



## **RULES**

### **2020 Scholarship Program – Desjardins Ontario Credit Union**

**Rules modified March 26, 2020**

**Changes are indicated in red**

#### **PROGRAM PERIOD**

The 2020 Scholarship Program is organized by Desjardins Ontario Credit Union (the "Program Organizer"). The program runs from 12:00 a.m. ET on March 1, 2020 to 11:59 p.m. ET on **April 15, 2020** (the "Program Period").

#### **ELIGIBILITY**

The program is open to students of all ages who are enrolled full-time in a university, college or vocational school for the summer or fall 2020 semester and who are members of Desjardins Ontario Credit Union on **April 15, 2020**.

Family members of Desjardins Ontario Credit Union board members and employees are eligible if they meet these same conditions.

(the "Eligible Entrants").

#### **Exclusions**

Full-time permanent employees and board members of Desjardins Ontario Credit Union are not eligible for the program.

#### **HOW TO ENTER**

To enter, Eligible Entrants must submit their application between March 1 and **April 15, 2020** by filling out the form at [www.desjardins.com/scholarships](http://www.desjardins.com/scholarships).

Limit one (1) entry per Eligible Entrant.

#### **PRIZES**

There are 25 scholarships of \$1,000 each to be won for a total of \$25,000, regardless of level or field of study.

The scholarships will be awarded by cheque from the caisse advisor or through direct deposit no later than August 31, 2020.

#### **DRAW**

The winner will be randomly selected by manual draw. The draw will take place Monday, April 27, 2020, at 11:00 a.m. ET in the presence of employees and the Member/Client Communications and Experience manager at the offices of the Program Organizer, located at 520 Montreal Road in Ottawa.

The odds of winning depend on the number of eligible entries received during the Program Period.

## GENERAL CONDITIONS

1. To be declared a winner, the selected Entrant must:

- a) Be reached by telephone or email by the Program Organizer within fifteen (15) days of the draw. The selected Entrant must be reached within two (2) attempts and will have forty-eight (48) hours to return the Program Organizer's call or to reply to the email after receiving a voicemail or an email from the Program Organizer, if applicable, failing which they will forfeit the prize;
- b) Confirm that they have met the eligibility conditions and other requirements in these program rules;
- c) Correctly answer, unaided, a time-limited mathematical skill-testing question posed over the phone or by email;
- d) Provide official documentation from their educational institution confirming their status as a full-time student for the summer or fall 2020 semester;
- e) Sign the declaration and release form (the "Declaration Form") sent to them by mail, email or fax and return it to the Program Organizer within ten (10) business days of receipt;

Should the selected Entrant fail to meet any of the above-mentioned terms or any other condition in these program rules, the selected Entrant will be disqualified and, at the Program Organizer's discretion, the prize will be cancelled or a new draw will be held for the prize, in accordance with these program rules, until an Entrant is selected and declared the prizewinner. In such a case, the same terms and conditions will apply and be adapted as necessary.

2. **Awarding of prizes.** Once the Program Organizer has received the Declaration Form, it will email the winner no later than August 31, 2020 to inform them of how to claim their prize. Should the selected Entrant refuse the prize, the Program Organizer will be released from all obligations relating to the awarding of the prize and may, at its discretion, cancel the prize or hold a new draw in accordance with the procedure described in the previous paragraph.
3. **Verification.** All entries and Declaration Forms may be subject to verification by the Program Organizer. Any entry that is incomplete, inaccurate, illegible, mechanically reproduced, mutilated, fraudulent, registered or submitted late, contains an invalid telephone number or is otherwise non-compliant may be rejected and will not entitle the Entrant to the prize.
4. **Disqualification.** Anyone who enters or attempts to enter this program by means that do not comply with these program rules or that are unfair to other Entrants (e.g., via hacking or using a voting group or false names) will be automatically disqualified and may be reported to the appropriate legal authorities.
5. **Program operation.** Any attempt to undermine the legitimate operation of this program constitutes a violation of civil and criminal law. If any such attempts are made, the Program Organizer reserves the right to reject the entrant's entries and obtain redress under the law.
6. **Acceptance of prizes.** Prizes must be accepted as described in these program rules and cannot be exchanged, substituted or transferred to anyone else, except as stipulated in these program rules.
7. **Limitation of liability.** If the Program Organizer is unable to award the prize as described herein, it reserves the right to award a like prize of equal value or, at its sole discretion, to award the monetary value of the prize indicated herein. In the event there are more prizes offered than Eligible Entrants, the Program Organizer reserves the right to cancel the additional prizes.
8. **Limitation of liability: Use of prize.** The winner releases the Program Organizer and the persons on whose behalf the program is held from any liability for damage that may arise from entering the program or from accepting or using the prize. The winner acknowledges that upon receipt of the prize or the letter confirming that they have won the prize, fulfillment of prize-related obligations becomes the sole and exclusive responsibility of the various product and service providers. The winner undertakes to

