

## COAST CAPITAL SAVINGS FEDERAL CREDIT UNION

### 2023 NEW MEMBER REFERRAL CAMPAIGN

#### TERMS AND CONDITIONS

**Version date: August 15, 2023**

The 2023 New Member Referral Campaign (the “**Referral Campaign**”) is offered by Coast Capital Savings Federal Credit Union (“**Coast Capital**”).

By participating in the Referral Campaign, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.

#### **Referral Campaign**

Eligible members (the “**Referrers**”) may refer eligible individuals or businesses (the “**Referees**”) to participate in the Referral Campaign by forwarding a Coast Capital provided code which Referees will be required to enter when applying for Coast Capital membership via the Coast Capital online membership opening platform (the “**Referral Offer**”). For each Referee that successfully becomes a Coast Capital member *and* meets the qualifying criteria set out below, the corresponding Referrer will receive a \$100 referral bonus (the “**Referral Bonus**”), up to a maximum \$400 referral bonus in the aggregate. For clarity, the Referrer may receive a Referral Bonus for a maximum of four (4) qualifying Referees.

The Referral Campaign runs from August 15, 2023 at 12:01 AM PST to December 28, 2023 at 11:59 PM PST, unless terminated at an earlier date by Coast Capital (the “**Referral Period**”).

#### **Referral Bonus**

To receive the Referral Bonus, the Referrer and the Referee must meet all of their respective Eligibility Requirements, and complete all of the Qualifying Criteria set out below, as applicable.

#### ***Referrer Eligibility Requirements***

To be eligible for the Referral Bonus, the Referrer must satisfy all of the following requirements:

1. If an individual, the Referrer must be of the age of majority, and must be a resident of British Columbia.
2. If a corporation, partnership, limited partnership, or limited liability partnership, the Referrer must carry on business in British Columbia, and all individuals who are partners must be of the age of majority.
3. The Referrer must have a membership, in good standing, with Coast Capital at least three (3) months prior to the Referral Period.
4. If the Referrer sends the Referral Offer by email or by a direct social media message (such as by using Facebook Messenger, Instagram direct message, or Twitter direct message), then the Referee must be an individual with whom the Referrer has a personal relationship, a family relationship, or an existing business relationship. For clarity, under Canada’s anti-spam legislation:
  - (a) “**personal relationship**” means the relationship between an individual who sends a message and the individual to whom the message is sent, if those individuals have had direct, voluntary, two-way communications and it would be reasonable to conclude that they have a personal relationship, taking into consideration any relevant factors such as the sharing of interests, experiences, opinions and information evidenced in the communications, the frequency of communication, the length of time since the parties

communicated or whether the parties have met in person. A personal relationship is limited to close relationships. It requires more than accepting someone as a friend or clicking follow on social media.

- (b) **“family relationship”** means the relationship between an individual who sends a message and the individual to whom the message is sent if those individuals are related to one another through a marriage, common-law partnership or any legal parent-child relationship, and those individuals have had direct, voluntary, two-way communication.
  - (c) **“existing business relationship”** means a business relationship between the individual or business which sends a message and the individual or business to whom the message is sent, arising from (a) the purchase or lease of a product, goods, a service, land or an interest or right in land, within the two-year period immediately before the day on which the message was sent; (b) the acceptance by the individual or business to whom the message is sent, within the period referred to in (a), of a business, investment, or gaming opportunity offered by the individual or business sending the message; (c) the bartering of anything mentioned in (a) between the individual or business which sends a message and the individual or business to whom the message is sent, within the period referred to in (a); (d) a written contract entered into between the individual or business which sends a message and the individual or business to whom the message is sent in respect of a matter not referred to in any of (a) to (c), if the contract is currently in existence or expired within the period referred to in (a); or (e) an inquiry or application, within the six-month period immediately before the day on which the message was sent, made by the individual or business which sent the message to the individual or business to whom the message is sent, in respect of anything mentioned in any of (a) to (c).
5. The Referrer must not send the Referral Offer to an individual or business if: (a) the individual or business has advised the Referrer that the individual or business does not wish to receive the Referral Offer; or (b) Coast Capital has advised the Referrer that the individual or business does not wish to receive the Referral Offer.
6. When sending the Referral Offer, the Referrer must not post or otherwise make any comments or other content that is or may be: (a) threatening, harassing, vexatious, degrading, hateful or intimidating, or that otherwise fails to respect the rights and dignity of others; (b) defamatory, libelous, fraudulent, or otherwise tortious; (c) obscene, indecent, pornographic, or otherwise objectionable; (d) protected by copyright, trademark, trade secret, right of publicity or privacy, or any other proprietary right, without the express prior written consent of the applicable owner; or (e) disrespectful of Coast Capital.

