

Terms and conditions for member rewards program

1. GENERAL INFORMATION

- 1.1. **Loyalty Program.** The Member Rewards Program (the “Program”) is offered at the sole discretion of Gulf and Fraser Fishermen’s Credit Union, doing business as Gulf & Fraser (the “Credit Union”, “we,” “our” or “us”). The Program is available only to personal Credit Union equity share accounts (the “Equity Share Accounts”) in good standing (as defined in section 2.2 below). Equity Share Accounts held by employees of the Credit Union and individuals employed by our business partners or vendors are eligible for the Program but may be excluded from certain benefits as determined by the Credit Union from time to time in its sole discretion.
- 1.2. **General Terms and Conditions.** By enrolling in the Program, you (individually and collectively, “you,” “your,” or “Member”), agree that you have read, understood, and agree to be bound by these Program Terms and Conditions of Participation (“Program Terms”) and by any changes or modifications we may make. You should review these Program Terms and the related policies and FAQs periodically to understand the terms and conditions that apply to the Program as they may change from time to time. These Program Terms do not alter in any way the terms or conditions of any other agreement you may have with us, including any agreement for products or services. The agreements applicable to your Credit Union account(s) are issued separately.
- 1.3. **Personal Information and Privacy.** You acknowledge and agree that your participation in the Program is subject to our Privacy Policy. Please refer to our Privacy Policy for information on how we collect, use and disclose your personal information. Our Privacy Policy can be found at: www.gulfandfraser.com/privacy.
- 1.4. **Arbitration Notice and Class Action Waiver.** Please note that these terms contain an arbitration clause. Except for certain types of disputes mentioned in the arbitration clause, you and the Credit Union agree that disputes relating to these terms or your use of the Program will be resolved by mandatory binding arbitration, and you and the Credit Union waive any right to participate in a class-action lawsuit or class-wide arbitration.

2. ELIGIBILITY AND PROGRAM ENROLMENT

- 2.1. **Eligible Members.** You may enroll in the Program if you are a member of the Credit Union in good standing in accordance with section 2.2 (“Eligible Member”).
- 2.2. **Good Standing.** In addition to being a member in “good standing” in accordance with the Credit Union Rules, “good standing” also means that we have no reasons to believe that:
 - (i) you did or may commit fraud,
 - (ii) you have used or will use the Equity Share Account or the Rewards for any unlawful purpose, or caused or will cause us a loss,
 - (iii) you operate the Equity Share Account in an unsatisfactory manner or contrary to our policies, or
 - (iv) you have violated the terms of any agreement applicable to the Equity Share Account or any related service.
- 2.3. **How to Enroll.** Eligible Members may enroll in the Program in the following ways:
 - (i) By visiting <https://www.gulfandfraser.com/products/Member-Rewards-Program> (the “Website”) to learn how to enroll;
 - (ii) By registering in person at any Credit Union branch; or
 - (iii) By contacting our representative at the Member Hub.

3. HOW THE PROGRAM WORKS AND PROGRAM BENEFITS

- 3.1. **How to Earn Points.** After enrolling in the Program, Eligible Members will earn points (the “Points”) by participating in certain activities and engaging with the Credit Union’s products and services (collectively, the “Qualifiers”) as specified on the Website or at any branch. Points are awarded every month to the Eligible Member based on the Qualifiers earned with the Credit Union in that particular calendar month. Points do not carry over and are non-cumulative. In the case of an account registered jointly in the names of several persons, the Points generated by the Program will be earned only by the primary tax reporting owner of that account. You are able to earn Points and reach Program loyalty tiers (the “Tiers”). Tiers, Qualifiers, and any other types of activities that we may determine from time to time to earn Points, will be posted on the Website. You may be eligible for certain benefits and rewards applicable to that Tier, which benefits may change from time to time and may be offered on a limited basis.

