

## NuVista FCU

### Terms and Conditions

#### Overview of the NuVista FCU Refer-A-Friend Program

1. The NuVista FCU Refer-A-Friend Program (the "Program") is a loyalty program sponsored by NuVista FCU through which Members (the "Participant") can earn a referral bonus when they encourage their friends to open and maintain a Share (savings) account and a checking or loan account with NuVista FCU.
2. Participant will earn a referral bonus of \$25.00 as set forth below.
3. Please be aware that the Program can be discontinued at anytime at the discretion of NuVista FCU.

#### Eligibility

1. The Program is open to NuVista FCU accountholders in good standing. **Employees of NuVista FCU are not eligible to participate.** The Program is void where prohibited by law.
2. Participation in the Program constitutes the Participant's full and unconditional agreement to these Terms and Conditions.
3. The Program is open for the referral of an eligible friend\*, co-worker or relative for NuVista FCU membership and only if it is for a new banking relationship. Participants are not eligible to refer Individuals with existing banking relationships at NuVista FCU.

#### Participating in the Program

1. There are several convenient ways to participate in the Program. All members may visit the NuVista FCU website @ [www.nuvista.org](http://www.nuvista.org) and follow the Refer a Friend link to complete the online referral form to participate in the Program. Referral forms are also downloadable online or attainable at the credit union.
2. Participant will earn a referral bonus of \$25.00 as long as Program requirements are met. *In the event more than one Participant sends a referral to the same friend and that friend participates in the program, then the bonus will be paid to the first Participant that invites the friend. Only one referral bonus will be paid regardless of which method to refer a friend is used.*
3. If you have questions regarding the Program, please email [info@nuvista.org](mailto:info@nuvista.org) or call 970-249-8813.

#### Program Requirements

1. Friend will be asked to furnish an email address as a condition of opening a new account. Email address of Friend(s) as supplied by Participant will be used to verify a referral match.
2. Referral bonuses will be paid to Participant as follows: The referred party maintains both a savings and either a loan (including VISA) or a checking account in good standing for 60 days. Referral bonuses will be deposited directly into the Participant's Share account.

#### Modifications and Termination of the Program

1. NuVista FCU reserves the right to modify any of the terms and conditions set forth herein – including, but not limited to, the methods through which members may earn rewards and the amount of rewards that can be earned by referring friends – at any time, with or without notice, even though these changes may affect a Participant's or Friend's ability to receive a referral bonus.

#### General Terms and Conditions

1. To learn how the personal information collected in connection with the Program may be used, individuals should read the NuVista FCU Privacy Policy at [www.nuvista.org](http://www.nuvista.org). The terms of the NuVista FCU Privacy Policy are incorporated herein by reference.
2. NuVista FCU reserves the right to discontinue the participation privileges of any member who engages in any fraudulent activity or uses the Program in a manner inconsistent with these Terms and Conditions or any federal or state laws, statutes, or ordinances. NuVista FCU shall have the right to take appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary in its sole discretion.
3. NuVista FCU is not responsible for any incorrect or inaccurate information supplied by members or referred friends while participating in the Program.
4. All questions or disputes regarding eligibility for the Program, earning of rewards, or a member's compliance with these Terms and Conditions will be resolved by NuVista FCU in its sole discretion.
5. Any Referral Rewards or credits are net of taxes and you must pay any applicable taxes if reported.
6. NuVista FCU represents that it has procedures in place to comply with the CAN SPAM Act. A member may only refer individuals with whom they have a personal or business relationship. A member may not engage in any fraudulent activity to earn a Program bonus. In addition, no "spamming" is allowed. If we believe, in our sole discretion, that a member has engaged in fraudulent activity, or is "spamming" email accounts and/or addresses, we reserve the right to exercise a right to set-off against the member's NuVista FCU deposit account(s) to recover any bonus payments, and the member's NuVista FCU deposit account(s) may be closed OR NuVista FCU will not send an e-mail offer to such Prospect, if his or her e-mail address appears on the opt-out lists of NuVista FCU.
7. By participating in this Program, you agree and give consent to NuVista FCU to transmit emails and other communications to you concerning this Program and your participation therein. Under this Program, an Eligible Referrer is able to use a NuVista FCU form web interface to transmit emails to Eligible Referred

Friends ("Referral Emails"), and to receive updates about their Eligible Referred Friends' participation, including but not limited to email address, delivery confirmation of email invitation to referral and other information about the Eligible Referred Friends as related to the administration of this Program. By participating in this Program, an Eligible Referred Friend agrees that NuVista FCU may share such information with the Eligible Referrer (non-personal information). Program participants agree to not use the Referral Email system to transmit spam or any other communication that is unrelated to this Program or that is not for the purpose of promoting NuVista FCU services, as determined in NuVista FCU's sole discretion.

#### **Limitation of Liability**

1. By participating in the Program, each member acknowledges that technical processing and transmission of information on the NuVista FCU Web site may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices. NuVista FCU is not responsible for: (a) incorrect or inaccurate transcription of information; (b) problems related to any of the equipment or programming associated with the Program or utilized by the Participant; (c) any human error or printing error; (d) any interruption, deletion, omission, defect, or line failure of any telephone network or electronic transmission; (e) problems relating to computer equipment, software, or inability to access the NuVista FCU Web site; or (f) any other technical or non-technical error or malfunction.

2. Except where prohibited, each member agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Program shall be resolved individually without resort to any form of class action and exclusively by arbitration under the Consumer Arbitration Rules of the American Arbitration Association; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred (i.e., only costs associated with participating in the Program), but shall not include attorneys' fees under any circumstances; and (c) Participant / Friend hereby waives all rights to claim punitive, incidental, and consequential damages.

#### **Miscellaneous**

1. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect.

2. If in NuVista FCU's opinion, there is any suspect or actual evidence of electronic or non-electronic tampering with any portion of the Program or the Referral Rewards, or if a computer virus, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Program, NuVista FCU reserves the right at its sole discretion to disqualify or discontinue the participation privileges of any individual involved in any such harmful or illegal activities, and to modify or suspend the Program, or to terminate the Program. Discontinued participation privileges may result in the loss of all accumulated rewards benefits. Any attempt by an entrant or any other individual to deliberately damage any website or undermine the legitimate operation of the Program is a violation of criminal and civil laws and should such an attempt be made, NuVista FCU reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Any attempts by an individual to access any website associated with this Program via a bot script or other brute force attack or any other unauthorized means will result in the IP address becoming ineligible, in addition to any other remedies available in law or in equity. Use of automated, programmed, falsified or the like entry devices or programs is prohibited and all such entries are void.

3. This agreement will be governed by the laws of the State of Colorado, without regard to conflict of law principles.

I AGREE- must agree to allow form entry

\* Eligibility: **NuVista Federal Credit Union Membership is open to:**

Anyone who lives, works, worships or attends school in Montrose, San Miguel, Ouray and Gunnison Counties. This includes the family members of the qualifying members, regardless of the family member's geographical location.