*Subject to these requirements, there is no limit to the number of Referral Offers that a Referrer may send. However, the Referrer will only be eligible for a maximum four (4) Referral Bonuses even if the number of qualifying Referee is greater than four (4).*

### **Referee Eligibility Requirements**

For the Referrer to be eligible for the Referral Bonus, the Referee must satisfy all of the following requirements:

- 1. If an individual, the Referee must be of the age of majority, and must be a resident of British Columbia.
- 2. If a corporation, partnership, limited partnership, or limited liability partnership, the Referee must carry on business in British Columbia, and all individuals who are partners must be of the age of majority.
- 3. The Referee must not have or have had a membership or account with Coast Capital within the last 5 years.

4. The Referee must apply for a Coast Capital membership via the Coast Capital online membership opening platform by entering the Referral Offer code provided by the Referrer.

#### ***Personal Membership Referee Qualifying Criteria***

For the Referrer to earn the Referral Bonus, a Referee, opening a personal membership, must complete all of the following steps of the Welcome Referral Bonus Promotion:

**Step 1:** The Referee must apply to become a new personal member with Coast Capital during the Referral Period. The Referee must do so via the Coast Capital online membership opening platform by entering the Referral Offer code provided by the Referrer. Immediately after receiving confirmation that the new personal membership has been approved, the Referee must open a new Free Chequing, Free Debit, and More Account®, Coast Chequing® Classic Account, or Coast Chequing® Prestige Account (the “**New Personal Account**”) with Coast Capital, no later than 60 days following membership approval.

**Step 2:** Within 60 days of opening the New Personal Account, the Referee must set-up and receive a recurring direct deposit into the New Personal Account. The direct deposit must originate from a single source and continue, on a recurring basis, for a minimum period of three (3) consecutive months. Only deposits with Payments Canada [transaction codes 200-399](#) and [transaction codes 600-620](#), or deposits from employers approved by Coast Capital (Doordash, Skip the Dishes, Uber, Uber Eats, Lyft, Avon, Youngliving, BC Housing, and Public Service Pension Plan) will qualify.

#### ***Business Membership Referee Qualifying Criteria***

For the Referrer to earn the Referral Bonus, a Referee, opening a business membership, must complete all of the following steps of the New Business Member Promotion:

**Step 1:** The Referee must apply to become a new business member with Coast Capital during the Referral Period. The Referee must do so via the Coast Capital online membership opening platform by entering the Referral Offer code provided by the Referrer. Immediately after receiving confirmation that the new business membership has been approved, the Referee must open a Deposit-for-free Business Account™ or One Small Fee, the Rest is Free Business Account® (a “**New Business Account**”) with Coast Capital, no later than 60 days following membership approval. No minimum balance is required.

**Step 2:** Within 60 days of opening a New Business Account, the Referee must set-up at least one recurring, pre-authorized payment, from the New Business Account, where the amount of each recurring payment is \$50 or more (the “**Pre-authorized Payment**”). The Referee must have two successful withdrawals of payments, under the Pre-Authorized Payment, clear the New Business Account within the first 90 days. For greater certainty, the Pre-Authorized Payment must be for bill, loan, mortgage, or credit card payments. Transfers of funds into other accounts with Coast Capital or other financial institutions, payments returned as NSF (not sufficient funds), or credits for the same amount with the same vendor are not eligible.

**Step 3:** Within 90 days of opening a New Business Account, the Referee must have processed not less than 15 transactions through the New Business Account. Account transfers, service fees, interest charges, and incomplete transactions will not qualify.

*Coast Capital is not obligated to open a membership, New Personal Account, or New Business Account. If, in its discretion, Coast Capital does not open a membership, New Personal Account, or New Business Account, the Referrer will not be eligible for the Referral Bonus.*

#### ***Referral Bonus Fulfillment***

**If the Referee opened a New Business Account**, the Referrer can expect payout by April 30, 2024 if all the eligibility criteria was met.

**If the Referee opened a New Personal Account**, the Referral Bonus will typically be deposited to the Referrer’s Coast Capital chequing account via electronic funds transfer within 60-90 days of Coast Capital

confirming that the Referee has fulfilled the qualifying criteria as applicable. For example, see payout schedule below:

<b>If the Referee creates a New Personal Account during one of the months below and starts criteria within the first 60 days:</b>	<b>The Referrer will receive their \$100 bonus within 60-90 days* following the criteria completion.</b>
August or September 2023	January -April 2024
October 2023	March - May 2024
November 2023	April - June 2024
December 2023	May – July 2024

*\*Your payout depends on when the Referee starts their offer criteria.*

If the Referrer does not remain a member in good standing for a minimum six (6) months after the end of the month during which the Referrer receives the Referral Bonus, then the Referrer must repay the full amount of the Referral Bonus to Coast Capital on demand by us. Without limiting Referrer's obligation to repay that amount, the Referrer hereby authorize us to deduct all or any part of that amount from the Referrer's chequing or any other account the Referrer maintain with us.

