

Tandia Collabria® Visa* \$1,000 Cash Contest - 2019
OFFICIAL CONTEST RULES

The Tandia Collabria® Visa* \$1,000 Cash Reward Contest (the “**Contest**”) is intended to be conducted in Canada (excluding Quebec) only and shall be construed and evaluated according to applicable Canadian law. No purchase is necessary to participate. Participants must have reached age of majority at the time of entry. Void in whole or part where prohibited by law. Entry in this Contest constitutes acceptance of these contest rules (the “**Contest Rules**”).

1. SPONSOR. The Contest sponsor (the “**Sponsor**”) is Tandia Financial Credit Union Limited (the “Credit Union”), 75 James Street South, Hamilton ON L8P 2Y9.

2. ELIGIBILITY. To be eligible for this Contest, an individual must:

- (a) be a legal resident of Canada and;
- (b) have reached the age of majority in his/her province/territory of residence.
- (c) Is a member Tandia Financial Credit Union Limited at the time of entry in the Contest.

Despite the foregoing, employees and their immediate family members (including those with whom they are domiciled) of the Sponsor and its respective subsidiaries, affiliates (including Collabria Financial Services Inc.), directors, officers, governors, agents, representatives, advertising and promotional agencies and/or any other person or entity involved in the administration, organization or execution of this Contest (collectively, the “**Releasees**”) are not eligible to enter the Contest. For purposes of this Contest, “immediate family members” shall include the mother, father, brothers, sisters, daughters, sons, partner or spouse of an individual (regardless of where any such “immediate family member” resides).

The 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 within the form and before the timeline specified by the Sponsor may result in disqualification (as determined by the Sponsor in its sole and absolute discretion). Any information and/or material submitted by you pursuant to this Contest must be truthful, complete, accurate and in no way misleading. The Sponsor reserves the right, in its sole and absolute discretion to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information (as determined by the Sponsor in its sole and absolute discretion).

3. CONTEST PERIOD. The Contest starts at 12:01 a.m. Eastern Standard Time (“**EST**”) on Monday June 17, 2019 and ends at 11:59 p.m. EST on Saturday November 30, 2019 (the “**Contest Period**”), after which time the Contest will be closed and no further Entries (defined below) shall be accepted. Notwithstanding the foregoing the deadline to submit a Qualifying Application (defined below) or send a No Purchase Necessary Request (defined below) is **Saturday November 30, 2019 at 11:59 p.m. EST** (the “**Submission Deadline**”).

4. HOW TO ENTER AND WINNER SELECTION. NO PURCHASE NECESSARY. There is no purchase necessary to enter the Contest. Enter using one of the methods of entry outlined below. No entries will be accepted by any other means.

(a) Between the start of the Contest Period and the Submission Deadline (the “**Submission Period**”), you will automatically receive one (1) entry upon submitting a completed application for a consumer Tandia Collabria Visa Credit Card (“**Qualifying Application**”), either online through the tandia.com website or from a participating Credit Union branch (a “**Participating Branch**”).

(b) To obtain an entry without having to submit a Qualifying Application, send a stamped (i.e. with sufficient postage) envelope to: Tandia Collabria Visa Contest, C/O Marketing Department, 75 James Street South, Hamilton ON L8P 2Y9 and include your first name, last name, full mailing address (including city, province/territory and postal code), phone number (including area code), month and year of birth and email address (collectively, a “**No Purchase Necessary Request**”). In order to be eligible, your No Purchase Necessary Request must be postmarked during the Submission Period and received by no later than Saturday November 30, 2019. There is a limit of one (1) No Purchase Necessary Request per envelope with sufficient postage. No mechanical reproductions of No Purchase Necessary Requests will be permitted.

There is a limit of one (1) Qualifying Application or one (1) No Purchase Necessary Request per person. There is a limit of one (1) Entry per person (regardless of the method of entry).

If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to use multiple names, identities, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. Any Entry may be rejected if (in the sole and absolute discretion of the Sponsor) it is not fully completed with all required information and submitted and received during the Contest Period.

Entries must be received during the Contest Period. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. No communication or correspondence will be exchanged with entrants except with the selected potential winner.

5. PRIZE. There is one (1) Grand Prize of \$1,000 Cash available to be won (the “**Prize**”). The Prize must be accepted as awarded and cannot be transferred, assigned nor substituted (except at the sole discretion of the Sponsor). Odds of winning the Prize are dependent on the number of Qualifying Applications received during the Contest Period.

