# SUNSHINE COAST CREDIT UNION PROMOTIONAL RATE OFFER TERMS AND CONDITIONS

Version Date: [08.17.24]

#### **Promotion Overview**

From October 1, 2024, to January 15, 2024 (the "Promotion Period"), members of SCCU may earn a promotional annual interest rate of **4.00%** (the "Total Promotional Rate") on new deposits made to their "PEAK Elevate High Interest Savings Account" with SCCU (a "PEAK HISA") up to \$1,000,000 (the "Promotional Rate Offer"). By participating in this promotion, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.

#### Offer Terms and Conditions

To be eligible for the Promotional Rate Offer, you must satisfy all of the following requirements:

- 1. If you are an individual, you must be of the age of majority in British Columbia.
- 2. You must be a resident of British Columbia.
- Funds must be new to SCCU. New funds are defined as any new funds deposited in the last 30 days. Funds that have left SCCU and returned within the 30 days are not considered new funds.

To qualify for the Promotional Rate Offer, you must complete all of the following during the Promotion Period:

- 1. You must open a PEAK HISA.
- 2. You must make a deposit of at least \$5,000 into your newly opened PEAK HISA within 30 days opening your PEAK HISA and you must maintain a minimum balance of \$5,000 in your PEAK HISA for the remainder of the Promotion Period.

The Total Promotional Rate is a combination of SCCU's regular posted annual interest rate for the "Elevate High Interest Savings Account" (the "Regular Rate"), as displayed from time to time at any SCCU branch and available online at <a href="https://www.sunshineccu.com/rates">www.sunshineccu.com/rates</a>, plus a promotional annual interest rate of 2.40% ("Promotional Rate").

Interest on a PEAK HISA is calculated as follows during the Promotion Period: (a) Regular Rate interest is calculated on each day's PEAK HISA full closing balance; and (b) Promotional Rate interest is calculated on each day's PEAK HISA full closing balance up to a balance limit of \$1,000,000. During the Promotion Period, Regular Rate and Promotional Rate interest earned is calculated daily and paid monthly on the last business day of the month.

After the Promotion Period, the PEAK HISA, including deposits made during the Promotional Period, will earn interest at the Regular Rate and the Total Promotional Rate and Promotional Rate will not apply.

The Total Promotional Rate, Regular Rate and Promotional Rate interest may change at any time without advance notice.

## **Promotional Rate Offer Limits**

Each person is limited to only one Promotional Rate Offer. Persons opening an election account to be used for a political candidate's election campaign are not eligible. Joint accounts and joint memberships are only eligible for one Promotional Rate Offer. The Promotional Rate Offer is not transferrable or assignable and no substitutions will be permitted, unless otherwise determined by SCCU.

## **Privacy Notice**

SCCU will collect personal information from you to administer this promotion and to determine your eligibility to receive the Promotional Rate Offer. This may include the information you submit as part of this promotion and information required to open your PEAK HISA.

By participating in this promotion, you consent to SCCU's collection, use and disclosure of your personal information for the administration of this promotion, and otherwise in accordance with SCCU's Privacy Policy.

SCCU may transfer personal information that we collect or that you provide as described in these Terms and Conditions to contractors, service providers and other third parties we use to support our business (such as service providers that assist us with cloud-based data storage) and who are contractually obligated to keep personal information confidential, use it only for the purposes for which we disclose it to them, and to process the personal information with substantially the same standards set out in SCCU's Privacy Policy.

SCCU may process, store and transfer your personal information in and to the United States, which has different privacy laws that may or may not be as comprehensive as Canadian law. In these circumstances, the governments, courts, law enforcement or regulatory agencies of the United States may be able to obtain access to your personal information through the laws of the United States. Whenever we engage a service provider, we require that its privacy and security standards adhere to SCCU's Privacy Policy and applicable Canadian privacy legislation.

You are welcome to contact us to obtain further information about our policies regarding service providers outside of Canada.

By participating in this promotion, you also consent to SCCU using aggregated and anonymized information from your personal information to generate reports regarding this promotion and entrant demographics, which reports SCCU may disclose to other persons provided that no identifying information is included in such reports.

## General

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

This promotion is subject to all applicable laws and regulations and is void where prohibited by law. If any provisions of this promotion are 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 SCCU and you or any other person arising from, connected with, or relating to this promotion, participation in this promotion, the use or misuse of personal information provided in connection with this promotion, or any related matters ("**Disputes**") will be resolved before the courts of British Columbia sitting in the City of Vancouver, British Columbia, Canada, and you hereby irrevocably attorn to the exclusive jurisdiction of those courts in respect of all Disputes. Proceedings regarding a Dispute must be commenced within one 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 this promotion, you agree to indemnify and hold SCCU harmless against any and all third-party claims arising out of or in connection with any breach by you of these Terms and Conditions or your participation in this promotion.

SCCU is not obligated to pay any of the Promotional Rate Offer to any person, if SCCU 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 this promotion or is otherwise not acting in good faith in its dealings with SCCU.

SCCU may, in its discretion, withdraw, cancel, terminate, modify, or suspend all or any part of this promotion from time to time, and change, supplement, or amend these Terms and Conditions from time to time by posting amended terms and conditions. Notwithstanding the foregoing, any person who is eligible and qualifies for the Promotional Rate Offer, shall receive the Promotional Rate Offer on the on the terms and conditions in effect at the time such person became eligible and qualified for the Promotional Rate Offer.

The Promotional Rate Offer and these Terms and Conditions do not, in any way, affect the fees related to the operation of any of SCCU's personal memberships, card products or credit services.

You are solely responsible for any tax consequences arising from or in connection with the Promotional Rate Offer.

All dollar amounts mentioned are in Canadian dollars.

SCCU may, in its discretion, at any time limit the number or aggregate amount of the Promotional Rate Offer. Decisions of SCCU regarding any and all aspects of this promotion are final and binding on all persons participating in this promotion.