

# Valley First and Enderby & District Financial

# Mortgage Renewal Draw

# **Terms and Conditions**

By participating in the Valley First and Enderby & District Financial, a division of First West Credit Union ("Valley First and/or Enderby & District Financial") Mortgage Renewal Draw (the "Draw"), all participants agree to abide by these Terms and Conditions (the "Terms and Conditions"). By participating in the Draw, you understand that you are providing your information to First West Credit Union ("First West"), and any information provided will be used in accordance with First West's privacy policy.

# Eligibility

- 1. The Draw consists of an Eligible Member (as defined herein) being randomly selected every month during the Draw Period (as defined herein) from all Eligible Members during the Renewal Period (as defined herein) to win one of the allocated Monthly Prizes (as defined herein).
- 2. The Draw is open to an existing member of First West:
  - a. who is an individual residing in British Columbia;
  - b. who is 19 years of age or older on the date they participate in the Draw; and
  - c. who either
    - renews or refinances their residential mortgage (individually or jointly) with First West's Valley First division or Enderby & District Financial division (an "Eligible Mortgage Entrant") between January 1, 2025, and December 1, 2025 (the "Renewal Period"); or
    - ii. enters the Draw in accordance with the 'No Purchase Necessary' entry criteria (as set forth herein) and references which branch within First West's Valley First or Enderby & District Financial division they hold a membership

(collectively, an "Eligible Member").

- 3. The Draw Period starts on June 27, 2025, and runs until December 1, 2025 (the "Draw Period").
- 4. Each Eligible Mortgage Entrant will be included in the Draw automatically (unless specified otherwise by the Eligible Mortgage Entrant), on a rolling monthly basis, with each mortgage regardless of the number of borrowers eligible for only one entry.
- 5. Limit of one entry per Eligible Member.
- 6. Each month, the winning Eligible Member will receive a cheque or Electronic Funds Transfer of \$4,000 in accordance with these Terms and Conditions (the "Monthly Prize").
- 7. Any winning Eligible Member can only be selected once for the Monthly Prize and can no longer participate in the Draw during the remainder of the Draw Period.

## **Monthly Prize Description**



- 8. The Offer consists of a \$4,000 prize to a member who either renews or refinances their mortgage or enters the Draw in accordance with the 'No Purchase Necessary' entry criteria.
- 9. There are six (6) Prizes available to be won by each Selected Recipient (as defined below), with one prize to be won in each of the following months: July, August, September, October, November, and December.

#### **Conditions of the Draw**

- 10. The Draw is available exclusively to Eligible Members during the Renewal Period.
- 11. Directors, employees, contractors, agents and other representatives, and their respective immediate families, of First West, or any of their affiliates, divisions, or promotional agencies are not eligible to enter or win.
- 12. The Draw is open only to individuals; no groups, organizations, or other non-natural persons are eligible to win.
- 13. An Eligible Member who qualifies for the Draw as set out above and meets all other conditions of these Terms and Conditions will be eligible to be entered into the random draw to win the Prize.
- 14. The Draw and these Terms and Conditions do not, in any way, affect the standard Account terms and conditions or any other member agreements, terms or conditions, or policies of First West, which continue to apply upon opening Membership with First West.
- 15. This Draw cannot be combined with any other offer or reward.
- 16. First West reserves the right, at its sole discretion, to cancel, modify, withdraw, terminate or suspend this Draw, in whole or in part, at any time for any reason without notice. First West reserves the right, in its sole and absolute discretion, to disqualify any participant, including an Eligible Member that First West finds or believes to be manipulating or otherwise abusing the process, fairness, integrity or operation of the Draw.

#### **Prize Winner and Claiming the Prize**

- 15. The Prize must be accepted as awarded and cannot be transferred, exchanged, or assigned. No Prize substitutions will be permitted.
- 16. Upon the conclusion of each month during the Draw Period there will be one (1) randomly selected winner from all Eligible Member entries (the "Selected Recipients"), in accordance with the Terms and Conditions. The random draw will take place on or about the second Tuesday of each month at 12:00pm pacific standard time (PST), by a representative of First West, who's decision will be final, from all Eligible Member entries during the Draw Period and in accordance with the Terms and Conditions. First West reserves the right, in their sole discretion, to change the date and time of the random draw.
- 17. First West's representative will contact the Selected Recipients by phone or email on or about the second Thursday of each month to confirm compliance with these Terms and Conditions.
- 18. The Selected Recipient must, have claimed their Prize within six (6) weeks of being contacted by First West. If the Selected Recipients do not claim their Prize by this date, their Prize is forfeited. If a prospective Selected Recipient is not eligible or is not otherwise confirmed as a winner, as determined by First West in its sole discretion, then they will be disqualified, their entry will be disregarded and another eligible entry will be drawn from the remaining eligible entries in accordance with these Terms and Conditions.



- 19. In order to receive the Prize, the Selected Recipients must:
  - a. Correctly answer a mathematical Skill-Testing Question and confirm compliance with these Terms and Conditions; and
  - b. Sign a declaration stating that they:
    - i. Have read, understood and complied with these Terms and Conditions;
    - ii. Release and discharge First West, its subsidiaries, affiliates, officers, directors, employees and agents; and
    - iii. Consent to the announcement of the Selected Recipient's name and the use by or on behalf of First West of the Selected Recipient's name, address, photograph, likeness, voice or statements, and/or use for advertising and promotional purposes without any further compensation to the Selected Recipient.
- 20. The chances of winning the Prize depend upon the number of eligible entries made during the Renewal Period.

