

## COAST CAPITAL SAVINGS FEDERAL CREDIT UNION

### 2020 COAST BUSINESS VISA CARD OFFER

#### TERMS AND CONDITIONS

Version date: August 20, 2020

The 2020 Coast Business Visa Card Offer is offered by Coast Capital Savings Federal Credit Union ("**Coast Capital**") and is referred to in these Terms and Conditions as the "**VISA Offer**".

By participating in the VISA Offer, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.

#### **VISA Offer**

The VISA Offer runs from June 15, 2020 at 12:01 AM PST to December 31, 2020 at 11:59 PM PST, unless terminated at an earlier date by Coast Capital (the "**Offer Period**").

If, during the Offer Period, a member applies and is approved for a Coast Business Visa Card and if the member meets the Eligibility Requirements, then the member will receive a \$60 reimbursement, from Coast Capital, of the member's first year annual fee on the member's first card (the "**Refund Bonus**").

#### ***Eligibility Requirements***

To be eligible for the VISA Offer, you must satisfy the following criteria (the "**Eligibility Requirements**"):

1. If you are an individual, you must be of the age of majority, and you must be a resident of British Columbia.
2. If you are a corporation, partnership, limited partnership, or limited liability partnership, you must be carrying on business in British Columbia, and all individuals who are partners must be of the age of majority.
3. You must be a member with Coast Capital.
4. You must apply and be approved for a Coast Business Visa Card by Desjardins Group ("**Desjardins**").

Desjardins is not obligated to approve you for a new Coast Business Visa Card. If, in its discretion, Desjardins does not approve you for a new Coast Business Visa Card, then you will not be eligible for the Refund Bonus. Joint Accounts and Joint Memberships are only eligible for a single Refund Bonus.

#### ***VISA Offer Fulfillment***

The Refund Bonus will typically be deposited to your Coast Capital business chequing account via electronic funds transfer within 30 days after you are approved for a Coast Business Visa Card.

#### ***VISA Offer Limits***

Each individual or business is limited to one Refund Bonus under this VISA Offer. This Refund Bonus is not transferrable or assignable. No substitutions will be permitted. This Refund Bonus may be combined with other offers.

#### **VISA Offer – Privacy Notice**

Coast Capital will collect personal information from you to administer the VISA Offer and to determine your eligibility to receive a Refund Bonus. This may include the information you submit as part of the VISA Offer and information required to apply for a new Coast Business Visa Card.

By participating in the VISA Offer, you consent to Coast Capital's collection, use and disclosure of your personal information for the administration of the VISA Offer, and otherwise in accordance with Coast Capital's Privacy Policy.

You also consent to Coast Capital using aggregated and anonymized information from your personal information to generate reports regarding the VISA Offer and entrant demographics, which reports Coast Capital may disclose to other persons provided that no identifying information is included in such reports.

**VISA Offer – General Terms and Conditions**

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

The VISA Offer is subject to all applicable laws and regulations, and is void where prohibited by law. If any provision of these Terms and Conditions is 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 Coast Capital and you or any other person arising from, connected with or relating to the VISA Offer, participation in the VISA Offer, the use or misuse of personal information provided in connection with the VISA Offer, 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 the VISA Offer you agree to indemnify and hold Coast Capital 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 the VISA Offer.

Coast Capital is not obligated to pay any Offer Bonus to any person, if Coast Capital 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 the VISA Offer or is otherwise not acting in good faith in its dealings with Coast Capital.

Coast Capital may, in its discretion, withdraw, cancel, terminate, modify, or suspend all or any part of the VISA Offer from time to time. Any such withdrawal, cancellation, termination, modification, or suspension will not affect you if you have met the Eligibility Requirements prior to such withdrawal, cancellation, termination, modification, or suspension.

Coast Capital may, in its discretion, change, supplement, or amend these Terms and Conditions from time to time by posting amended Terms and Conditions. Any such change, supplementation, or amendment will not affect you if you have met the Eligibility Requirements prior to such change, supplementation or amendment.

Any reference to funds, moneys, or currency in these Terms and Conditions will be in Canadian dollars unless explicitly stated otherwise.

Coast Capital may, in its discretion, at any time limit the number or aggregate amount of Refund Bonuses offered.

Decisions of Coast Capital regarding any and all aspects of the VISA Offer are final and binding on all participants.