

**CAMBRIAN CREDIT UNION LTD.  
PAYOFF LOAN CONTEST  
OFFICIAL CONTEST RULES**

**1. Rules and Regulations**

Cambrian Credit Union Ltd. (“**Cambrian**”) is the administrator and sponsor of the “Loan PayOff Contest” (the “**Contest**”). These Official Contest Rules (the “**Rules**”) will govern the Contest and be binding on all entrants in the Contest (collectively, the “**Entrant(s)**”).

NO PURCHASE NECESSARY. BY ENTERING THE CONTEST, THE ENTRANT AGREES TO COMPLY WITH THESE RULES, INCLUDING ALL ELIGIBILITY REQUIREMENTS.

**2. Contest Period**

The Contest begins on March 1, 2021 at 12:00:01 a.m. Central (the “**Contest Opening Date**”) and ends on May 31, 2021 at 23:59:59 p.m. Central (the “**Contest Closing Date**”). The time between the Contest Opening Date and the Contest Closing Date will be referred to herein as the “**Contest Period**”.

**3. Eligibility**

The Contest is open to all legal individual residents of Manitoba aged 18 years or older.

Notwithstanding the above, agents, officers, directors and employees of Cambrian, and/or members of their immediate families and/or persons living in the same household as such persons, whether or not related, are ineligible to enter the Contest.

**4. How to Enter the Contest**

(a) Entry Methods

There are two (2) ways to enter the Contest:

**Method 1.** You will receive one (1) entry (an “**Entry**”) into the Contest when:

- (i) You apply and are approved for a Cambrian Credit Union personal loan, with minimum net new funding of \$10,000, online at cambrian.mb.ca or at a Cambrian Credit Union branch, during the Contest Period; and
- (ii) The Cambrian Credit Union personal loan funds are advanced by June 30, 2021.

If the Cambrian Credit Union personal loan has more than one borrower, the Entry will be considered to be made in the name of all borrowers. There will be a limit of one (1) Entry per person per household.

All Cambrian Credit Union personal loan applications are subject to meeting Cambrian Credit Union’s standard credit criteria.

## **Method 2. NO PURCHASE ENTRY**

To enter the Contest without making a purchase, prepare an original hand-written essay of 1,000 words or less on “What Paying Off My Loan Means to Me” (the “**Essay**”) along with your name, complete mailing address (including postal code), daytime and evening telephone numbers and mail it in a sealed envelope bearing sufficient postage to:

Cambrian Credit Union  
Marketing Department  
6<sup>th</sup> floor, 287 Broadway Ave  
Winnipeg MB R3C 0R9

The Entry must be postmarked during the Contest Period and received no later than June 4, 2021. Cambrian Credit Union will not be responsible for illegible, incomplete, inaccurate, incorrect, lost, misdirected or late Entries, all which will be void. There will be a limit of one (1) Entry per person per household.

All Entries received during the Contest Period will be eligible to be drawn for the Prize (as detailed in Section 7 of these Rules). The Entries, including for greater certainty, all information submitted through the personal loan application or no purchase necessary entry, shall become the sole property of Cambrian and may not be acknowledged or returned.

No purchase is necessary to enter or to win.

### **(b) Void Entries and/or Disqualification**

Entrants may only enter the Contest once. Entrants can only use one (1) name to enter the Contest. In the event an Entrant submits more than one (1) Entry or otherwise enters the Contest more than once, all of the Entrant’s Entries may be voided.

If it is discovered that an Entrant has attempted to use multiple names, identities, e-mail addresses, multiple accounts and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt the Contest in any way, then he/she will be disqualified from the Contest and his/her Entry or Entries will be voided. Any such disqualification shall be made in the sole and absolute discretion of Cambrian (using any evidence or other information made available to or otherwise discovered by Cambrian).

### **(c) Verifying Eligibility and Modifications to Contest Scheduling**

Cambrian reserves the right to verify eligibility of all Entrants in the Contest. Illegible and/or incomplete Entries, or Entries submitted by Entrants who do not meet the eligibility requirements are void and will not be eligible for the Contest.

Cambrian reserves the right to modify, cancel or suspend the Contest for any reason at any time and without prior notification. If for any reason the Contest is not capable of running as planned, including tampering, unauthorized intervention, fraud, technical failure, human error, intimidation, harassment or any other causes beyond the control of Cambrian that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Cambrian reserves the right to disqualify any individual it finds who tampers with the Entries and/or operation of the Contest, and may cancel, terminate, modify, or suspend the Contest without notice and may

choose to randomly select the Potential Winner (as that term is defined in Article 70 of these Rules) from all eligible Entries received prior to any such cancellation or termination.

(d) Disclaimer

Cambrian and their respective officers, directors, agents, volunteers and/or employees are not responsible for lost, late, or misdirected Entries, or for any human error, which may occur in the receipt or processing of the Entries submitted for the Contest.

