## Honor Credit Union Refer-A-Friend Program Official Rules

The Refer-A-Friend is an incentive-linked promotion offered by Honor Credit Union (the "Credit Union"), whereby Eligible members (defined below) can refer friends and family to Honor Credit Union to receive a \$25.00 Visa Prepaid Card.

The following Official Rules ("Official Rules") apply to all Eligible Members, Referees, and/or other participants in the Refer-A-Friend Program (collectively "Referral Participants").

**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. All of Honor Credit Union's decisions are final and binding.

- 1. **Privacy:** The personal information collected, processed and used as part of the Refer-A-Friend Program will be used in accordance with Honor Credit Union's Privacy Statement, which is available by clicking <a href="https://www.honorcu.com/privacy-security/">https://www.honorcu.com/privacy-security/</a>.
- 2. How the Program Works: You must be a legal resident of the United States and at least 18 years old to use the Refer-A-Friend program. Current members must visit <a href="https://www.honorcu.com/refer-a-friend/">https://www.honorcu.com/refer-a-friend/</a> and follow the instructions to refer friends, family members or colleagues. Members in good standing (defined below) can receive a maximum of \$500 in a calendar year. Once an individual makes a referral, he/she becomes a "Referrer" and will be provided with a unique referral link ("Personal Link") that allows him/her to receive the benefit or reward advertised on <a href="https://www.honorcu.com/refer-a-friend/">https://www.honorcu.com/refer-a-friend/</a> when their referred friends completes the program qualifications (defined below).

Referred friends ("Friends") must complete the referral program qualifications to qualify to receive incentive. Once the qualifiers are met, the referring and referred member will receive their email stating their incentive is ready (\$25 Visa Prepaid Card from Tango Card) automatically. Referring members can even keep track of how many referrals they have, if their referrals have qualified, or if they are still in process. A member can receive up to \$500 for referrals in a calendar year.

## **Program Qualifications:**

- 1. Must have a valid email address to participate in program.
- 2. Open a new savings and checking account.
- 3. Complete 8 debit card transactions (both signature and PIN based count).
- 4. Have a direct deposit or incoming ACH total of \$500 or more.
- 5. Complete the above requirements within 60 days of account opening.

**Members in good standing** is defined as a current member who holds a positive account balance and no owed collections to Honor Credit Union.

3. **Eligibility:** Current members of Honor Credit Union in good standing which is defined as a membership with no collections owed to Honor Credit Union and a positive account balance are

eligible to participate in the Refer-A-Friend Program, except for officials and employees of Honor Credit Union and/or their immediate family members (i.e., parents, spouses, children, siblings).

4. **Restrictions.** Referrers ("Members") cannot refer themselves or create multiple, fictitious or fake accounts with Honor Credit Union 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. In addition, you 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. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE COMPANY RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

Employees of Honor Credit Union or any of its or their subsidiaries, affiliates or promotional agencies are not able to participate.

- 5. Notification: Referrer ("member") and Referee ("friend") will receive periodic emails from Refer-A-Friend Program to email address they entered to begin program. Notifications to "member" include: Welcome Email, Stats Email, Pending Reward, Earned Reward Email. Notification to "Friend" include: Share Email, Share Reminder Email, Account Opened Email, Pending Reward, Earned Reward Email.
- 6. **Rewards:** By making a valid referral, both member and friend are eligible to receive a \$25 Visa Prepaid Card that will be powered by Tango Card through an email notification. Referring Member can earn a maximum of \$500 in rewards per calendar year. Restrictions may apply. For example, there may be a limitation on the number of referrals you can make, or if the reward is in the form of a Visa Prepaid Card, gift certificate or voucher, it may be subject to the issuer's terms and conditions. Rewards are subject to verification. Honor Credit Union may delay a reward for the purposes of investigation. Honor Credit Union may also refuse to verify and process any transaction for any reason.

Per Tango Cards Terms of Service, the link contained in your Tango Choice e-mail is the only way to access or re-access your Reward Catalog and claim your Reward. Tango will not replace any used Tango Choice reward or used value, even if it was lost, stolen, used without your permission, or your device was hacked. You may not transfer, sell, share, or exchange your Tango Choice reward. Tango Choice rewards are non-reloadable, may not be combined, and are not redeemable for cash, except where required by law. Once you've redeemed your Tango Choice reward for a specific Reward, your choice is final.

Once you receive your email stating you have a Visa Prepaid Card reward available, you must select your card within 4 months from the date the email is sent, once redeemed you have 7 months to use the gift card.

Unless otherwise stated, rewards have no monetary value and *may not* be redeemed for cash. They are not transferable and may not be auctioned, traded, bartered or sold.

If you have any questions regarding these Terms, need assistance using your Tango Choice reward, or believe that your Tango Choice reward has been canceled in error, please contact: cs@tangocard.com. Phone: 877-558-2646.

