



## The "Cooperation at heart: Win to give" contest

### Contest rules

#### CONTEST PERIOD

The "Cooperation at heart: Win to give" contest (the "Contest") is organized by Caisse Desjardins Ontario Credit Union Inc. (the "Organizer") and runs from October 13, 2024, at 12 a.m. (Eastern Time) to October 19, 2024, at 12 a.m. (Eastern Time) (the "Contest Period").

#### ELIGIBILITY

This Contest is open to any individual who:

- Is 18 years of age or older on October 13, 2024
- Is a member<sup>1</sup> or not a member of Caisse Desjardins Ontario Credit Union Inc.
- Resides in Ontario

(the "Eligible Entrants")

#### Exclusions

The following individuals are not eligible to enter the Contest:

- Employees, managers, directors and officers of Caisse Desjardins Ontario Credit Union Inc., members of their immediate families (siblings, children, parents), their legal or common-law spouses, or persons with whom they reside
- Employees, managers and directors of the Fédération des caisses Desjardins du Québec, Caisse Desjardins Ontario Credit Union Inc. or the Fédération des caisses populaires acadiennes, their member caisses or credit unions or any other Desjardins Group entity, members of their immediate families (siblings, children, parents), their legal or common-law spouses, or persons with whom they reside
- Employees, managers, directors and officers of agencies or service providers involved in organizing the Contest, members of their immediate families (siblings, children, parents), their legal or common-law spouses, or persons with whom they reside

#### HOW TO ENTER

To enter, Eligible Entrants must, during the Contest Period:

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<sup>1</sup> A Desjardins member is defined as a person with an account at a Desjardins caisse affiliated with the Fédération des caisses Desjardins du Québec or as a member of Caisse Desjardins Ontario Credit Union Inc. Members must have received confirmation from an authorized Desjardins representative that their account has been opened.

- Scan a QR code in person at a [Caisse Desjardins Ontario Credit Union Inc.](#) branch.

The QR code leads to a quiz about Desjardins's cooperative nature (FORMS version). Entrants can also check out Caisse Desjardins Ontario Credit Union Inc. on Facebook, where it will post a link to the quiz (FORMS version).

- Complete the entry form with the required information.
- Submit their entry form by October 19, 2024, at 12 a.m. (Eastern Time).

**No purchase or consideration required.** To enter the Contest without purchase or consideration, Eligible Entrants must legibly hand write a letter with their first and last name, their address (including city and postal code), their telephone number, the date, and an original text of approximately 50 words on the topic of Desjardins's "cooperative nature" and mail it in an envelope with sufficient postage to "40 Elm Street, Suite 166, Sudbury ON P3C 1S8 Attention: Adam Morin." Entries without purchase or consideration must be postmarked no later than the final day of the Contest—October 19, 2024, at 12 a.m. (Eastern Time)—or they will be void. Upon receipt, the Contest entry will automatically be registered and provide 1 chance to win. Limit of 1 entry per envelope with sufficient postage. All such entries will be subject to the same terms and conditions as other entries received for the Contest. Mechanical reproductions will not be accepted. Entries are the property of the Organizer and will not be returned.

Limit of 1 entry per Eligible Entrant, regardless of the entry method used.

## **PRIZE(S)**

There are 3 prizes available, for a total value of \$3,000. The individual prize value is \$1,000.

The prizes are as follows:

- The winner will make 3 donations of \$1,000 to the charities of their choice.

Conditions:

1. The charities must be registered with the [Canada Revenue Agency](#).
2. The charities must be located in Ontario.
3. The charities must fit the Desjardins Ontario Credit Union's investment approach.

The winner must pay for anything not included in the above description.

The prize will be issued to the winner's selected charities by cheque.

## **SELECTION PROCESS**

The winner will be randomly selected by digital draw. The draw will be held on September 24, 2024, at 10 a.m. (Eastern Time) in the presence of witnesses at the offices of the Hawkesbury branch of the Desjardins Ontario Credit Union (480 Principale Street, Hawkesbury ON K6A 1A9).

The odds of winning depend on the number of valid entries received during the Contest Period.

## **GENERAL CONDITIONS**

To be declared a winner, the selected Eligible Entrant must:

- a) Be reached by phone/text/SMS by the Organizer within 2 days of the draw. The selected Eligible Entrant must be reached within 3 attempts and will have a maximum of 48 hours to reply to the message left by the Organizer, if applicable, or they will forfeit the prize. In that case, the prize will be awarded to the next Eligible Entrant randomly drawn. The same procedure will be followed until a winner is declared.
- b) Confirm that they meet the eligibility conditions and other requirements in these rules.
- c) Correctly answer, unaided, a time-limited mathematical skill-testing question that will be asked over the phone.
- d) Sign the declaration and release form ("Declaration Form") sent to them by email. The Eligible Entrant must return the form to the Organizer within 10 business days of receipt.

