

Pro\$per Savings Account

Member Participation Agreement

Effective Jan. 1, 2023

SAVINGS PERIOD: Pro\$per Savings Account (PSA) program begins January 1, 2023. Participants opening an account any time thereafter will participate in an initial 12-month savings period. Participants may continue to save and utilize the PSA for subsequent periods of 12 months, unless and until such time as the PSA is no longer offered or the PSA is closed pursuant to the terms of this Agreement.

MEMBER PARTICIPATION ELIGIBILITY

Participating credit unions will establish a PSA and review members for eligibility. In order to participate in a PSA, an account holder must meet the following requirements:

- At least one account holder must be 18 years of age or older, OR an individual minor may hold an account with a parental agreement to participate.
- Must be a member in good standing to be included in that periods drawing.
- Account must be open and active to win during a drawing period. All earned drawings at the time of account closure are forfeited.
- Credit Union Board members, Credit Union employees and their families are **not** eligible to participate.
- Business and trust accounts, other public or private entities, and/or other non-consumer accounts, are not eligible to participate.

QUALIFYING ACCOUNT

A PSA may be either a share account or another restricted savings account type depending on the account structure of the credit union. Rates and other terms and conditions of a PSA may vary from credit union to credit union, as more fully described in the Truth in Savings Disclosure accompanying this Agreement. A participating member is limited to holding, as primary account holder, one (1) PSA per participating credit union, with a minimum opening deposit of \$10. An account holder may have an interest in having more than one account as a joint account holder, such as with a qualifying spouse or minor child, but may not be listed as the primary account holder on more than one account.

While a member may hold a PSA at more than one participating credit union, total maximum entries into the state-wide prize pool will be restricted as otherwise described in this Agreement.

DEPOSITS

Participating members may make an unlimited number of deposits into a PSA, provided that prize entries and eligibility are otherwise limited as set forth in these rules.

EARNED ENTRIES

An eligible member that is a PSA holder at a participating credit union will automatically receive prize drawing entries based on the month-over-month increased balance in the PSA. For every \$100 increase in month-over-month balance, the member will be awarded one (1) entry into each eligible upcoming prize pool. Entries are limited per member to: a maximum of ten (10) entries per month; a maximum of thirty (30) entries per quarter; a maximum of one hundred and twenty (120) entries per twelve (12) month savings period.

SPECIFIC DRAWINGS

Associated Credit Union ("Credit Union") will hold prize drawings for its membership totaling \$100.00 / \$500.00 / \$4,000.00 (monthly/quarterly/annually) with prizes each (month/quarter/annual) awarded to winning members as follows:

Monthly 2 winning entries will be randomly selected to receive a \$100.00 cash prize

Quarterly 2 winning entries will be randomly selected to receive a \$500.00 cash prize

Annually 1 winning entry will be randomly selected to receive a \$4,000.00 cash prize

PRIZE ELIGIBILITY

For an account holder to be eligible to win a prize in a drawing, his/her/their PSA must be open, active at all times through the drawing period, and meet the eligibility requires on the last day of prize period. For purposes of the PSA program, any member who holds a PSA account and becomes deceased is immediately disqualified from eligibility.

An account holder is only eligible to win once per drawing pool; for example, an account holder, regardless of the number of entries, may only win one (1) monthly drawing per month, one (1) quarterly drawing per quarter, and (1) annual drawing per twelve (12) month savings period.

If the PSA is owned by more than one member, only the primary member for the account is entitled to win a prize.

Before receiving any prize, an account holder must confirm eligibility by verifying their identity with the credit union. If a member with a PSA is ineligible or becomes ineligible for the prize drawing, such member will continue to be the account holder but deposits to the account will not constitute qualifying entries for the prize pools.

PRIZES

All Prizes are cash prizes and will deposited into the winner's regular share account. Prizes will not be deposited into the account holder's PSA, however, account holder is encouraged to consider saving part of any prize winnings by making a subsequent deposit into the PSA account.

All drawings and prize amounts will be listed and updated from time to time on [www.Pro\\$persavings.com](http://www.Pro$persavings.com).

All winners will be selected from among all eligible participants in the drawing pool. Drawings will occur on or about the 10th of each month, or the next business day, for the previous month, quarter end, and/or year for which valid entries will be determined. Additional special drawings, in amounts to be determined, may be announced from time to time.

Winners will be notified via telephone, email, or standard USPS mail. Prizes are non-transferrable. Prize winnings will be reported as income on IRS 1099 form.

CHANCE OF WINNING

Actual odds of winning are based upon the number of eligible entries received. Each eligible entry shall have a chance of winning that is equal to that of all other entries.

PRIZE AND PROGRAM ADMINISTRATION

Pro\$per entries and prize drawings are submitted to and conducted by the TruLync, an affiliate of the Minnesota Credit Union Network (MnCUN), a non-profit credit union trade association for Minnesota's credit unions (collectively with Credit Union, "the parties").