6. WINNER SELECTION. On or about December 4, 2019, one (1) entrant will be selected by the Sponsor from a random draw of all eligible entries received during the Contest Period. Each entrant shall meet all of the eligibility requirements and be eligible to win only one (1) Grand Prize. The odds of being selected as a potential winner are dependent upon the number of eligible entries received by the Sponsor.

7. WINNER NOTIFICATION AND PRIZE CLAIM CONDITIONS. (a) If you have been identified as the potential Grand Prize winner, prior to being confirmed by the Sponsor as the official winner (the “**Grand Prize Winner**”), you will be required to attend a pre-arranged in-branch appointment to: (i) correctly answer a mathematical skill-testing question without mechanical or other aid; (ii) sign and return the Confirmation and Release (defined below) in accordance with Rule 7; and (iii) comply with all other terms and conditions stated in these Contest Rules (all as determined by the Sponsor in its sole and absolute discretion).

(b) If a potential Prize winner: (i) fails to correctly answer the skill-testing question; (ii) cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; (iii) fails to sign and return the Confirmation and Release in accordance with Rule 7; and/or (iv) is determined to be in violation of these Contest Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize).

(c) The potential Grand Prize winner will be contacted by telephone (the “**Telephone Notification**”) within three (3) business days after the Contest period ends. The Telephone Notification will be provided to the telephone number provided by the potential winner in his/her Entry, with further instructions on how to claim the Grand Prize. The Sponsor must receive a telephone response from the potential winner, at the telephone number provided by the Sponsor in the Telephone Notification, within three (3) business days of such Telephone Notification. If the Sponsor is unsuccessful in reaching the potential winner within such time, for any reason whatsoever, the potential winner will be disqualified. The Releasees are not responsible for the failure for any reason whatsoever of a potential winner to receive a Notification or for the Sponsor to receive the potential winner’s response.

8. RELEASE. The potential Prize winner will be required to execute and return a legal agreement and release (“**Confirmation and Release**”) that confirms the potential winner’s: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the applicable Prize as offered; (iii) release of the Releasees from and against any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest and/or any Prize related activity or the acceptance, use, misuse, or delivery of the applicable Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of the applicable Prize or any other property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (iv) grant to the Sponsor the unrestricted right, in the Sponsor’s individual discretion, to produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or re-use the winner’s name, photograph, likeness, voice and biography, in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof worldwide in perpetuity. The executed Confirmation and Release must be promptly returned to the Sponsor within the timeframe required or the selected entrant may be disqualified and not eligible to win the applicable Prize (all as determined by the Sponsor in its sole and absolute discretion).

9. INDEMNIFICATION BY ENTRANT. By entering the Contest, each entrant releases and holds Releasees harmless from and against any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize, participation in the Contest, any breach of the Contest Rules, or in any Prize-related activity. Each entrant further agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, including without limitation any claims of infringement of rights to copyright, privacy and/or personality.

10. LIMITATION OF LIABILITY. The Releasees assume no responsibility or liability for: (a) lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete Entries, notifications, responses, replies or any Confirmation and Release, (b) any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an Entry, (c) any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest, (d) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of Entries, (e) any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing, (f) any injury or damage to entrant or to any computer related to or resulting from participating or downloading materials in this Contest. Each entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any Prize. The Releasees assume no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Sponsor, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest or the Website.

11. CONDUCT. By participating in the Contest, each entrant agrees to be bound by the Contest Rules. Each entrant further agrees to be bound by the decisions of the Sponsor, which shall be final and binding in all respects. The Sponsor reserves the right, in its sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest; and/or (c) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Caution: Any attempt to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including but not limited to criminal prosecution.

12. PRIVACY / USE OF PERSONAL INFORMATION.

By participating in the Contest, each entrant: (i) grants to the Sponsor the right to use the information submitted as part of his/her Entry (including without limitation name, mailing address, telephone number, and e-mail address) (“**Personal Information**”) for the purpose of administering the Contest, including but not limited to notifying potential winners and announcing Winners; (ii) grants to the Sponsor the right to use his/her Personal Information for administrative, 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 (iii) acknowledges that the Sponsor may disclose his/her Personal Information to third-party agents and service providers of the Sponsors in connection with any of the activities listed in (i) and (ii) above.

13. INTELLECTUAL PROPERTY. By participating in the Contest, entrant agrees that all of Sponsor’s intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations used in relation to this Contest are owned by the Sponsors and/or its affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

14. TERMINATION. The Sponsor reserves the right, in its sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.

15. LAW. These are the official Contest Rules. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules 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 Sponsor. Subject only to the following paragraph, all issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the Sponsors in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction’s laws.

16. DISCREPANCIES. In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Entry Form, Website, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control. Full contest rules are available on the website at www.tandia.com/creditcard.