**5. Use of Information and Privacy**

(a) Use of Information, Consent and Privacy

All information collected will be subject to Cambrian's Privacy Policy, available at <https://cambrian.mb.ca/cambrian-privacy-policy> and collected in accordance with the privacy laws of Manitoba and the laws of Canada, as applicable therein. By participating in the Contest, and subject to the foregoing, Entrants are deemed to have provided their explicit and implicit consent to collect and use their personal information, for the purposes of administering the Contest and for future marketing of Cambrian Credit Union products and services to you. If you do not want your information to be retained, shared or used for marketing purposes, please write to us at: Marketing Department, Cambrian Credit Union, 6<sup>th</sup> floor, 287 Broadway Ave Winnipeg MB R3C 0R9. By submitting an Entry, Entrants acknowledge and agree to comply with the terms and conditions of those policies.

**6. Prizes and Odds of Winning**

(a) Prizes

There are five (5) prizes of five thousand dollars (\$5,000) cash (each a "**Prize**") available to be won by all Entrants.

If a Confirmed Winner (as that term is defined in Article 7(a) of these Rule) entered the contest via Method 1, the Prize will be deposited in the Cambrian Credit Union account in the name(s) of the borrower(s) on the Cambrian Credit Union personal loan. A Confirmed Winner is not entitled to any difference between the Prize value stated and their actual loan balance. If the Confirmed Winner entered the contest via Method 2, a cheque will be made payable to the name on the mail-in Entry.

Prizes must be accepted as awarded and are not transferable unless otherwise agreed to by Cambrian. An Entrant is only eligible to win one (1) Prize.

(b) Odds of Winning

Odds of winning a Prize will depend on the number of eligible Entries received during the Contest Period.

(c) Forfeiture of the Prize

If the Confirmed Winner does not claim a Prize within ten (10) days following the Draw Date (the “**Forfeiture Period**”) such Prize will be deemed to have been forfeited by the Confirmed Winner and Cambrian may re-draw for such forfeited Prize among all remaining eligible Entries without further notice to the Confirmed Winner.

(d) Transfer of the Prize is Prohibited

A Confirmed Winner must accept the Prize as set out in Article 6(a) of these Rules. A Prize cannot be transferred to another individual, substituted for another prize, or exchanged in whole or in part for any other prize or any other consideration whatsoever.

## 7. Winner Selection and Notification

(a) Winner Selection

The potential winner will be selected by random draw from among all eligible Method 1 and Method 2 Entries (the “**Potential Winner**”). The decision on the determination of the Potential Winner is in Cambrian’s absolute discretion and will be final and binding on all matters relating to the Contest. The selection of the Potential Winner will occur on or about July 15, 2021 at 12:00 p.m. Central at 6<sup>th</sup> floor - 287 Broadway Ave in the City of Winnipeg, Manitoba (the “**Draw Date**”).

(a) Winner Notification and Skill-Testing Question

Cambrian or its designee will contact the Potential Winner by telephone (using the information provided on the Entry submitted by the Potential Winner) within seven (7) business days of the Draw Date. Before being declared the winner of the Prize (the “**Confirmed Winner**”), the Potential Winner will be required to:

- i) correctly answer a time-limited mathematical skill-testing question administered by phone, without mechanical or other aid;
- ii) supply proof of identity by providing a photocopy of one (1) piece of government issued photo identification; and
- iii) sign and return within five (5) business days of notification, Cambrian’s *Declaration, Acknowledgement and Complete Release and Waiver of Claim Forms*, duly executed by the Confirmed Winner, which (among other things):
  - a. confirms compliance with these Rules;
  - b. acknowledges acceptance of the Prize as awarded;
  - c. releases Cambrian and its respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the “**Releasees**”) from any and all liability in connection with the Contest, his/her participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and

- d. agrees to the publication, reproduction and/or other use of his/her name, city of residence, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of Cambrian, in any manner whatsoever, including print, broadcast or the internet.

The name of the Confirmed Winner will be posted by Cambrian online at [www.cambrian.mb.ca](http://www.cambrian.mb.ca)

(b) Potential Winner Disqualification and Alternate Winner

If the Potential Winner:

- i) cannot be contacted by telephone within seven (7) business days of selection or there is a return of any prior notification as undeliverable;
- ii) fails to correctly answer the skill-testing question;
- iii) fails to return the properly executed Contest documents (set out in Article 7(a)(ii) - (iii) of these Rules) within the specified time; and/or
- iv) cannot accept the Prize for any reason;

then he/she will be disqualified (and will forfeit all rights to the Prize) and such Prize may be redrawn, at Cambrian's sole discretion, in accordance with Section 6(c).

**8. Release From Liability of Cambrian and Releasees**

Entrants, including the Potential Winner and the Confirmed Winner, agree to indemnify and hold harmless Cambrian, including without limitation the Releasees, and their respective affiliates, and each of them from and against any and all liability, damages, costs, legal fees (including legal fees on a solicitor and his own client basis), among other things, incurred with regard to any claim by any person(s) in connection with any and all of the rights and benefits conferred by the Entrants, including Potential Winner and Confirmed Winner, for any injuries or death, loss or damage of any kind arising from or in connection with participation in and/or entry into the Contest, or acceptance or use of the Prizes, and for any claims based on publicity or intellectual property ownership rights, defamation and invasion of privacy.