- 7. **Bulk Distribution ("Spam"):** Each Referrer ("member") 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. By submitting any email address as part of the Program, the Referrer represents that he/she has the appropriate permission and consent. 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 and further legal action. Honor Credit Union has no obligation to monitor the Program or any communications; however, Honor Credit Union may choose to do so and block any email messages, remove any such content, or prohibit any use of the Program. Referrers who do not comply with the law, including anti-spam laws, are obligated to indemnify the Program Entities against any liabilities, costs and expenses it incurs as a result of such spam.
- **8. Decisions:** By completing the Referral Program and/or accepting an incentive, you agree to comply with and be bound by all of the terms and conditions set forth in these Official Rules, and to accept the decisions of Honor Credit Union as final and binding. Non-compliance with these Official Rules and/or any entry to the program will result in ineligibility for the reward(s).
- 9. Indemnifications and Warranties: Honor Credit Union makes no representations or warranties of any kind with respect to the Referral Program. Any warranty, express or implied, is hereby excluded and disclaimed. By participating in the Referral Program, each Reward Participant releases and discharges Honor Credit Union and its officers, directors, employees, shareholders, members and representatives, and agents (the "Indemnified Parties") harmless from any and all liability whatsoever in connection with the Referral Program including without limitation, legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light (collectively "Claims"). Except where prohibited by law, acceptance of any reward constitutes a release by the reward Recipient of the Indemnified Parties from any and all claims in connection with the administration of the Referral Program and the use, misuse or possession of any reward. Honor Credit Union reserves the right to disqualify any reward Participant who fails to follow these Official Rules, fails to satisfy eligibility requirements, or who makes any misrepresentations relative with respect to the Referral Program and/or Reward redemption. Honor Credit Union further reserves the right to cancel, terminate or modify the Referral Program if it is not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort.
- 10. Compliance with Law: All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of Referral Program Participants, and the Indemnified Parties in connection with the Referral Program, shall be governed by, and construed in accordance with, the substantive laws of the State of Michigan

and applicable Federal law, Any dispute arising between Honor Credit Union and any Referral Program Participant and/or any dispute concerning Honor Credit Union's administration of the Refer-A-Friend Program shall likewise be governed by, and construed in accordance with, the substantive laws of the State of Michigan and applicable Federal law. The Referral Program is void where and to the extent prohibited by law.

- 11. Liability. YOU UNDERSTAND AND AGREE THAT THE RELEASED PARTIES SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). By participating in the Program, you agree to defend, indemnify, release and hold harmless Honor Credit Union and Extole, Inc., as the provider of the referral service, and their respective parent companies, affiliates and subsidiaries, together with their respective employees, directors, officers, licensees, licensors, shareholders, attorneys and agents including, without limitation, their respective advertising and promotion entities and any person or entity associated with the production, operation or administration of the Program (collectively, the "Released Parties"), from any and all claims, actions, demands, damages, losses, liabilities, costs or expenses caused by, arising out of, in connection with, or related to the Program (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)) and/or the awarding, receipt and/or use or misuse of any benefit in the Program. To be clear, the Released Parties shall not be liable for any technical errors or malfunctions, data theft or corruption, any printing or typographical error, or any damage to any computer system resulting from participating in, or accessing or downloading information in connection with the Program. The Released Parties shall not be liable to any users for failure to supply any advertised benefit, by reason of any acts of God, any action or request by any governmental or quasi-governmental entity (whether or not valid), or any other activity or action that is beyond any of the Released Parties' control. TO THE FULLEST EXTENT POSSIBLE BY LAW, THE RELEASED PARTIES' MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE PROGRAM, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT **EXCEED \$100.**
- 12. **Taxes**: All Visa Prepaid Card rewards received are solely responsible for all applicable federal, state and local taxes and any expenses associated with the reward, unless otherwise indicated. The value of the reward may be reported on the appropriate Internal Revenue Service (IRS) forms and may be considered taxable income to you. Please consult your tax advisor regarding your specific situation.
- 13. **Miscellaneous**: Honor Credit Union reserves the right to amend these Official Rules or discontinue the Referral Program at any time. Honor Credit Union disclaims any responsibility to notify Refer-A-Friend Participants of any aspect related to the conduct of the Referral Program. Written copies of these Official Rules are available on our website at honorcu.com.
- 14. **Publicity**: Each Referee ("friend") or Referrer ("member") consents and agrees to permit the Indemnified Parties to use his/her/its name, voice and likeness on promotional and other materials via all forms of media now known or hereafter devised worldwide, in perpetuity,

without any further or additional notice, attribution, permission or compensation (other than the Reward(s) won) to the Referee or Referrer, his/her/their successors or assigns, or any other entity, except where prohibited by law. Each Referee or Referrer also agrees that his/her/its name and/or reward may be revealed to other Referee or Referrer upon request.