



**WINcentive® Savings Account  
Member Participation Agreement  
Effective**

**SAVINGS PERIOD:** WINcentive Savings Account (WSA) program begins January 1, 2017. Participants opening an account any time thereafter will participate in an initial 12 month savings period. Participants may continue to save and utilize the WSA for subsequent periods of 12 months, unless and until such time as the WSA is no longer offered or the WSA is closed pursuant to the terms of this Agreement.

**MEMBER PARTICIPATION ELIGIBILITY**

Credit union will establish a WSA and review members for eligibility. In order to participate in a WSA, an account holder must meet the following requirements:

- Be a member with a regular share account.
- Must be a Delaware, Maryland, New Jersey, or Virginia resident at the time of account opening, and continue to be a resident during the savings period. Any account holder that moves out of state becomes ineligible to participate in a WSA, and the WSA will be closed by credit union and funds will be transferred to account holder's share account.
- If resident of New Jersey, account holder must be 18 years of age or older.
- Must be a member in good standing at the time of account opening, and continue to remain in good standing as defined by the credit union during the savings and drawing periods. Any account holder that falls out of good standing status with the credit union at any time during the savings period is ineligible to participate in a WSA, and the WSA may be closed by credit union in its discretion.
- Account holder and/or parent or legal guardian of a minor account holder must review and agree to the terms and conditions of this Agreement.
- Business and trust accounts, other public or private entities, and/or other non-consumer accounts, are not eligible to participate.

**QUALIFYING ACCOUNT**

A WSA 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 WSA may vary, 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) WSA, with a minimum opening deposit of \$5.00. 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.

**DEPOSITS**

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

**EARNED ENTRIES**

WINcentive 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 MnIPC for drawing and reporting purposes. The data file will be deleted by MnIPC as soon as it is imported and is not stored on any third party system or accessible by third party administrators.

## **IMPACT EVALUATION**

The WINcentive 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 MnIPC by the credit unions about account holders under the WINcentive 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**

A participating member may make a maximum of two (2) withdrawals from their WSA during any twelve (12) month period, with early withdrawal penalties of \$10 for a first withdrawal, and \$25 for a second withdrawal. More than two (2) withdrawals within any twelve (12) month period will result in the disqualification of the participating member's WSA from consideration for subsequent prizes and the participating member's forfeiture of any and all entries earned up until account closure, and will result in the closure of the WSA. If an account is closed, the consumer is ineligible to open another WSA for a period of 90 days.

Should an account holder exercise a partial withdrawal as permitted by the account terms, that account holder will only forfeit their entries for that month's drawing to the extent that their balance decreases month-over-month. If an account holder's balance remains at a lower balance due to withdrawal, the following month's lower balance will be considered the opening balance, and the account holder can begin making additional qualifying deposits toward entries.

## **DECISIONS**

By participating in the WSA program, account holders agree to abide by and be bound by these terms and to accept the decisions of MnCUN and Del-One Federal Credit Union as final. Account holders also agree to hold Del-One FCU, MnIPC, 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, Del-One FCU, MnCUN, and the WSA product program, without expectation of additional permission or compensation.

An eligible member that is a WSA holder will automatically receive prize drawing entries based on the month-over-month increased balance in the WSA. For every \$25 increase in month-over-month balance, the member will be awarded one (1) entry into each eligible upcoming prize pool. Del-One Federal Credit Union member-only prize pool entries are limited per member to: a maximum of four (4) entries per month; a maximum of twelve (12) entries per quarter; a maximum of forty eight (48) entries per twelve (12) month savings period.

### **PRIZE ELIGIBILITY**

For an account holder to be eligible to win a prize in a drawing, his/her/their WSA must be open and active at all times through the drawing period. For purposes of the WSA program, any member who holds a WSA 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 WSA 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 WSA 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 from Del-One Federal Credit Union Drawings are cash prizes and may be accepted by the winner in the form of cash, credit union check, or deposited into the winner's regular share account. Prizes will not be deposited into the account holder's WSA, however, account holder is encouraged to consider saving part of any prize winnings by making a subsequent deposit into the WSA. If a winner does not claim their prize in another manner from credit union within 30 days of credit union's contact to member, any prize winnings will automatically be deposited into the winner's share account.

All winners from the Del-One Federal Credit Union Drawings will be selected from among all eligible participants in the drawing pool. Drawings will occur on or about the 15<sup>th</sup> 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. Credit union is responsible for providing this form to its members who have received a prize from the Del-One Federal Credit Union Drawing. Amounts for the Del-One Federal Credit Union Prizes are listed below:

\$50	25 Monthly Drawings
\$500	3 Quarterly Drawings
\$1,000	3 Annual Drawings

### **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 a Del-One Federal Credit Union prize that is equal to that of all other entries in the drawing.

### **PRIZE AND PROGRAM ADMINISTRATION**

## 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 WSA 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, penalty-free: rollover some or all of the funds into a share certificate or other savings product offered by the credit union or otherwise withdrawal some of the saved funds. Any rollover 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 WSA program, shall be governed by, and construed in accordance with, the substantive laws of the State of Delaware. The WSA 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 WSA program. On or after the termination date, the credit union, at its option, may roll any remaining balance from the WSA 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 WSA 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.

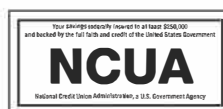
## OTHER AGREEMENTS

**In addition to this Agreement, you agree to be bound by and will comply with all terms and conditions further described in your Del-One Federal Credit Union 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: \_\_\_\_\_



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