**Referral Bonus Limits**

The Referrer is limited to one Referral Bonus per qualifying Referee, up to a maximum of four (4) qualifying Referees. For clarity, the Referee may apply for a maximum of one (1) membership under this Referral Program. If a qualifying Referee is an individual and opens a joint membership or joint account with one or more other individuals, the Referrer will only qualify for one Referral Bonus for the joint membership or joint account. Persons opening an election account to be used for a political candidate's election campaign are not eligible. The Referral Bonus is not transferrable or assignable. No substitutions will be permitted.

**Referral Campaign – Privacy Notice**

Coast Capital will collect personal information from both the Referrer and Referee to administer the Referral Campaign and to determine the Referrer's eligibility to receive the Referral Bonus. This may include the information submitted as part of the Referral Program, information required to open a New Personal Account or New Business Account, and information about the New Personal Account or New Business Account. Coast Capital will not share any personal information of the Referee with the Referrer or any person related to or acting on behalf of the Referrer, including by not limited to the status of the Referee's application.

By participating in the Referral Program, the Referrer consents to Coast Capital's collection, use and disclosure of their personal information for the administration of the Referral Program, and otherwise in accordance with Coast Capital's Privacy Policy.

The Referrer also consents to Coast Capital using aggregated and anonymized information from the Referrer's personal information to generate reports regarding the Referral Campaign and entrant demographics, which reports Coast Capital may disclose to other persons provided that no identifying information is included in such reports.

**Referral Campaign – General Terms and Conditions**

Coast Capital will not be liable to any person for any damage or loss arising from, connected with, or relating to the Referral Campaign, regardless of the cause or any fault by Coast Capital or any person for whom Coast Capital is responsible, and notwithstanding that any of those persons may have been advised of the possibility of the loss or damage being incurred.

The Referral Campaign is subject to all applicable laws and regulations, and is void where prohibited by law. If any provision of these Terms and Conditions is found by any court of competent jurisdiction to be unenforceable, all other provisions will remain in full force and effect. These Terms and Conditions are governed solely by the laws of British Columbia, Canada and the federal laws of Canada applicable in

British Columbia, excluding any rules of private international law or the conflict of laws that would lead to the application of any other laws.

Any dispute between Coast Capital and the Referrer or any other person arising from, connected with, or relating to the Referral Campaign, participation in the Referral Campaign, the use or misuse of personal information provided in connection with the Referral Campaign, or any related matters (“**Disputes**”) will be resolved before the courts of British Columbia sitting in the City of Vancouver, British Columbia, Canada. The Referrer hereby irrevocably attorns to the exclusive jurisdiction of those courts in respect of all Disputes. Proceedings regarding a Dispute must be commenced within one (1) year after the event giving rise to the Dispute occurred, after which time any and all proceedings regarding the Dispute are barred.

To the fullest extent permissible by applicable law, by participating in the Referral Campaign, the Referrer agrees to indemnify and hold Coast Capital harmless against any and all third party claims arising out of or in connection with any breach by the Referrer of these Terms and Conditions or the Referrer’s participation in the Referral Campaign.

Coast Capital is not obligated to pay any of the Referral Bonus to any person, if Coast Capital is of the opinion, in its sole discretion, that such person, or any other person or group of persons connected directly or indirectly in any way with such person, is abusing or attempting to abuse the Referral Campaign or is otherwise not acting in good faith in its dealings with Coast Capital.

Coast Capital may, in its discretion, withdraw, cancel, terminate, modify, or suspend all or any part of the Referral Campaign from time to time. Any such withdrawal, cancelation, termination, modification, or suspension will not affect the Referrer or Referee if the Referrer and Referee have met the Eligibility Requirements and Qualifying Criteria, as applicable, prior to such withdrawal, cancelation, termination, modification, or suspension.

Coast Capital may, in its discretion, change, supplement, or amend these Terms and Conditions from time to time by posting amended Terms and Conditions. Any such change, supplementation, or amendment will not affect the Referrer or Referee if the Referrer and Referee have met the Eligibility Requirements and Qualifying Criteria, as applicable, prior to such change, supplementation or amendment.

**These Terms and Conditions represent the entire agreement between Coast Capital, the Referrer, and any other persons connected directly or indirectly in any way to the Referrer. Coast Capital will not be bound by or held liable for the representations, statements, or utterances of the Referrer as they relate to Coast Capital or the Referral Campaign.**

Coast Capital may, in its discretion, at any time, limit the number or aggregate amount of the Referral Bonuses. Decisions of Coast Capital regarding any and all aspects of the Referral Campaign are final and binding on all participants.