- 3.2. **Calculation of Points and Reward Payment.** The Credit Union will track the number of Points earned in a calendar month by an Eligible Member, convert those to cash rewards (the "Reward") based on the Tier achieved, and deposit the reward to the Eligible Member's Equity Share Account by the 15th day of the following month in which the Points were earned. The Rewards can be used for any purpose. If there is any dispute regarding the calculation of the Points in accordance with section 3.5, or if there are any grounds to believe that the Eligible Member's Equity Share Account is not in good standing in accordance with section 2.2, the Credit Union reserves the right to amend, reverse, or not deposit the Reward into the Eligible Member's Equity Share Account.
- 3.3. **Points not Transferable.** Points may not be shared or combined with any other Eligible Member's Points. Only the Eligible Member conducting the Qualifiers may earn the Points and applicable Reward.
- 3.4. **Changes to the Program.** We reserve the right to unilaterally change the Program benefits, how you reach each Tier, how you earn Points, and how we evaluate and reward your Qualifiers, by updating the Website, without prior notice to you. We reserve the right to place limits on the number of Qualifiers that are eligible for the Program and/or the Tiers, the number or types of rewards or benefits you may receive or earn in any given Tier, in a given time period, or for the duration of the Program, and/or any combination thereof. A current version of the Program Terms is available on the Website or at any branch, which replaces all prior terms and conditions with respect to the Program.
- 3.5. **Questions about your Rewards.** If you have concerns that a Qualifier was not properly applied to your Equity Share Account, you should contact the Credit Union Member Hub via email at inquiry@gulfandfraser.com or by calling 604-419-8888. You must contact us within 60 calendar days after the date the Reward was deposited in your Equity Share Account. We are not responsible for late notifications about the Reward not being credited to an account.
4. **PROGRAM COMMUNICATIONS**
- 4.1. **Email Notifications.** By enrolling in the Program, you will be automatically subscribed to receive and consent to receiving Program-related emails from the Credit Union.
- 4.2. **Right to Unsubscribe.** You may opt-out of receiving the Credit Union's marketing emails at any time by following the instructions provided in the email, but you will still receive emails relating to your account and/or membership. Examples of these include, but are not limited to, a payout confirmation email, a new points acquisition email, or other communications that relate to your participation in the Program. If you terminate your enrollment in the Program, you will no longer receive direct Program-related communications, but you might still receive Program-related communications in our eNewsletter.
5. **CANCELLATION OF PROGRAM ENROLMENT**
- 5.1. **Cancellation by You.** If you decide you no longer want to be a part of the Program, you may cancel your enrolment in the Program at any time by contacting our Member Hub by telephone at 604-419-8888. Cancellation is effective immediately, and Points earned to date in that calendar month will automatically expire and be forfeited.
- 5.2. **Cancellation by Us.** We reserve the right to exclude you from or to discontinue your participation in the Program, in our sole discretion, including if/when you are or become ineligible for the Program or if/when we suspect any fraudulent activity. In such case, any Points earned to date will automatically expire and be forfeited, and your access to the Program and features will automatically terminate.
- 5.3. **Cancellation of the Program.** We may, in our sole discretion, cancel, modify, restrict or terminate these Program Terms, our FAQs, and/or the Program or any aspect or feature of the Program at any time. Such cancellation, modification or termination may be immediate and without notice. In the event we cancel or terminate the Program, you will be entitled to the Points earned in that month with any corresponding Reward payout to be paid in the following month.
6. **GENERAL TERMS AND CONDITIONS**
- 6.1. **Assignment.** The Credit Union may transfer its rights and obligations under these Program Terms to any company, firm or person at any time if it does not materially affect your rights under it. You may not transfer your rights or obligations under these Program Terms to anyone else. These Program Terms are personal to you and no third party is entitled to benefit under these Program Terms except as set out here.

- 6.2. Indemnity. You agree to indemnify and hold the Credit Union and its officers, directors, subsidiaries, affiliates, employees, partners, representatives, agents, licensors and their respective successors and assigns harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from your participation in the Program in violation of any law, rule, regulation or these Program Terms.
- 6.3. Limitations on Liability. We will not be liable to you for performing or failing to perform any obligation under this Agreement unless we have acted in bad faith. Without limiting the foregoing, we will not be liable to you for delays or mistakes resulting from any circumstances beyond our control, including, without limitation, acts of Governmental Authorities, national emergencies, insurrection, war, riots, failure of merchants to perform or provide services, failure of communication systems, or failures of or difficulties with our equipment or systems. Also without limiting the foregoing, we will not be liable to you for any delay, failure or malfunction attributable to any Internet service, any payment system or any customer service function. In the event that we are held liable to you, you will only be entitled to recover your actual and direct damages. In no event will you be entitled to recover any indirect, consequential, exemplary or special damages (whether in contract, tort, or otherwise), even if you have advised us of the possibility of such damages.
- 6.4. No Waiver. If we delay exercising or fail to exercise or enforce any right available to us under these Program Terms, such delay or failure does not constitute a waiver of that right or any other rights under these Program Terms.
- 6.5. Interpretation. In these Program Terms, unless the context requires otherwise: i) any phrase introduced by the words "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words; and ii) references to the singular include the plural and to the masculine include the feminine, and in each case vice versa.
- 6.6. Notices. Unless otherwise specifically indicated, all notices given by you to us must be given to the Credit Union's Member Hub at inquiry@gulfandfraser.com or by visiting a branch. We may give notice to you at the e-mail address or the mailing address you provide to us when you enroll in the Program. Notice will be deemed received and properly served immediately when an e-mail or other electronic communication is sent or if mailed, on the third business day following the mailing thereof. In proving the service of any notice via email, it will be sufficient to prove that such e-mail was sent to the specified e-mail address of the addressee.
- 6.7. Entire Agreement. These Program Terms and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to their subject matter. We each acknowledge that neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these Program Terms or the documents referred to in them.
- 6.8. Governing Laws. These Program Terms shall be governed and construed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
- 6.9. Arbitration. Subject to Section 6.10, you and the Credit Union waive any constitutional and statutory rights to go to court and have a trial in front of a judge or a jury. Rather, you and the Credit Union elect to have claims and disputes resolved by arbitration. If we are unable to resolve a dispute, then either of us may refer the matters in dispute for determination by arbitration in Vancouver, British Columbia by a single arbitrator in accordance with the provisions of the Arbitration Act (British Columbia). A decision of the arbitration shall be final and binding on the parties. Each party shall bear their own costs for participation in the arbitration, except for any external costs of conducting the arbitration, including the arbitrator's costs, which shall be borne equally between them.
- 6.10. Class Action Waiver. Where permitted under the applicable law, you and the Credit Union agree that each may bring claims against the other only in your or our individual capacity and not as a plaintiff or class member in any purported class or consolidated action. If, however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor the Credit Union are entitled to arbitration; instead all claims and disputes will be resolved in a court as set forth in section 6.11 below.
- 6.11. Exclusive Venue. Any action or proceeding arising out of or relating to the Program and under these Program Terms will be instituted in the courts of the province of British Columbia, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding.
- 6.12. Severability. If any provision of these Program Terms is found unenforceable, then that provision will be severed from these Program Terms and not affect the validity and enforceability of any remaining provisions.



Power your possible™