Further, Cambrian, including without limitation the Releasees and their respective affiliates, will not be liable for any injury or damage to an Entrant's or any other person's computer related to or resulting from participating in the Contest and/or downloading any material relating to the Contest.

In addition, Cambrian, including without limitation the Releasees and their respective affiliates, shall also not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed to:

- (i) by any wrongful, negligent or unauthorized act or omission on the part of Cambrian and/or Releasees and/or any of their respective agents, servants, employees or independent contractors;

- (ii) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of Cambrian and/or Releasees; or
- (iii) by any other cause, condition or event whatsoever beyond the control of Cambrian and/or Releasees and/or their respective affiliates.

## **9. General Conditions and Disclaimers**

### (a) Applicable Laws, Waiver and Decision Binding

The Contest is subject to these Rules and all applicable federal, provincial and local laws. By entering this Contest, each Entrant agrees to waive any right to claim any ambiguity or error in these Rules and to be bound by these Rules and by all decisions of Cambrian or its designee, whose decisions are binding and final in all respects. Each Entrant represents and warrants that they meet the eligibility requirements and that they have read, accepted and agreed to be legally bound by these Rules. The Contest is void where prohibited by law or regulation.

### (b) Currency

All references to dollars or \$ in these Rules refers to the lawful currency of Canada.

### (c) Consequences of Accepting the Prize

By accepting the Prize, the Confirmed Winner attests to the provisions stated in these Rules and compliance with these Rules. Acceptance of the Prize constitutes the Confirmed Winner's permission for Cambrian to use his or her name, photograph, image, likeness, voice, biographical information, statement and/or hometown for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without further compensation or authorization (except where prohibited by law) and the release of Cambrian, and the Releasees, from all claims arising out of the use thereof.

### (d) Severability

Should any term, paragraph or section of these Rules be deemed void, unenforceable or contrary to law, such term, paragraph or section shall, but only to the extent necessary to bring such term, paragraph or section within the requirements of law, be deemed to be severed from the other terms of these Rules, and the remainder of these Rules shall be given effect as if they had not included the severed term, paragraph or section herein.

### (e) Force Majeure

The failure of Cambrian to comply with any provision of these Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, pandemic, act of public enemies, actions of governmental authorities outside of the control of Cambrian (excepting compliance with applicable laws, codes and regulations) or other *force majeure* event(s) will not be considered a breach of these Rules.

Cambrian reserves the right, in its sole discretion, to cancel, terminate, modify or suspend, in whole or in part, this Contest should an event or any other human intervention occur, which as the effect of tainting or adversely affecting the administration, security, impartiality or the normal

unfolding of the Contest as provided for in these Rules (and in accordance with applicable federal, provincial and local laws).

(f) Language Discrepancy

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the Entries, Cambrian's website at [www.cambrian.mb.ca](http://www.cambrian.mb.ca), print, radio, online or digital advertising, the terms and conditions of these Rules shall prevail, govern and control.

(g) Governing Law

Any controversy or claim arising out of or relating to:

- (i) the Contest (including without limitation, its administration or technical functionality);
- (ii) the awarding or redemption of the Prize; and/or
- (iii) the determination of the scope or applicability of these Rules or their enforcement or interpretation,

shall be governed by and construed in accordance with the laws of the Province of Manitoba and the federal laws applicable therein, without giving effect to any choice of law or conflict of law rules.

(h) Dispute Mechanism

Any controversy or claim arising out of or relating to these Rules, their enforcement or interpretation, shall be submitted to final and binding arbitration, to be held in Winnipeg, Manitoba, Canada, in accordance with *The Arbitration Act* (Manitoba) (the "**Act**") or similar legislation then in force. Each Entrant agrees that his/her claim will be resolved individually, exclusively by arbitration, without resort to any form of class action or court application. THE ENTRANTS HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THE CONTEST, WHETHER IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

(i) Dispute Process

The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, then in accordance with the *Act*. The arbitration shall be a confidential proceeding, closed to the general public. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator's award is based. There shall be no right of appeal of the arbitrator's decision.

(j) Dispute Expenses

The Entrant shall be solely responsible for the arbitrator's fees and the arbitration expenses and any other costs unique to the arbitration hearing (recognizing that each side bears its own deposition, witness, expert and legal fees and other expenses to the same extent as if the matter were being heard in court).

(k) Injunctive or Equitable Relief

Nothing in this section shall affect the ability of Cambrian or any of its affiliates to seek from a court injunctive or equitable relief at any time.

(l) Limitation of Dispute Award

Each Entrant further agrees that any claim/judgment/award in such arbitration shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Contest, but in no event legal fees; and, under no circumstances, will an Entrant be entitled to awards for emotional distress, pain and/or suffering. The Entrant also hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or increased.

**10. Official Rules**

For a copy of these Rules send a self-addressed, stamped envelope to:

Marketing Department  
Cambrian Credit Union  
6<sup>th</sup> floor, 287 Broadway Ave  
Winnipeg MB R3C 0R9

or visit us online at [www.cambrian.mb.ca/payoff-loan](http://www.cambrian.mb.ca/payoff-loan).