

FIRST ALLIANCE CREDIT UNION STASH TO SMASH SPR TERMS AND CONDITIONS

These Terms and Conditions (the “Terms and Conditions”), together with the documents referred to in them, set out the terms that govern the First Alliance Credit Union’s (the “Credit Union”) Stash to Smash Savings Promotion Raffle (the “SPR”). By choosing to participate in the Stash to Smash SPR, you confirm that you accept the Terms and Conditions and will comply with them. If you do not agree to the Terms and Conditions in their entirety, you are not authorized to participate in the Stash to Smash SPR.

The official SPR webpage is: www.firstalliancecu.com/stash-to-smash

1. The Stash to Smash SPR

1.1 Subject to your compliance with these Terms and Conditions, the Credit Union will provide you one (1) entry into the SPR when you open a new Certificate of Deposit at First Alliance Credit Union between March 1, 2020 and April 30, 2020, with \$1,000 or more of new funds to the Credit Union, for a term of at least 12 months or more. The Credit Union will provide you one (1) additional SPR entry if you have your tax refund directly deposited into your First Alliance Credit Union savings or checking account by April 30, 2020. Three winners will be randomly selected and notified of their winning by May 8, 2020.

1.2 You must be a member in good standing with least \$5.00 in your 01 Share Savings Account at the Credit Union as of April 30, 2020, in order to participate in the SPR.

1.3 First Alliance Credit Union can change the SPR prize allocation at any time without notice. Up to three (3) winners will be randomly selected to receive a SPR prize. The amount of the prize you will be entitled to will be the amount that applies at the time you meet all requirements of the SPR. The current prize drawing allocations are as follows:

- \$1,000 cash in denominations of the credit union’s choosing
- \$1,000 gift card to a local gas station of the credit union’s choosing
- \$1,000 gift card to a local grocery store of the credit unions choosing

1.4 Winners are not able to choose the prize they win. Prizes will be randomly allocated based on the piggy bank they select at the time of prize distribution.

1.5 Winners must be able to visit one of the three Credit Union branch location within ten (10) business days of their notification of winning.

1.6 If you are an existing member at the Credit Union you must use funds either from your tax refund that you’ve had direct deposited at the Credit Union, or bring in funds from another financial institution account you own to fund your Certificate of Deposit. Funding your new Certificate of Deposit with funds currently existing in the Credit Union account you own will not provide you a SPR entry.

1.7 Subject to the restrictions of these Terms and Conditions, you will generally be entitled to one (1) entry when A) you are a member in good standing at the Credit Union, B) you open a new Certificate of Deposit account at the credit union with at least \$1,000 or more of new funds to the Credit Union for a term of at least 12 months or more. You may earn one (1) additional

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entry into the prize drawing when you have your tax refund directly deposited into your savings or checking account at the Credit Union.

1.8 You must be a legal adult or eighteen (18) years of age or older to participate in the SPR.

1.9 You may not send SPR information to others in a manner that the Credit Union (in its sole and absolute discretion) believes constitutes spam or unsolicited or otherwise undesirous communications.

1.10 If an individual wins \$600 or more in prizes during the SPR period they will receive a 1099-MISC tax form from the Credit Union, your winnings may be subject to state or federal taxation depending upon your specific tax situation. You must consult a certified tax professional to know the exact implications your winnings may have for you. The Credit Union is not responsible to paying your any taxes or fees owed by you based on your winnings from the SPR.

