



#1900-13450 102 Avenue  
Surrey, BC V3T 5Y1  
[prospera.ca](http://prospera.ca)

## CONTEST TERMS AND CONDITIONS

PARTICIPATION IN THIS CONTEST CONSTITUTES YOUR FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE CONTEST TERMS AND CONDITIONS.

Prospera Credit Union (“Prospera”, “we”) is pleased to present the Prospera 2023 Annual General Meeting Giveaway Contest (the “Contest”). The Contest is governed by the terms and conditions (the “Rules”) set out below. By entering the contest, you agree to abide by the Rules and decisions of Prospera, which will be final. You also agree to comply with all applicable laws. In order to be eligible to win a prize, you must both register to virtually attend the AGM (defined below) before the end of the Contest Period (defined below) and virtually attend the AGM. The Contest is void where prohibited or restricted by law. No purchase necessary. Full Rules and entry details also available at: [2023 AGM | 2022 Annual Report](#).

### 1. HOW TO ENTER

The Contest entry period begins at March 30, 2023 at 9:00 a.m. PT and ends at 12:00 p.m. PT on April 27, 2023 (the “Contest Period”), after which time the Contest entry period will be closed and no further entries will be accepted.

To enter, visit the Prospera AGM Registration site at [prospera2023agm.com](http://prospera2023agm.com) during the Contest Period and register to attend Prospera’s Annual General Meeting, which will be held virtually starting at 6:30 p.m. PT on April 27, 2023 (the “AGM”). Receipt of your AGM registration occurs when our server records such registration. All entries must be complete and are subject to verification by the Prospera, in its sole discretion. Note that if we already have your valid e-mail address on file, you must re-submit your email address during the Contest Period in order to indicate your acceptance of the Rules to enter the Contest.

No purchase necessary to enter or win. Regardless of the method of entry, a maximum of 1 entry per person is permitted. It is solely your responsibility to ensure that you are properly registered and your entry is submitted properly as described above.

### 2. ELIGIBILITY

To enter and be eligible to win, you must: (a) be a legal resident of British Columbia at the time of entry; (b) have reached the age of majority at time of entry; (c) be a current member of Prospera who (i) registered for the Annual General Meeting during the Contest Period and (ii) virtually attended Prospera’s AGM; and (d) not be an employee of, or a member of the immediate family of or living with an employee of, Prospera or its affiliated companies, agents, Contest administrators, or advertising promotional agencies. By participating in this Contest, you acknowledge compliance with, and agree to be bound by, these Rules. If you do not comply with any of the Rules, you may be subject to disqualification by Prospera, in Prospera’s sole discretion.



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Any entries received after the Contest Period will not be eligible, even if you subsequently attend the AGM. If more than one entry is received per person, only the first such entry received will be eligible. Submissions through groups and/or charities will not be accepted. Proof of transmission (for example, screenshots or captures) does not constitute proof of entry or receipt of an entry. If an entry is received from an entrant who has not provided a valid email address, the entry received will be deemed ineligible. In the event of a dispute as to the identity of an entrant, the authorized account holder of the email account will be deemed to be the entrant. “Authorized account holder” of an e-mail address is the natural person in whose name the e-mail address has been issued. A selected entrant may be asked to provide Prospera with proof that the selected entrant is the authorized account holder of the e-mail address associated with the selected entry. If a dispute cannot be resolved, Prospera may deem the entry ineligible. Entries generated by script, macro, or other automated means are void at Prospera’s discretion.

### 3. PRIZE

There are a total of sixteen (16) prizes available to be won, as follows:

- (a) One (1) 9<sup>th</sup> generation 64GB and WIFI only iPad (approximate retail value: \$449)
- (b) One (1) set of four (4) Club Seat tickets to the BC Lions Game to be held at BC Place Stadium on September 29, 2023 (approximate retail value of all four (4) tickets, in aggregate: \$550)
- (c) Two (2) gift cards with a value of \$100 to Salmon and Bannock (approximate retail value of each gift card: \$100)
- (d) Twelve (12) gift cards with a value of \$50 to Nuez Acres, Ravensong, Skalwen Botanicals, Cheekbone Beauty, Spirit Bear Coffee and Sisters Sage Skincare (approximate retail value of each gift card: \$50)

Each prize must be accepted as awarded, is non-transferable, and may not be redeemed for cash or credit. The winner(s) will be solely responsible for all travel and other costs associated with obtaining or redeeming the prize(s). Prospera reserves the right, in the event that any prize or any component of any prize cannot be awarded as described for any reason, to substitute another prize or component of a prize of equal or greater value, including a cash award. Limit of one prize per person.

### 4. HOW TO WIN

Sixteen (16) random draws will be held on April 27, 2023, or shortly thereafter (the “Draw Date”), from all eligible entries received during the Contest Period. Email addresses may be tested for validity in advance of the draw date through an email communication from Prospera. Only valid email addresses will be eligible for the draw. Odds of winning depend on the total number of



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eligible entries received during the Contest Period and the number of Prospera members who attend the AGM.

Prospera will attempt to notify each selected entrant by email within seven business days of the Draw Date. If a selected entrant cannot be reached or does not respond within 14 business days after the Draw Date, the entry will be declared void and another eligible entrant will be randomly selected until such time as contact is made with a selected entrant or there are no more eligible entries, whichever comes first.