sign a declaration and release form to this effect. The winner acknowledges that the only applicable guarantee is the usual manufacturer's warranty.

9. **Limitation of liability: Program operation.** The Program Organizer and the persons on whose behalf the program is held cannot be held liable for any malfunction of any computer component, software or line of communication, the loss or absence of network communication, or any transmission that is faulty, incomplete, incomprehensible or deleted by any computer or network and which may limit or prevent any person from reading the program rules. Furthermore, the Program Organizer cannot be held liable for any loss or damage that may be caused, directly or indirectly, in whole or in part, by any web page, software or other download or by the transmission of any information concerning program entry. More specifically, if the administration, security, impartiality, integrity or operation of the program is corrupted or seriously affected by reason of a virus, bug, alteration, unauthorized intervention, fraud, technical failure or any other reason, the Program Organizer reserves the right to cancel, modify, extend or suspend the program without prior notice.
10. **Limitation of liability: Receipt of entries.** The Program Organizer and the persons on whose behalf the program is held cannot be held liable for entries that are lost, misdirected or late, including as a result of a postal service-related problem or any breakdown, for any reason whatsoever, of the website during the Program Period, including any damage to an Entrant's computer or mobile device.
11. **Limitation of liability: Situation beyond the Program Organizer's control.** The Program Organizer and the persons on whose behalf the program is held cannot be held liable in any way whatsoever in the event their inability to act results from a fact or situation beyond their control, or from a strike, lockout or other labour dispute occurring in the organizations or companies whose services are used for program operation.
12. **Program changes.** The Program Organizer reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this program in whole or in part should human intervention or an event take place that could alter or affect the administration, security, impartiality or operation of the program as provided for in these program rules. The Program Organizer cannot be held liable should such an event or intervention occur.
13. **Termination of the program.** If the program must be terminated, in whole or in part, for any reason whatsoever before the closing date provided in these program rules, the Program Organizer may, at its sole discretion, award the prizes by choosing from all eligible entries duly received up to the date of the event resulting in the termination of the program.
14. Under no circumstances will the Program Organizer be required to award more prizes or to award a prize other than in accordance with these program rules.
15. **Limitation of liability: Program entry.** By entering or attempting to enter the program, Entrants agree to indemnify the Program Organizer or persons on whose behalf the program is held for any damage that may result from entering or attempting to enter the program.
16. By accepting the prize, the winner authorizes the Program Organizer and the persons on whose behalf the program is held to use, if required, their name, photo, likeness, voice, place of residence and prize statement for publicity purposes without any form of compensation.
17. **Communication with Entrants.** There will be no communication or correspondence about this program with Entrants, except as provided for in these rules or at the Program Organizer's initiative.
18. **Personal information.** Personal information about Entrants gathered in the course of the program will be used solely to administer the program. No communications, commercial or otherwise, unrelated to this program will be sent to Entrants, unless they have otherwise agreed.

19. **Property.** Entry forms and Declaration Forms are the property of the Program Organizer and will not be returned to Entrants under any circumstances.
20. **Decisions.** All Entrants must comply with these program rules and with any decisions made by the Program Organizer, which are final and binding.
21. If a section of the program rules is declared or deemed illegal, unenforceable or invalid by a court of competent jurisdiction, that section will be considered null and void, but all other sections that are not affected will be enforced to the extent permitted by law.
22. These program rules are available at [www.desjardins.com/Ontario](http://www.desjardins.com/Ontario) or upon request in one of the Ontario Desjardins Credit Union's branches.
23. In the event of a discrepancy between the French and English versions of these Program rules, the French version will prevail.
24. The program is subject to all applicable laws.