

Terms and Conditions: Servus Feel Good Movement

Initiative Sponsor:	Servus Credit Union Ltd.
Initiative Name:	Servus Feel Good Movement

The Initiative is governed by the terms and conditions set forth below. As nominees, you agree to abide by these terms and conditions and the decisions of the Initiative Sponsor. You also agree to comply with all applicable laws.

Nomination Period

Nominations Open:	June 16, 2020
Nominations Close:	October 31, 2020

Nominations must be received by the Initiative Sponsor by the Nomination Close Date in order to be eligible.

Definitions

Nominator:	The individual sharing the story of an individual, business and non-profit organization for the opportunity to receive a gift.
Nominee:	All individuals, business and non-profit organizations whose stories have been submitted.

How to Participate: No purchase necessary.

To be eligible for a Feel Good Movement Gift, the Initiative Sponsor must receive a nomination outlining why the nominee should be chosen. Nomination forms are located at servus.ca/feel-good-movement/nominate

Eligibility Requirements

- It's the responsibility of the nominator to inform and get permission from the nominee to share the nominee's story and contact information with the Initiative Sponsor.
- The Initiative is open to any individual aged 18 years and older, business or non-profit organization domiciled within the Province of Alberta or Lloydminster, Saskatchewan, including. Employees, retirees or representatives of the Initiative Sponsor or their respective affiliates, subsidiaries, related companies, agents, associates, dealers, representatives, advertising or promotional agencies or members of the immediate families of those employees and retirees or any persons with whom they are domiciled. For the purpose of this Initiative, "member of the immediate families" is defined as sibling, spouse, mother, father, grandparents, step -mother/father, brother, sister, son and/or daughter.
- Employees serving on the selection committee and their immediate families or persons with whom they are domiciled are not eligible to receive a gift under the Initiative.
- The Initiative Sponsor shall have the right at any time to require proof of identity and/or eligibility to participate in the Initiative. Failure to provide such proof may result in ineligibility.
- All personal and other information requested by and supplied to the Initiative Sponsor for the purpose of the Initiative must be truthful, complete, accurate and in no way misleading.
- The Initiative Sponsor may at any time in their sole discretion disqualify any nominee who: does not meet The Initiative eligibility criteria, fails to comply with these Terms and Conditions, attempts to enter The Initiative in any manner or through any means other than as described in these Terms and Conditions, attempts to disrupt The Initiative or attempts to circumvent any of these Terms and Conditions.

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Gifts

- The Servus Feel Good Movement will provide at least one hundred (100) personalized gifts up to \$1,000 in value to selected nominees.
 - Nominees will be selected and contacted throughout the course of the initiative until all one hundred nominees are final and gifted.
 - In consultation with each selected nominee, delivery details will be arranged. This can include anything from the Initiative Sponsor delivering directly to the nominee's location, the nominee picking up the gift, a courier delivering the gift, etc.
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Selection Process

- All eligible nominations will be evaluated by a selection committee comprised of Initiative Sponsor employees. The committee will regularly review and vote on final nominees based on the nominators answer to the question "*Why do they need help feeling good and/or how have they been helping others during these tough times*".
 - The odds of being a selected nominee are dependent on the total number of eligible nominations received and at the decision of the Initiative Sponsor's selection committee. All decisions made by the committee are final. The selected nominees will be verified and then contacted by an Initiative Sponsor representative by telephone. In the event that a selected nominee cannot be contacted within forty-eight (48) hours, despite customary diligent efforts, they will be disqualified, and another nominee chosen. The initial selected disqualified potential nominee(s) will have no recourse toward the Initiative Sponsor.
 - If a potential nominee cannot accept the gift as provided for any reason, his or her nomination will be forfeited, and another eligible nominee may be selected.
 - The Gift must be accepted as provided and cannot be transferred to another person, substituted for another gift or exchanged in whole or in part for cash.
 - Under no circumstances will the Initiative Sponsor, its affiliates, subsidiaries, and independent contractors, or their respective directors, officers, employees, and agents, advertising and promotion agencies be required to provide more Gifts than what is indicated in these Initiative Terms and Conditions or provide the Gift other than in accordance with these Initiative Terms and Conditions.
 - The selected nominee is solely responsible for payment of any applicable taxes and reporting any taxable income associated with the gift and should confer with their own tax specialist to confirm this is the case for their own specific tax situation.
 - By providing a nomination, the nominator understands that the Initiative Sponsor reserves the right to approve the nominee and that the nominator will not be entitled to any taxable benefit associated with the gift.
 - In order to receive their gift, selected nominees must:
 - Produce valid identification and, if requested by the Initiative Sponsor, proof of age and photo identification.
 - Sign a Declaration of Compliance with Terms and Conditions and Assignment, Release and Indemnity Form releasing the Initiative Sponsor, their affiliates and advertising and promotion agencies from any liability in connection with The Initiative, the gift provided and any goods or services for which it may be redeemed.
 - If the above requirements are not met, the selected nominee will be disqualified and another nominee will be selected in their place, who shall be subject to disqualification in the same manner.
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Conduct

By participating in the Initiative, each Nominator and Nominee agrees to be bound by these Terms and Conditions. Nominators and Nominees further agree to be bound by the decisions of the Initiative Sponsor, which shall be final and binding in all respects. The Initiative Sponsor reserves the right, in their sole discretion, to disqualify any nominator or nominee found to be: (a) violating these Terms and Conditions; (b) tampering or attempting to tamper with the nomination process or the operation of The Initiative; (c) violating the terms of service, conditions of use and/or general terms and conditions or guidelines of the Initiative Sponsor; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

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Disclaimers, Liability, and Identification

By participating in the Initiative, you release and agree to indemnify and hold harmless the Initiative Sponsor and its employees, directors, officers, affiliates, agents, judges, and advertising and promotional agencies from any and all damages, injuries, claims, causes of actions, or losses of any kind resulting from your participation in the Initiative or receipt or use of any gift.