#### No Purchase Necessary Entry

- 1. No purchase, payment, or mortgage renewal or refinance is required to enter or win this Draw. A purchase or renewal does not increase the chances of winning.
- 2. To enter without renewing a mortgage with First West, individual members may submit a nopurchase entry by mailing a legible, handwritten request including:
  - a. the entrant's full name;
  - b. complete mailing address;
  - c. telephone number;
  - d. branch name and member number with Valley First or Enderby & District Financial;
  - e. a valid email address; and
  - f. a 500-word handwritten statement describing your experience with the mortgage process. If you have not gone through the mortgage process, you may instead share your personal connection to Valley First or Enderby & District Financial and/or the impact of the work they do in the community.
- 3. Mail-in entries must be sent in a postage-paid envelope to:

## Valley First Mortgage Draw – No Purchase Entry

Valley First, First West Credit Union 507 Bernard Ave Kelowna, BC V1Y 6N9

## Enderby & District Financial Mortgage Draw – No Purchase Entry

Valley First, First West Credit Union 507 Bernard Ave Kelowna, BC V1Y 6N9

4. Limit of one (1) no-purchase entry per Eligible Member during the Draw Period. Each mail-in entry must be postmarked by the last day of the applicable month and received by Valley First or Enderby



& District Financial within five (5) business days thereafter to be eligible for the Draw. Incomplete, illegible, or mechanically reproduced entries will be disqualified.

#### General

- 21. By participating in the Draw, each participant, including an Eligible Member, expressly consents to First West using or collecting his or her personal information in accordance with First West's privacy policy (www.valleyfirst.com/privacy-security)
- 22. The Draw is subject to all federal, provincial, and other laws applicable in British Columbia. Void where prohibited. First West may, where required by law, disclose any Draw participant's information to the government. If any provision of the Terms and Conditions are found by any court of competent jurisdiction to be unenforceable, all other provisions will remain in full force and effect. All decisions made by First West with respect to all aspects of the Draw are final. First West's failure to enforce any of the Terms and Conditions shall not constitute a waiver. First West reserves the right to correct any printing, typographical, computer programming, operating, or any other errors.
- 23. First West, its subsidiaries and affiliates, and any of their respective directors, officers, employees, agents, or other representatives will not, under any circumstances, be responsible for, or liable to any Draw participant or any other person for:
  - c. any failure for any reason, whatsoever of the Selected Recipient to receive a Prize notification, telephone call or email;
  - d. any computer, online, telephone or technical malfunctions or errors that may occur, regardless of the cause;
  - e. this Draw not being capable of being completed in accordance with these Terms and Conditions; and
  - f. any damage or loss, including any loss of use, loss of production, loss of profits (anticipated or otherwise), loss of markets, economic loss, special, indirect or consequential loss or damage or punitive damages, whether in contract, tort or under or participation in the Draw or the Prize, or the use of any First West website (including the downloading of any materials from the web site) and regardless of the cause or any negligence by First West or anyone for whom First West is responsible, and notwithstanding that First West may have been advised of the possibility of such loss or damage being incurred.
- 24. None of First West, or any other subsidiary companies of First West, or any of their respective directors, officers, employees, agents, or other representatives will be responsible for any computer, online, telephone, or technical malfunctions or errors that may occur, regardless of the cause, injuries, accidents, loss or misfortune relating to the Monthly Prize awarded and/or otherwise resulting from the Draw. Any participant, including the Selected Recipient agrees to indemnify and save harmless First West, or any other subsidiary companies of First West and each of their respective directors, officers, employees, agents and other representatives (and each of them) of and from all claims, demands, proceedings, liabilities and costs whatsoever relating to the Monthly Prize awarded, the Selected Recipient's use of the Monthly Prize awarded and/or resulting from the Draw, including without limitation legal costs on a solicitor-and-client basis. Without limiting anything else contained in these Terms and Conditions, First West and its affiliated companies, and their respective directors, officers, employees, agents, and other representatives are not liable if for any reason the Draw is not



capable of being completed in accordance with its Terms and Conditions and as result a Monthly Prize not being awarded in accordance with these Terms and Conditions, including without limitation for reasons relating to technical failures, the loss or non-existence of communications capability, computer virus or tampering, or any other cause.

- 25. In the event of discrepancy or inconsistency between these Terms and Conditions and the content of any disclosures or promotional material advertising the Draw, these Terms and Conditions will prevail.
- 26. ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR INTERFERE WITH THE LEGITIMATE OPERATION OF THE DRAW MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND FIRST WEST RESERVES THE RIGHT TO SEEK DAMAGES AND/OR OTHER RELIEF FROM ANY AND ALL RESPONSIBLE PERSONS TO THE FULLEST EXTENT PERMITTED BY LAW.
- 27. By participating in this Draw, you acknowledge that you have read, understood, and agreed to be bound by these Terms and Conditions.