

The 2024 Prairie Wonders Calendar Contest

OFFICIAL RULES AND REGULATIONS

1. Prairie Wonders Calendar Contest (the “Contest”) is being conducted by Westoba Credit Union Ltd. (the Contest Sponsor). A copy of these official rules and regulations (the “Rules”) are available at www.westoba.com

The Contest entry period begins at 9:00 AM Central Standard Time (“CST”) on April 3rd, 2023, and closes at 11:59 PM CST on May 1st, 2023 (the “Entry Period”). At the close of the Entry Period, the entries will be judged by a panel as described below. There are twelve prizes (the “Prizes”) to be won. No purchase necessary to enter. Void where prohibited.

2. ELIGIBILITY: To enter the Contest, you (each, an “Entrant”) must be a legal resident of Manitoba, and you must submit a photographic image (traditional or digital – recommended) of a Prairie Wonder in Manitoba (prairie wonders are categorized as places in Manitoba that showcase the prairies rural and urban beauty) for a chance to win the Prizes described below. Employees and their parents, siblings and children, and persons domiciled with an employee of the Contest Sponsor, its agents, parent, affiliated or related companies, subsidiaries, divisions, prize sponsors, and promotional and advertising agencies and administrators, are eligible to enter, and eligible to win.

3. HOW TO ENTER: During the Entry Period, visit westoba.com, complete and submit the entry form with your photograph, full name of who took the photograph, address, telephone number and email address. The Submission must be original. The entrant has the option to add a description or a caption for a photo, this may or not be included in the calendar.

The Submission must be submitted by:

1. By filling out the form online, this gives the Entrant’s permission and acceptance of the form submitted online by the photographer or their parent or legal guardian;
2. By mail; Please send the submission, along with a signed handwritten Declaration Of Use to Westoba Credit Union, Marketing and Communications, 220 10th Street, Unit C, Brandon, MB, R7A 4E8.

Limit of three (3) entries per Entrant. Each entrant is eligible to win only once. If it is discovered by the Contest Sponsor (using any evidence or other information made available to or otherwise discovered by the Contest Sponsor) that any Entrant has attempted to: (i) exceed the foregoing limit on entries; and/or (ii) use multiple names, watermarks, identities, email addresses to enter or otherwise participate in or to disrupt this Contest; then he/she may be disqualified from the Contest.

An entry may be rejected if the entry is not fully completed with all required information and submitted and received in accordance with these Rules during the Entry Period. The Contest Sponsor is not responsible for late, lost, misdirected, delayed, incomplete or incompatible entries (all of which are void). The sole determinant of the time for the purposes of this Contest will be the Contest server

machine(s). The Contest Sponsor reserves the right to reject and disqualify any entry if it discovers that any information provided is false. The Contest Sponsor reserves the right to reject any entry of any Submission that the Contest Sponsor deems not to be in keeping with the policies, goals and/or guiding principles of the Contest, or that the Contest Sponsor learns has been previously published, entered into any other contest, and/or won any other prize/award.

The Contest Sponsor will initially screen every Submission and not all Submissions will be found valid as set forth in these Rules. Any Submission that the Contest Sponsor deems, at any time, violates the terms and conditions set forth in these Rules, will be invalid.

4. PRIZES. There are twelve (12) Prizes consisting of a gift card. There are twelve (12) \$60 gift card prizes awarded to Calendar page winners. The Prize must be accepted as awarded. The Prize may not be substituted or transferred. Employees and their families are eligible for the prize.

IMPORTANT NOTE: In the event the Winner, and parent or legal guardian refuses to complete the Prize Winner Release form (described below) or if the Winner refuses to accept the Prize as awarded, the Winner will be disqualified and the Prize will be forfeited.

5. JUDGING TO SELECT WINNERS. By May 31st, 2023, a panel of judges appointed by the Contest Sponsor (the “Judges”) will review all eligible entries received during the Entry Period. The Judges will review and assign a score to each Submission based on creativity and artistic merit in the submission.

The twelve (12) Entries who receive the highest scores will be selected as Winners. The odds of winning will depend on the total number of eligible entries received during the Entry Period and the caliber of the Submissions associated with such entries based on the above judging criteria.

The Contest Sponsor will attempt to contact each Winner by e-mail and/or telephone within 3 days after the panel judging described above. Before being confirmed as a Winner, you will be required to sign and return within the time stipulated by the Contest Sponsor, a full release and indemnity form (the “Prize Winner Release”) stating, among other things, a release to the Contest Sponsor, its officers, directors, employees, agents, representatives, successors and assigns (collectively, the “Released Parties”) from any and all liability of any kind arising out of the Winner’s acceptance, receipt and use of the Prize.

In the event that the Winner does not comply with all the provisions as contemplated in these Rules, the Contest Sponsor shall have the right to disqualify the potential Winning Submission, and the Entry that received the next highest score will become the new potential Winner, and the Contest Sponsor shall be fully and completely released and discharged from any liability or responsibility in this regard. The provisions and procedures referred to above relating to the selection, notification and confirmation of the potential Winner shall be applied, with the necessary amendments, until the potential Winner has been duly selected.

Sponsor reserves the right to edit or modify any Submission, or to request a Winner to modify, edit and/or re-submit his or her Entry, in order to ensure that the Entry complies with these Rules, or for any other reason.

