



Refer-a-Friend Terms and Conditions

Westerra Credit Union (“we”, “Westerra Credit Union” or “Company”) is offering members the opportunity to refer friends to join Westerra Credit Union via a Referral Program (“Program”) offered on the web site located at <https://www.westerracu.com> (the “Site”).

1. **Binding Agreement.** By using the Site or participating in the Program, you are bound by these Terms and Conditions (“Terms”) and indicate your agreement to them.

2. **How the Program Works.** Those who wish to participate in the Program (“Users”) must visit the Site and follow the on-screen instructions to refer friends, family members, or colleagues. Once an individual makes a referral, he/she becomes a “Referrer” and will be provided with a unique referral link (“Personal Link”) that allows them to receive the benefit or bonus advertised on the Site. Referred friends (“Friend” or “Friends”) must complete the referral as described in the referral message.

3. **Program Eligibility Requirements.** Employees are able to participate.

In order to complete a qualified referral (“Qualified Referral”):

1) Referrers must (i) be legal residents of the United States of America, (ii) be at least 18 years old and (iii) have an existing Westerra Credit Union account in good standing.

2) Friends must (i) be legal residents of the United States of America, (ii) be at least 18 years old, (iii) not already be an Westerra Credit Union member, (iv) qualify for Westerra Credit Union membership and (v) open a Prime Share Savings account with a minimum required deposit of \$5 and a new Smart Money Checking or Money Market Select with a minimum required deposit of \$25 and fund such accounts within thirty (30) days of account opening.

4. **Restrictions.** Referrers cannot refer themselves or create multiple, fictitious or fake accounts with the Company or participate in the Program as “Friends”. No user may use the Program to violate any law, infringe or violate the rights of any third party, or otherwise act in a manner that is deemed harassing, harmful, illegal, hateful, obscene or outside the spirit and intent of the Program as determined in the sole discretion of Company. In addition, users may not (i) tamper with the Program, (ii) act in an unfair or disruptive manner, or (iii) use any system, bot, or other device or artifice to participate or receive any benefit in the Program.

5. **Rewards.** By making a Qualified Referral, the Referring Member will receive a \$25 bonus in the form of a gift card, and their Friend will also receive a \$25 bonus in the form of a gift card. Bonuses are subject to verification and are reportable for tax purposes. The Company may also refuse to verify and process any transaction for any reason. Rewards shall be redeemable in the form of electronic Visa® or Amazon.com gift cards. Reward redemption emails will be sent within five (5) business days of meeting offer requirements. Westerra, in its sole discretion, (i) may delay a reward

for the purposes of investigation and (ii) may also refuse to verify and process any transaction for any reason.

6. Bulk Distribution (“Spam”). Each Referrer is the actual sender of the emails and must comply with applicable law. Referrals must be created and distributed in a personal manner that is appropriate and customary for communications with friends, colleagues, and family members. Bulk email distribution, distribution to strangers, or any other use of the services described herein in a manner that is not promoted is expressly prohibited and may be grounds for immediate termination of Referrer’s eligibility to participate in the Program.

7. Right to Interpret, Cancel, Modify or Terminate. We interpret these Terms and Conditions and all decisions we make regarding the Program are final and binding. We reserve the right to cancel, modify or terminate the Program at any time for any reason. We reserve the right to disqualify any User at any time from participation in the Program if he/she does not comply with any of these Terms.

8. Governing Law, Venue, Attorney’s Fees: This Program is void wherever prohibited or restricted by law. These Terms shall be governed and construed in accordance with the laws of the State of Colorado. Any disputes regarding these Terms shall be within the exclusive jurisdiction of the courts of Denver County, Colorado, except as otherwise prohibited by applicable law. If legal action is necessary to enforce these Terms, the prevailing party has the right, subject to applicable law, to payment by the other party of all attorney's fees and costs, including fees on any appeal and any post-judgment collection actions.