By participating in the Initiative, you further agree to indemnify and hold harmless the Initiative Sponsor and their employees, directors, officers, members, affiliates, agents, judges, and advertising and promotional agencies from any and all damages, injuries, claims, causes of actions or losses of any kind (including actual legal fees and expenses) arising from or related to: (a) your failure to comply with any of these Terms and Conditions; (b) any misrepresentation you make under these Terms and Conditions or otherwise to the Initiative Sponsor; or (c) your participation in the Initiative. The Initiative Sponsor shall have no liability for any loss or damage resulting directly or indirectly from your participation in the Initiative.

The Initiative Sponsor is not responsible for: (1) incorrect or inaccurate transcription of nomination information or late, lost, incomplete, misdirected nominations, or nominations received through impermissible or illegitimate channels; (2) technical failures of any kind, including without limitation the malfunctioning of any telephone, computer, network, hardware or software; (3) the unavailability or inaccessibility of any service; (4) unauthorized human intervention in any part of the entry process or the Initiative; (5) electronic or human error which may occur in the administration of the Initiative or the processing of nominations; or (6) any injury or damage to persons or property, including without limitation your computer, which may be caused, directly or indirectly, in whole or in part, from your participation in the Initiatives. The Initiative Sponsor will not be liable to you for any indirect, special, consequential, or punitive damages in connection with the Initiative or these Terms and Conditions.

Privacy/Use of Personal Information

By participating in The Initiative a nominee: (a) grants to the Initiative Sponsor the right to use his/her name, mailing address, telephone number, and e-mail address ("Personal Information") for the purpose of administering The Initiative, including but not limited to contacting the selected nominee and fulfilling gifts; and (b) acknowledges that the Initiative Sponsor may disclose the nominees Personal Information to third-party agents and service providers of any of the Initiative Sponsor in connection with any of the activities listed in (a) above. The Initiative Sponsor will use the nominees Personal Information only for identified purposes, and protect the nominees Personal Information in a manner that is consistent with the Initiative Sponsor's Privacy Policy as outlined at <http://www.servus.ca>.

Termination

If for any reason the Initiative Sponsor cannot run the Initiative as planned, (including as a result of: no nominations received, bugs, tampering, unauthorized intervention, fraud, technical failures, infection by computer virus or any other cause that corrupts, impairs or affects the administration, security, fairness, integrity, or proper conduct of the Initiative) The Initiative Sponsor reserves the right to cancel, modify, extend or suspend the Initiative. In that event, the Initiative Sponsor may provide a gift at random from among the eligible nominations received up to the time of the impairment or cancel the Initiative.

Law

These Terms and Conditions constitute the complete terms associated with the Initiative. The Initiative is subject to applicable federal, provincial and municipal laws and regulations. These Terms and Conditions are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Initiative Sponsor. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions or the rights and obligations as between the nominee and the Initiative Sponsor in connection with the Initiative shall be governed by and construed in accordance with the laws of the province of Alberta.

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Disputes

To the fullest extent permitted by law, all disputes, claims and causes of action arising out of or connected with the Initiatives, gifts or these Terms and Conditions will be resolved individually, without resort to any form of class action, and exclusively by the appropriate court of the Province of Alberta, Canada, in Edmonton, Alberta.

Language Discrepancy

In the event of any discrepancy or inconsistency between the terms and conditions of these Terms and Conditions and disclosures or other statements contained in any materials related to the Initiative, including but not limited to point of sale, print or online advertising, these Terms and Conditions shall prevail, govern and control.

General Terms and Conditions

- The Initiative Sponsor will not enter into correspondence with any nominee except with a selected nominee and at the Initiative Sponsor's own initiative.
 - The decisions of the Initiative Sponsor in relation to the Initiative will be final and binding.
 - The Initiative Sponsor reserves the right to disqualify nominees and/or nominations that do not comply with these Terms and Conditions.
 - The Initiative Sponsor will be the sole and final reference source in validating a Gift claim.
 - Receiving a gift is contingent on fulfilling all the requirements set forth herein.
 - Mass nominations, automated nominations, and any nominations or gift claims that are late, incomplete, fraudulent, illegible, unidentified or delayed will be void. Proof of submission of nomination does not constitute proof of receipt.
 - Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision. Without limiting the generality of the foregoing, the Initiative Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.
 - The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision. If any provision of these Terms and Conditions is determined to be invalid or otherwise unenforceable, then these Terms and Conditions shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.
 - Should a selected nominee make any false statement(s) in any document referenced above, the nominee may be required to promptly return to Initiative Sponsor his/her gift, or the cash value thereof.
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