2. Prohibited Uses

2.1 You may only participate in the SPR in good faith and in compliance with all applicable local, state and federal laws. The following uses are prohibited, and you agree not to use the SPR to do any of the following:

- (a) Creating multiple, duplicate, or fake accounts at the Credit Union;
- (b) Inviting others to create multiple, duplicate, or fake accounts at the Credit Union;
- (c) Impersonating any person or otherwise misrepresent any person's identity while attempting to participate in the SPR;
- (d) Attempting to participate in the SPR while being under the age of eighteen (18);
- (e) Transmitting any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (e.g. "spamming");
- (f) Interfering with or disrupting any servers, networks, or systems connected to the SPR;
- (g) Doing anything that harms or damages the brand, goodwill, or reputation of the Credit Union or any service providers that assist the Credit Union with providing the SPR;
- (h) Reselling, bartering, trading, auctioning or otherwise generating income by providing access to the SPR to others;
- (i) Infringing the intellectual property rights of the Credit Union, its service providers, or any third parties;
- (j) Stalking, harassing, or harming any other individual while attempting to participate in the SPR;

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(k) Using the SPR in any way that the Credit Union (in its sole and absolute discretion) considers to be unreasonable, excessive, or in bad faith;

(l) Using the SPR in any way that breaches any applicable local, national, or international law or regulation, or that is in any way unlawful, fraudulent, or wrongful, or has any unlawful, fraudulent, or wrongful purpose or effect.

2.2 You represent and warrant that neither you, nor any person acting on your behalf or with your authorization, will use or permit the SPR to be used in a prohibited manner. Any actions that have been deemed prohibited uses will result in immediate disqualification from the SPR.

3. Data Protection

3.1 To participate in the SPR, you must provide personal information about yourself in order to open your account at the Credit Union. Your personal information will be processed in accordance with all the Credit Union policies and procedures.

3.2 Please note that any personal information you provide will not be transferred outside of the Credit Union. The Credit Union takes steps to ensure that your personal information is secure and protected within the letter of the law.

3.3 To contact the Credit Union regarding your data protection rights or inquiries in regards to the SPR, please contact us at the Credit Union's toll free phone number: 800-866-8199.

4. Respecting Others' Privacy; No Spam

4.1 When you send or share the SPR information with another person, you represent and warrant to us that you have obtained that person's express consent to send them electronic communication(s) containing the content.

4.2 Bulk email distribution of SPR information to persons you do not know, or any other sharing or promotion of a Referral invitation in a manner that (in First Alliance Credit Union's sole and absolute discretion) may constitute or appear to constitute unsolicited commercial communications or "spam" is prohibited. The Credit Union reserves the right to disqualify the sender from the SPR entirely and to require the sender to stop sharing the SPR information in any manner permitted by applicable law.

4.3 If you have received SPR information in any fashion from a person you do not know, please be let us know immediately by contact the Credit Union's toll free phone number 800-866-8199 so the credit union officials may take appropriate action in accordance with these Terms and Conditions.

5. SPR Restrictions

5.1 Any prizes won through the SPR will be distributed directly into the participant within one month of the prize drawing. Prizes will not be deposited in any accounts that the winner holds at the Credit Union or other financial institutions, nor will any of the winning funds be applied towards any loan balances at the Credit Union or other financial institutions.

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5.2 The gift card Prizes for the SPR have monetary value but may not be redeemed for cash. Prizes are not transferable to another person, may not be auctioned, traded, bartered or sold to others.

5.3 If the participant closes their Credit Union account before the prize drawing periods they forfeit their entries. Upon termination of the SPR or any portion thereof for any reason, any unredeemed Prizes are forfeited.

5.3 Prizes are subject to verification. The Credit Union may delay any or all Prize distributions for the purposes of investigation or for any other reason that, in its sole and absolute discretion, it deems appropriate.

5.4 First Alliance Credit Union may prohibit you from participating in the SPR or may refuse to provide you with a Prize if, in its sole and absolute discretion, the Credit Union suspects or determines that you have not used the SPR in good faith, have breached these Terms and Conditions, have violated applicable law, or that your use presents potential liability or threat to the Credit Union, its subsidiaries, affiliates, service providers or any of their respective officers, directors, employees, representatives and agents.

5.5 To participate in the SPR you must be a current member at the Credit Union with an open and active 01 Share Savings Account with a minimum balance on \$5.00. If you wish to know how many entries you have earned into the prize drawings, please contact the Credit Union directly using our toll-free phone number 800-866-8199. A credit union representative will provide you the total number of entries earned only.