Before becoming a confirmed Winner, each potential Winner will be required to:

1. Sign and return within the time stipulated by the Contest Sponsor, a full release and indemnity form stating that, among other things, he/she: (i) has read and understood these Rules; (ii) grants all consents required (including, without limitation, granting the Contest Sponsor the right to place his/her name, photograph and other likeness and post and/or broadcast his/her Entry as contemplated in these Rules); (iii) authorizes the Contest Sponsor to broadcast, publish and disseminate his/her name, city of residence, photograph, likeness, sobriquet, voice and Entry in connection with any promotion or publicity, and/or for general news, entertainment and information purposes at no additional compensation to potential Winner; and (iv), the Contest Sponsor shall have the right to disqualify such potential Winner and the Entry provided in the submission of the potential Winner that obtained the next highest score shall be selected as a new potential Winner and the Released Parties shall be fully and completely released and discharged from any liability or responsibility in this regard. The provisions and procedures referred to above relating to the selection and notification of Winners shall be applied, with the necessary amendments, until all twelve (12) qualified Winners have been duly selected, but in any event, no later than June 9th, 2023.

6. PHOTO SUBMISSION GUIDELINES. Any Entrant whose Submission involves anything illegal will be disqualified from the Contest and will have no chance of winning. Make sure your Submission is original and does not include any third party's proprietary content, including trademarks or copyrighted content. Contest Sponsor, in its sole discretion, may disqualify any Entrant who uses third party proprietary content. Entries must not include any illegal, defamatory or in any way obscene content. Submissions cannot be a parody or derogatory. (See section 12)

By entering this Contest, each Entrant:

1. represents that his/her Entry is her or her original work and does not infringe on any third party's copyright, trade-mark or other intellectual property rights;
2. grants that he/she has all necessary rights from any third party that appears, or is mentioned, in the Submission, including those from the parent or legal guardian if a third party is under the age of majority;
3. grants the Contest Sponsor an unlimited, royalty free, irrevocable, right and license to reproduce, and/or post the Submission in any form of media now known or hereinafter developed, including, without limitation, on the Westoba Credit Union Website, the Westoba Credit Union social networking pages;
4. waives all moral rights in the Submission in favour of the Contest Sponsor;
5. agrees to release, indemnify, discharge and hold harmless the Released Parties from any claim or liability arising from or related to the Submission and/or his/her participation in this Contest; and
6. Consents to the publication and/or use, in any medium of the Entrant's Submission, name, city of residence, photograph and/or image for publicity purposes carried out by the Contest Sponsor or its advertising and promotional agencies without payment or compensation of any

kind. Contest Sponsor assumes no responsibility for any claims against infringement of the right of privacy with respect to any Entry submitted.

8. By entering this Contest, the Entrants and participants automatically agree to accept and abide by these Rules. All decisions of the Contest Sponsor and the Judges with respect to any aspect of this Contest including, without limitation, the eligibility of entries, and votes, are final and binding on all Entrants in all matters as they relate to this Contest.

9. All entries become property of Contest Sponsor who will who assume no responsibility for garbled, lost, late, delayed, destroyed or misdirected entries, votes, email or any computer errors or malfunctions.

Contest Sponsor does not assume any responsibility for incorrect or inaccurate capture of entry or vote information, technical malfunctions, human error which may occur in the processing of the entries or votes in this Contest, or technical error, seeding or printing errors, lost, delayed or garbled data or transmissions, omission, interruption, deletion, defect or failures of any telephone or computer line or network, computer equipment, software or any combination thereof. Entry materials or data that have been tampered with or altered are void.

If for any reason, in the opinion of the Contest Sponsor, the Contest is not capable of running as originally planned, or if the administration, security, fairness, integrity or the proper conduct of the Contest is corrupted or adversely affected, including by reason of tampering, unauthorized intervention, fraud, technical failures or any other causes beyond their control, Contest Sponsor reserves its right to cancel, terminate, modify, amend, extend or suspend the Contest and select a winner from previously received eligible entries.

Contest Sponsor reserves the right to modify the Rules without materially affecting the terms and conditions hereof. The Contest Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Rules or otherwise in a disruptive manner. Contest Sponsor shall not be held responsible for any errors or negligence that may arise or occur in connection with the Contest including any damage to an Entrant's computer equipment, system, software or any combination thereof, from downloading any material from the Westoba Credit Union Website.

10. Contest is subject to all applicable federal, provincial, and municipal laws and regulations. By entering this Contest, each Entrant consents to the collection, use, and distribution of his or her personal information (information that identifies an Entrant as an individual, such as home telephone number, age, and home address) by the Contest Sponsor for the purposes of implementing, administering, and fulfilling this Contest. Contest Sponsor will not sell or transmit this information to third parties except for the purposes of administering this Contest. By entering the Contest, Entrants consent to the manner of collection, use and disclosure of personal information as set out in Westoba Credit Union's Privacy Policy, which is available at:

<https://westobacu.com/legal/privacy/>

Any inquiry concerning the personal information held by the Contest Sponsor should be addressed to Westoba Credit Union, Attn: Privacy Officer, 220 10th Street Unit C Brandon MB, R7A 4E8.

11. In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest related materials, including but not limited to the Contest entry form, or point of sale, radio, television, print or online advertising, the terms and conditions of these Contest Rules shall prevail, govern and control.

12. All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans, and representations are owned by the Contest Sponsor and/or its affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.