Should the selected Eligible Entrant fail to meet any of the above-mentioned terms or any other condition in these rules, they will be disqualified, and, at the Organizer's discretion, the prize will be cancelled or a new draw will be held for the prize, in accordance with these rules, until another Eligible Entrant is selected and declared the winner. In such a case, the same terms and conditions will apply and be adapted as necessary.

1. **Awarding of the prize.** Within 15 days of receiving the Declaration Form, the Organizer will inform the winner of how to claim the prize. Should the selected winner refuse the prize, the Organizer will be released from all obligations related to awarding the prize to the selected Eligible Entrant and may, at its discretion, cancel the prize or hold a new draw in accordance with the procedure described in the previous paragraph.
2. **Verification.** All entries and Declaration Forms may be subject to verification by the Organizer. Any entry that is incomplete, inaccurate, illegible, mechanically reproduced, mutilated, fraudulent, or registered or submitted late, or that contains an invalid telephone number or is otherwise non-compliant may be rejected and will not entitle the entrant to a prize.
3. **Disqualification.** Anyone who enters or attempts to enter this Contest by means that do not comply with these rules or that are unfair to other Eligible Entrants (e.g., via hacking or using a voting group or false names) will be automatically disqualified and may be reported to the appropriate legal authorities.
4. **Contest operation.** Any attempt to undermine the legitimate operation of this Contest constitutes a violation of civil and criminal law. If any such attempts are made, the Organizer reserves the right to reject the Eligible Entrant's entries and obtain redress under the law.
5. **Eligible Entrant identity.** For the purposes of these rules, the Eligible Entrant is the person whose name appears on the entry form and who meets the conditions set out in these rules. The prize will be awarded to this person should they be declared a winner. If a dispute arises regarding the identity of the person who submitted the entry form, the entry will be deemed to have been submitted by the authorized account holder of the email address provided at the time of entry, as applicable. "Authorized account holder" means the individual who is assigned an email address by an internet provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address.
6. **Acceptance of prizes.** Prizes must be accepted as described in these rules and cannot, under any circumstances, be transferred, in whole or in part, to anyone else, or substituted for another prize except as stipulated in these rules.

- 7. Limitation of liability.** If the Organizer is unable to award the prize as described in these rules, it reserves the right to award a similar prize of equal value or, at its sole discretion, to award the monetary value of the prize indicated in these rules. Under no circumstances will the Organizer be required to award more prizes or to award a prize other than in accordance with these rules. In the event that there are more prizes offered than Eligible Entrants, the Organizer reserves the right to cancel the additional prizes.
- 8. Limitation of liability – Use of prize.** The winner releases the Organizer and the persons on whose behalf the Contest is held from any liability for damage that may arise from entering the Contest or from accepting or using the prize. The winner acknowledges that upon receipt of the prize from the Organizer, fulfillment of prize-related obligations becomes the sole and exclusive responsibility of the various product and service providers. The winner agrees to sign a declaration and release form to this effect. The winner acknowledges that the only applicable guarantee is the usual manufacturer's warranty.
- 9. Limitation of liability – Contest operation.** The Organizer and the persons on whose behalf the Contest is held cannot be held liable for any malfunction of any computer component, software or line of communication, the loss or absence of network communication, or any transmission that is faulty, incomplete, incomprehensible or deleted by any computer or IT network and which may limit or prevent any person from reading the rules. Furthermore, the Organizer cannot be held liable for any loss or damage that may be caused, directly or indirectly, in whole or in part, by any web page, software or other download or by the transmission of any information concerning Contest entry. More specifically, if the administration, security, impartiality, integrity or operation of the Contest is corrupted or seriously affected by a virus, bug, alteration, unauthorized intervention, fraud or technical failure or for any other reason, the Organizer reserves the right to cancel, modify, extend or suspend the Contest without prior notice.
- 10. Limitation of liability – Facebook.** Eligible Entrants acknowledge and agree that Facebook is not owned or operated by the Organizer. They nevertheless acknowledge that they are subject to Facebook's terms of use. Any personal information collected for this Contest is for the exclusive use of the Organizer and will not be transmitted in any way to Facebook. The Contest is in no way sponsored, endorsed or administered by or associated with Facebook. Facebook cannot be held liable in any way for the Contest. Furthermore, by entering the Contest, Eligible Entrants agree to release Facebook and hold it harmless from any liability or claim for damages resulting from entry in the Contest.
- 11. Limitation of liability – Receipt of entries.** The Organizer and the persons on whose behalf the Contest is held cannot be held liable for entries that are lost, misdirected or late, including as a result of a postal service-related problem or any breakdown, for any reason whatsoever, of the website during the Contest Period, including any damage to an Eligible Entrant's computer or mobile device.
- 12. Limitation of liability – Situation beyond the Organizer's control.** The Organizer and the persons on whose behalf the Contest is held cannot be held liable in any way whatsoever in the event that their inability to act results from a fact or situation beyond their control, or from a strike, lockout or other labour dispute occurring in the organizations or companies whose services are used for Contest operation.
- 13. Contest changes.** The Organizer reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this Contest in whole or in part should human intervention or an event take place that could alter or affect the administration, security, impartiality or operation of the Contest as provided for in these rules. It cannot be held liable in any way should this occur.
- 14. Termination of the Contest.** If the Contest must be terminated, in whole or in part, for any reason whatsoever before the closing date provided in these rules, the Organizer may, at its