6. License to Use the SPR Platform and Content

6.1 The SPR is provided via a platform that contains certain content ("Content") including designs, text, graphics, images, video, information, logos, button icons, software, audio files, computer code, or other content. As between you and the Credit Union, all Content is the property of the Credit Union or its licensors or third-party service providers, and is protected under copyright, trademark, and other laws.

6.2 Subject to these Terms and Conditions, the Credit Union authorizes you to access and use the platform through which the SPR is provided, the SPR and the Content are exclusively for your personal, non-commercial use. This license is revocable at any time without notice and with or without cause. Unauthorized use of the Content may violate copyright, trademark, and/or other applicable regulations and statutes and is strictly prohibited.

7. Limitations of Liability

The Credit Union accepts no liability for any use of the SPR that does not comply with these Terms and Conditions. Additionally, the Credit Union will in no case be liable to you for any indirect, incidental, special, consequential, or punitive or exemplary damages, including (but not limited to) damages for loss of profits, goodwill, use, data, or other intangible or non-material losses resulting from (i) the use of or the inability to use the SPR; (ii) the cost of procurement of substitute goods or services; (iii) technical malfunctions, lost connections, disconnections,

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delays or transmission errors; (iv) unauthorized access to, corruption of, theft of, alteration of, or loss or destruction of your transmissions, data, applications, or systems; (iv) any damage to any computer or information technology system resulting from participating in, accessing, or downloading the SPR; (vii) any virus, bug, computer problem, or unauthorized intervention; (viii) statements, communications, or conduct of any third party; or (ix) any printing, typographical, administrative or technological errors in any websites or materials associated with the SPR; or (x) any other matter relating to the SPR.

8. Disclaimer of Warranties

8.1 You understand and agree that your use of the SPR is at your sole risk, and the SPR and its related system(s) and platform(s) are provided on an “as is” and “as available” basis. The Credit Union expressly disclaims all warranties, conditions, and terms (collectively, “Warranties”) of any kind, whether express or implied by statute, common law or custom, including (but not limited to): warranties as to products or services offered through the use of the SPR; and implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, and non-infringement.

8.2 The Credit Union make and gives no warranty that (i) the SPR will meet your requirements; (ii) the SPR will be uninterrupted, timely, secure, or error-free; (iii) the results obtained from the SPR will be accurate or reliable; (iv) the quality of any products, services, information, or other material obtained through the SPR will meet your expectations; and (v) any errors in service will be corrected.

9. Reservations of Rights; Severability

9.1 If the Credit Union (in its sole and absolute discretion) suspects or determines that a breach of these Terms and Conditions has occurred, the Credit Union may take any action it deems appropriate, including (but not limited to) closing your account and/or accounts you are joint owner of, terminating or invalidating Prizes, or suspending or terminating the SPR in whole or in part.

9.2 The Credit Union’s failure to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, you and the Credit Union agree that the court should endeavor to give effect intent reflected in the provision, and that the other provisions of these Terms and Conditions remain in full force and effect.

10. Changes or Amendments to the Terms and Conditions

10.1 The Credit Union may change or amend these Terms and Conditions at any time by revising this document without notice.

10.2 The Credit Union reserves the right to change, modify, alter, amend or terminate the SPR (including the amount of the Prize) at any time without notice.

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10.3 Following any change or amendment to these Terms and Conditions, your continued use of the SPR constitutes your acceptance of the changed or amended Terms and Conditions and the SPR as is in force at that time.

11. Applicable Law and Jurisdiction for Disputes

11.1 These Terms and Conditions, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance within the laws of Minnesota.

11.2 You and the Credit Union irrevocably agree that the courts of Minnesota have jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions or its subject matter or formation (including non-contractual disputes or claims).

11.3 The Minnesota Courts System's Alternative Dispute Resolution (ADR) offers a simple, efficient, fast, low-cost, and out-of-court solutions to disputes. For more information go to:

<http://www.mncourts.gov/Help-Topics/AlternativeDisputeResolution.aspx>