suspend all or any part of the Kindred GIC Offer from time to time. Any such withdrawal, cancellation, termination, modification, or suspension will not affect you if you have met the Eligibility Requirements and Qualifying Criteria prior to such withdrawal, cancellation, termination, modification, or suspension.

Kindred may, in its discretion, change, supplement, or amend these Terms and Conditions from time to time by posting amended Terms and Conditions. Any such change, supplementation, or amendment will not affect you if you have met the Eligibility Requirements and Qualifying Criteria prior to such change, supplementation or amendment.

Any reference to funds, moneys, or currency in these Terms and Conditions will be in Canadian dollars unless explicitly stated otherwise.

Kindred may, in its discretion, at any time limit the number or aggregate amount of Bonuses offered.

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