In order to be declared a winner, the selected entrant must have complied with, and remain fully in compliance with, these Rules, and must correctly answer, without assistance of any kind, a time-limited mathematical skill-testing question posed by telephone at a mutually convenient time. If the entrant's answer to the skill-testing question is incorrect or they do not meet the eligibility criteria, they will be disqualified and another entrant will be randomly selected from all eligible entries until such time as all winners are confirmed or there are no more eligible entries, whichever comes first.

In order to be declared a winner, the selected entrant must also sign and deliver to Prospera a standard declaration of eligibility and release form, which will include a declaration of the selected entrant's compliance with these Rules, acceptance of the prize as awarded, a publicity release, a liability release, an indemnity, and any other documentation that Prospera may reasonably require (the "Release Form"). The Release Form must be returned within the time period specified by Prospera or the prize may be forfeited. Prospera may also request valid proof of identity, residency, age and other relevant documentation, and Prospera may disqualify a selected entrant if Prospera determines (in its sole discretion) that the provided proof is not sufficient. Prize awarding will be coordinated with each winner by Prospera upon receipt of the duly completed Release Form.

Prospera expects to announce the names of the final winners on or around **[date]**.

## 5. CONTACT INFORMATION

By entering the Contest, each entrant consents to Prospera collecting, using and disclosing the entrant's personal information for the purposes of administering the Contest, publicizing a list of winners, and (unless the contestant opts out) promoting the Contest and any future contests and any of Prospera's products and services, in accordance with Prospera's Privacy Code, which is online at <https://www.prospera.ca/Policies/Privacy+policy> or can be found at any Prospera Credit Union branch.

Prospera will use the contact information in the entry forms for administration of this Contest. Under no circumstances will Prospera sell or give lists of our Contest entrants to others outside of the administration of this Contest and as described in these Rules, except as required by law. All entries become the property of Prospera and none will be returned. Prospera is not obligated to enter into any correspondence except with the selected entrant.

## 6. AMENDMENT

Prospera reserves the right to terminate or amend this Contest at any time and in any way, without prior notice to entrants. Without limiting the foregoing, if for any reason Prospera cannot run the Contest as planned (including as a result of bugs, tampering, unauthorized intervention, fraud, technical failures, infection by computer virus or any other cause that corrupts, impairs or affects the administration, security, fairness, integrity, or proper conduct of the Contest), Prospera may cancel, modify, extend, or suspend the Contest. In that event, Prospera may award prizes at random from among the eligible entries received up to the time of the impairment, or award no prizes.

## 7. DISQUALIFICATION

Prospera may disqualify any individual who attempts to, is suspected of attempting to, or does, in each case as determined in Prospera's discretion: (1) tamper with or in any way corrupt the entry or voting process (including by using robotic, automatic, programmed, or otherwise illicit means to enter the Contest, or any other methods not authorized by these Rules); (2) undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair practices; (3) annoy, abuse, threaten, or harass any other entrants or Prospera representatives; or (4) submit an entry with false or incomplete information.

## 8. DISCLAIMER

Prospera will not be responsible for: (1) incorrect or inaccurate transcription of entry information or late, lost, incomplete, misdirected entries, or entries received through impermissible or illegitimate channels; (2) technical failures of any kind, including the malfunctioning of any telephone, computer, network, hardware, or software; (3) the unavailability or inaccessibility of any service; (4) unauthorized human intervention in any part of the entry process or the Contest; (5) electronic or human error which may occur in the administration of the Contest or the processing of entries; (6) typographical errors; (7) the failure for any reason whatsoever of a selected entrant to receive notification of selection or for Prospera to receive a selected entrant's response; or (8) any injury or damage to persons or property, including your computer, which may be caused, directly or indirectly, in whole or in part, from your participation in the Contest or from downloading any material from Prospera's website. Prospera will not be liable to you for any indirect, special, consequential, or punitive damages in connection with the Contest or these Rules.

## 9. APPLICABLE LAW; ENFORCEABILITY

The Contest is subject to all applicable federal, provincial, and municipal laws and regulations. Any dispute will be adjudicated by the courts sitting in Vancouver, British Columbia. The invalidity or unenforceability of any provision of these Rules will 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 Rules will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not included.



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## 10. INTELLECTUAL PROPERTY

All intellectual property, including but not limited to trademarks, logos, designs, promotional materials, web pages, source codes, images, drawings, illustrations, slogans, and representations are owned by Prospera. All rights reserved. Unauthorized copying or use of any of Prospera's intellectual property without the prior express written consent of Prospera is strictly prohibited.

## 11. CONFLICTS / DISCREPANCIES

In the event of a conflict between any Contest details contained in these Rules and any Contest details contained in Contest advertising materials, the details of the Contest as set out in these Rules will govern.

## 12. GENERAL TERMS AND CONDITIONS

By entering the Contest, each entrant:

- (a) agrees to abide by the Rules, and all decisions of Prospera with respect to all aspects of the Contest, which are final; and
- (b) releases, and agrees to indemnify and hold harmless, Prospera and its employees, directors, officers, members, affiliates, and agents from any and all damages, injuries, claims, causes of actions, or losses of any kind (including actual legal fees and expenses) arising from or related to: (i) the entrant's failure to comply with any of these Rules; (ii) any misrepresentation the entrant makes under these Rules or otherwise to Prospera; or (iii) the entrant's participation in the Contest or use of any prize received.