sole discretion, award the prizes by choosing from all eligible entries received up to the date of the event resulting in the termination of the Contest.

15. Under no circumstances will the Organizer be required to award more prizes or to award a prize other than in accordance with these rules.
16. **Limitation of liability – Contest entry.** By entering or attempting to enter the Contest, individuals agree to release the Organizer or the persons on whose behalf the Contest is held from any liability or damage that may result from entering or attempting to enter the Contest.
17. **Communication with Eligible Entrants.** No communications, commercial or otherwise, unrelated to this Contest will be sent to Eligible Entrants without their express consent. Any communications or correspondence will be made solely in connection with this Contest, as provided for in these rules, at the Organizer's initiative or to obtain consent to use the text from entries made without purchase or consideration.
18. **Copyright.** Eligible Entrants agree that the Organizer may use, produce and reproduce, in whole or in part, indefinitely, free of charge, and for internal purposes within Canada, the text submitted for Contest entry, without mentioning the author's name. Eligible Entrants further agree that the Organizer may translate the text, as needed, without their approval as to the accuracy of the translation. Eligible Entrants also agree that the Organizer may correct the spelling of the text, as needed.
19. **Personal information.** In order for Eligible Entrants to enter the Contest, the Organizer needs to collect, use and share some of their personal information. For more information, see the Desjardins Group's Privacy Policy at [www.desjardins.com/privacy-policy](http://www.desjardins.com/privacy-policy).

By entering the Contest, Eligible Entrants authorize the Organizer or its authorized agents to collect, use and share their personal information for the purpose of administering the Contest and awarding the prizes in accordance with applicable regulations and the Organizer's privacy policy.

By accepting the prize, subject to having given their consent, winners authorize the Organizer, the member caisses of the Fédération des caisses Desjardins du Québec and Caisse Desjardins Ontario Credit Union Inc. to collect, use, disclose and share, if necessary, their name, place of residence (city and province), prize statement, photo, likeness, voice and/or other representations and recordings featuring the Eligible Entrant in connection with the Contest, for publicity or promotional purposes, in any form of media (for example, Desjardins website, Facebook pages), without any form of remuneration or compensation. Winners grant Desjardins the right to use and reproduce, in whole or in part, any visual content it may have captured for the purposes of the Contest.

20. **Intellectual property and copyright.** By submitting a text, photo, composition, drawing or any other work (the "Work") for this Contest, the Eligible Entrant warrants that the Work is free of third-party rights, warrants that they hold all the necessary rights to the Work and authorizes its use, modification, transmission, adaptation, publication, communication or distribution in any format, media or technology including television, wireless or internet technologies. The Eligible Entrant agrees to provide, upon request, proof that they hold the intellectual property rights or copyright for the Work and to release the Organizer and hold it harmless from any claim, action or suit stemming from the use of the Work.
21. **Property.** All information and documents related to the Contest, including, but not limited to, entry forms and Declaration Forms, technical, technological and operational information, and information related to designs, computer systems, software, logos, trademarks and intellectual property, are and will remain the exclusive property of the Organizer. None of this information or documentation will be returned to Eligible Entrants.

- 22. Decisions.** All Eligible Entrants must comply with these rules and with any decisions made by the Organizer, which are final and binding.
- 23.** If a section of these rules is declared or deemed illegal, unenforceable or invalid by a court of competent jurisdiction, that section will be considered null and void, but all other sections that are not affected will be enforced to the extent permitted by law.
- 24. Contest rules.** These rules are available at <https://coop.desjardins.com/ca/your-credit-union/ontario/index.jsp>, at the front desk of Caisse Desjardins Ontario Credit Union Inc., located at 40 Elm Street, Suite 166, Sudbury ON P3C 1S8, or by request from Adam Morin.
- 25.** In the event of a discrepancy between the French and English versions of these rules, the French version will prevail.
- 26.** The Contest is subject to all applicable laws.