

## **Funding Futures**

*by connectFirst Credit Union*

### **Rules and Regulations:**

#### **Application Requirement/Eligibility:**

- The application is open to qualified and verified\*, non-passive, revenue generating, Alberta based small businesses with 4-20 employees with annual revenues between \$250,000 and \$3,000,000.
- For-profit, not-for-profit, and social enterprises are eligible to apply.
- Applicants must be either.
  - The owner\*\* of a company or business; or
  - An employee of an eligible business who has obtained written permission to participate in this application from the owner, president, or chief executive of the business; \*\*
- Application is open to small business applicants who are residents of Alberta and have reached the age of majority according to the laws of Alberta.
- Upon request from connectFirst, each entrant must provide proof of their identity and qualification as an eligible entrant. Application may be disqualified where such proof is not provided upon request.
- Currently active, lawful, and have all necessary and required licenses and registrations.
- In good standing with the requirements of applicable legislation as of the date of submission and must remain so through the end of the notification period.
- Companies are restricted to submitting one application each, and applicants must select a single award category.
- Applicants must agree to a follow up interview in 2024 on how they spent the funding and the impact the funding had on their business.

*\* Businesses must either be incorporated in Alberta or have an Alberta business registration number.*

*\*\* Owner, major shareholder, president, or chief executive.*

#### **Application Exclusions:** *The following are not eligible for the Funding Futures Initiative:*

- Application excludes employees of connectFirst Credit Union, its affiliated companies or subsidiaries, its advertising and promotional agencies and members of their respective immediate households and any person domiciled with any of the Application Requirement/Eligibility *guidelines*.

- Business owner, employee or an investor in the business is a previous or current employee of connectFirst Credit Union, any co-operatives under connectFirst Credit Union or any joint ventures of connectFirst Credit Union.
- Business is in any way affiliated with a credit union as a vendor or supplier.
- Primary purpose of the business is in competition with connectFirst Credit Union or any co-operatives under connectFirst Credit Union.
- Business or business owner that has a criminal record or is listed on any Canadian or United Nations sanction list; and
- Business or business owner that is under bankruptcy protection or has judicial liens or *attachments*.

## **Terms and Conditions:**

By submitting an application for funding in the Funding Futures initiative, applicants hereby agree to the following:

- **Intellectual Property Rights:** Applicants retain all intellectual property rights to their submissions and ideas.
- **Confidentiality:** By entering the Funding Futures initiative and voluntarily providing certain information (including but not limited to personal and business details) as part of the contest, applicants consent to connectFirst Credit Union collecting, using, and disclosing this information for the purposes of administering and marketing the contest. connectFirst Credit Union will not use any collected information for purposes beyond the Funding Futures initiative, any subsequent iterations of the contest, or for unrelated marketing, unless explicitly authorized in writing by the applicant.
- **Release and Exclusion of Liability:** By entering or attempting to enter the Funding Futures initiative, all applicants agree to release, discharge, and hold harmless connectFirst Credit Union, its affiliates, agents, and employees, including their respective officers, directors, and shareholders (collectively, the “**Releasees**”), from any and all liability, injury, loss, damage, claims, actions, or demands arising from or in connection with the initiative, any prize, or participation. This includes, but is not limited to, human errors, omissions of any kind, any technical malfunction, lost or misdirected entries, and/or non-compliance with the initiative's rules. The Releasees will not be responsible for issues related to computer systems, telephone networks, servers, software, or internet traffic that may affect participation in the Funding Futures initiative.
- **Indemnification:** By entering the Funding Futures initiative, applicants agree to indemnify and hold connectFirst Credit Union harmless from any third-party claims, of

whatever nature, arising out of their business actions or participation in the Funding Futures initiative. Without limiting the generality of the foregoing, this indemnification also applies to all federal, provincial, and/or municipal taxes and fees associated with the Award and the receipt of prize money.

- **Publicity:** By participating in the Funding Futures initiative, applicants grant connectFirst Credit Union a non-exclusive, royalty-free license to use, display, and promote their entry for purposes related to the Funding Futures initiative, and any subsequent iterations of the contest, at all branch locations, online (websites, emails, advertisements, etc.), *via* social media, and print media. Applicants further agree that, should they win, they consent to connectFirst Credit Union's use of their name and likeness (including sound recordings and/or voices) in future advertising or promotional materials related to the Funding Futures initiative without further compensation.
- **Modification or Cancellation:** connectFirst Credit Union reserves the right to decline and/or void any applicant and/or entry at any time, and to cancel, alter, or suspend the Funding Futures initiative for any reason at its sole and absolute discretion without prior notice.
- **Decision Finality:** Decisions by the judges and connectFirst Credit Union concerning the Funding Futures initiative are final and not open to appeal.
- **Acceptance of Prize:**
  - Non-Transferable and As-Awarded: The prize money must be accepted as awarded and cannot be transferred or assigned to another individual or entity.
  - Exclusions: Unless explicitly mentioned, all costs and expenses not specified as part of the prize will be the sole responsibility of the recipients.
  - Waiver of Recourse: Recipients agree to waive all rights of recourse against connectFirst Credit Union should the prize, or any component thereof, not prove to be satisfactory, either wholly or in part.
  - Successful recipients of the Funding Futures initiative will be required to submit a photo and brief response as to what it means to receive the funding that will be shared on connectFirst's internal and external digital properties and social media channels.
  - Successful recipients will need a connectFirst Credit Union business banking account, which will be provided by connectFirst Credit Union free for a 1-year term. Successful recipients also will be required to sign an agreement affirming compliance with these Rules + Regulations and consenting to the disclosure of their personal information to connectFirst Credit Union to be granted funds. Funds will only be issued to an existing or new connectFirst Credit Union account.

- **Auditing Rights:** connectFirst Credit Union reserves the right to audit the recipients' utilization of the prize money for one (1) year after the contest ends to ensure its use is in alignment with the initially stated business intent.
- **Misuse of Prize:** If it is determined by connectFirst Credit Union that the prize money has been used for purposes other than those explicitly stated by an applicant, then:
  - the recipient will be required to repay the full amount of the prize to connectFirst Credit Union immediately upon demand;
  - the recipient may be declared ineligible for future contests, grants, or any other initiatives hosted by connectFirst Credit Union; and
  - connectFirst Credit Union reserves the right to take legal action against the recipient for breach of contract or any other relevant legal ground.
- **Opportunity to Rectify:** Before taking any actions, connectFirst Credit Union may, in its sole discretion, offer the recipient an opportunity to explain and potentially rectify any situation concerning the Misuse of Prize.
- **Taxes:** Recipients of the Funding Futures initiative are solely responsible for all federal, provincial, and/or municipal taxes and fees associated with prize receipt and/or use.
- **Governing Law:** The Funding Futures initiative and any disputes or claims arising out of or in connection with its terms, their subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.
- **Jurisdiction:** The applicants agree that the Courts of Alberta will have exclusive jurisdiction to decide any dispute or claim that arises out of or in connection with the Funding Futures initiative or its subject matter or formation (including non-contractual disputes or claims) and the applicants agree to attorn to the law of the Province of Alberta.