PRIVACY & DATA PRIVACY

To participate in the prize drawings, the primary account holder's social security number, as well as other personally identifiable information, is transmitted by Credit Union via a secure data sharing process and then encrypted. The new unique identifier is used by TruLync for drawing and reporting purposes. The data file will be deleted by TruLync as soon as it is imported and is not stored on any third party system or accessible by third party administrators.

IMPACT EVALUATION

The Pro\$per Savings program is part of an ongoing effort by MnCUN and Commonwealth, formerly D2D Fund, Inc. (D2D) to assess the impact of prize-linked savings programs on consumers. Non-personally identifiable information provided to TruLync by the credit unions about account holders under the Pro\$per program will be shared with D2D for research purposes. D2D will be permitted to compile and analyze the data, and to share the data and analysis in furtherance of its charitable purposes. In the event that the data includes any personally identifiable information, D2D will not disclose that personally identifiable information to any third party; provided, however, that, if an individual program participant has authorized disclosure of such information in writing to one or more third parties, D2D may disclose such information in accordance with such participant's written authorization.

WITHDRAWALS

Partial withdrawals are not allowed except for those under the Post 12 Month Savings Period section. An account holder may close his/her account or convert to a Club Savings Account at any time. If an account is closed, the consumer is ineligible to open another PSA for a period of 180 days.

DECISIONS

By participating in the PSA program, account holders agree to abide by and be bound by these terms and to accept the decisions of MnCUN and the participating credit unions as final. Account holders also agree to hold each participating credit union, TruLync, MnCUN, each third party contributing funds and/or services to the prize pool, and each of their officers, directors, employees, shareholders, members and representatives, and agents (collectively and hereinafter referred to as the "Parties") harmless from any liability arising from participation, or the acceptance of a prize. The Parties are not responsible for any negligence, claims, liability, injury, property loss, or other damages of account holders and/or winners arising from, or in connection with, acceptance of prizes awarded or participation in this program. The participating credit unions reserve the right to disqualify account holders who fail to follow these terms or who make any misrepresentations relative to the drawing(s) and prize redemption.

PUBLICITY

Each winner agrees to permit the Parties to use his/her name and likeness, including first name, last name initial, photograph, the amount of the prize, and any testimonials or quotes provided by winner, in any and all materials for promoting the impact evaluation above described, D2D, the Credit Union, MnCUN, and the PSA product program, without expectation of additional permission or compensation.

TAX IMPLICATIONS

Winners, under whose taxpayer identification number earnings on the account would be reported to the Internal Revenue Service, are solely responsible for all applicable federal, state and local taxes and any expenses associated with the prize, unless otherwise indicated.

POST 12 MONTH SAVINGS PERIOD:

After twelve (12) consecutive months of savings, an account holder may continue participation in PSA for a subsequent twelve (12) month savings period. During the anniversary month of account opening (month 13), an account holder may do any of the following: roll over some or all of the funds into a certificate of deposit or other savings product offered by the credit union or otherwise withdrawal some of the saved funds. Any roll-over balance that remains at the end of the

anniversary month will be treated as a new deposit for eligibility into applicable prize pools for the subsequent twelve (12) month savings period.

COMPLIANCE WITH LAW

All issues and questions concerning the construction, validity interpretation, and enforceability of these terms, or the rights and obligations of account holder and the Parties in connection with the PSA program, shall be governed by, and construed in accordance with, the substantive laws of the State of Georgia. The PSA program is void where and to the extent prohibited by law.

TERMINATION

Should participating credit union determine that it will no longer offer such accounts, it will notify account holder in writing at least sixty (60) days prior to termination of its PSA program. On or after the termination date, the credit union, at its option, may roll any remaining balance from the PSA account into a member's regular share account, without penalty.

MISCELLANEOUS

The Parties may agree to substitute prizes of equivalent value, amend these terms and conditions or discontinue the PSA program at any time. The Parties disclaim any responsibility to notify account holders of any aspect related to the conduct of the prize drawings. Written copies of this Agreement are available during normal business hours at any participating credit union location.

OTHER AGREEMENTS

In addition to this Agreement, you agree to be bound by and will comply with all terms and conditions further described in your Associated Credit Union's Membership and Account Agreement (Member Agreement), including Credit Union's right of set-off. If this agreement conflicts in any way with the Credit Union's Member Agreement, the Member Agreement controls.

Member Name: _____

Date of Account Opening: _____

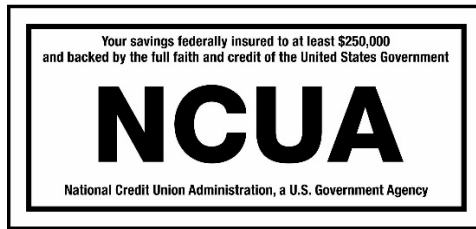
Signature: _____

If the above member is a minor:

I do hereby acknowledge that I am the parent and/or legal guardian of the above named minor member, and do hereby agree to the above enumerated terms and conditions for participation on behalf of the minor in order to be eligible to participate in a Pro\$per™ Savings Account.

Name of Parent/Guardian: _____

Signature: _____



“This credit union is federally insured by the National Credit Union Administration.”