

## SAVER'S SWEEPSTAKES™ ACCOUNT AGREEMENT

(For use in addition to account ownership and membership agreements)

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Account number (with suffix)

### Introduction

Educators Credit Union participates in Saver's Sweepstakes, a statewide prize-linked savings program offered by credit unions through the Wisconsin Credit Union League (WCUL). Saver's Sweepstakes accounts are share savings accounts designed to help credit union members save while giving them chances to win monthly, quarterly and annual cash prizes. Deposits can be made at any time and in any amount, but this account restricts withdrawals and imposes early withdrawal penalties during a 12-month savings period.

In this agreement, the credit union offering the Saver's Sweepstakes program will be called "the Credit Union" and you, the account holder, will be called "you." By signing below, you are agreeing to all of the terms and conditions included in this agreement. It is a legally binding contract. Please read and keep a copy of this agreement so that you can refer to it whenever you have a question about your Saver's Sweepstakes account.

### Savings Period

By opening a Saver's Sweepstakes account, you agree to participate in an initial 12-month savings period. You may continue to save and use the account for subsequent 12-month savings periods, unless and until such time as the Saver's Sweepstakes program is no longer offered or your account is closed under the terms of this agreement.

### Participation Eligibility

To open a Saver's Sweepstakes account and participate in the program, you must meet the following requirements:

- The primary account holder must be a Credit Union member with a membership share account.
- Subject to the Credit Union's policies, a minor may be a joint account holder if the primary account holder is 18 years old or older; a minor may be the sole or primary account holder with a parent or legal guardian's written permission; or a Saver's Sweepstakes account for a minor may be held as a custodial account, subject to the Uniform Transfers to Minors Act.
- The primary account holder must be a Wisconsin or Minnesota resident at the time of account opening and continue to be a Wisconsin or Minnesota resident. The primary account holder agrees to notify the Credit Union if he/she transfers residency outside the states of Wisconsin or Minnesota, at which time he/she will become ineligible to participate in Saver's Sweepstakes and the Credit Union will close the account.
- You must be an individual to hold a Saver's Sweepstakes account. Businesses, estates, trusts, organizations, any other public or private entities, unincorporated associations, and/or others

holding the account primarily for non-consumer purposes, are not eligible to participate in Saver's Sweepstakes, either as primary account holders or as joint account holders.

## **Qualifying Account**

A Saver's Sweepstakes account is a type of restricted share savings account. Rates, fees, and other terms and conditions of Saver's Sweepstakes accounts may vary from credit union to credit union. The rates, fees, and other terms and conditions of this Saver's Sweepstakes account are more fully described in the Truth in Savings disclosure accompanying this agreement and in any additional membership or account ownership agreement(s) the Credit Union may require to open an account.

The primary account holder is limited to holding one Saver's Sweepstakes account per participating credit union. However, you may be a joint account holder on more than one Saver's Sweepstakes account at this Credit Union.

This Saver's Sweepstakes account may have multiple owners (such as joint account holders), but only the primary account holder is entered into prize drawings and is eligible to win a prize.

While you may hold a Saver's Sweepstakes account at more than one participating credit union, total maximum entries into the statewide prize pool will be restricted as otherwise described in this agreement.

## **Deposits**

The Credit Union does not require a minimum opening deposit or balance to maintain your Saver's Sweepstakes account.

You may make an unlimited number of deposits into your Saver's Sweepstakes account, at any time and in any amount, but prize entries and eligibility are otherwise limited as set forth in this agreement.

## **Earned Entries**

The primary account holder of this Saver's Sweepstakes account will automatically receive prize drawing entries based on the month-over-month increased balance in the account. For every \$25 increase in month-over-month balance in this Saver's Sweepstakes account, the primary account holder will be awarded one (1) entry into each eligible upcoming prize pool. Entries in statewide prize pools, and in any members-only prize pools that the Credit Union may offer, are limited to: a maximum total of six (6) entries per month; a maximum total of eighteen (18) entries per quarter; a maximum total of seventy-two (72) entries per twelve (12) month savings period per primary account holder. If the primary account holder has Saver's Sweepstakes accounts at more than one participating credit union, it will not increase the maximum total number of entries in statewide prize pools.

## **Prize Eligibility**

For the primary account holder to be eligible to win a prize in a drawing, this Saver's Sweepstakes account must be open at all times through the drawing period.

Primary account holders are only eligible to win once per drawing pool; for example, an account holder, regardless of the number of entries, may only win one monthly drawing per month, one quarterly drawing per quarter, and one annual drawing.

Before receiving any prize, the primary account holder must confirm eligibility by verifying his/her identity with the Credit Union. If the Credit Union determines that the primary account holder was

ineligible at the time of the prize drawing, he/she will forfeit any prize(s) won, and the Credit Union will close the account.

## **Prizes**

All Saver's Sweepstakes prizes are cash prizes. The primary account holder may accept prizes in the form of cash, credit union check, or deposit into his/her membership share account, regardless of whether that account may have joint account holders. Prizes will not be deposited into your Saver's Sweepstakes account; however, you are encouraged to consider saving part of any prize winnings by making a subsequent deposit into your Saver's Sweepstakes account. If the primary account holder does not claim a prize in another manner from Credit Union within thirty (30) days of Credit Union's contacting him/her, any prize winnings will automatically be deposited into the primary account holder's membership share account, regardless of whether that account may have joint account holders.

Statewide prize pool sizes vary depending on the number of participating credit unions contributing to the prize pools at any given time. All statewide drawings and prize amounts are listed and updated from time to time on The Wisconsin Credit Union League website, [www.theleague.coop](http://www.theleague.coop). Information about Credit Union members-only prize drawings (if any) will be available from the Credit Union.

All Saver's Sweepstakes winners will be randomly selected from among all eligible participants in the drawing pool. Drawings will occur on or about the 15 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. Credit Union may report prize winnings as income by issuing any 1099 or other tax reporting documentation or information returns to the primary account holder and filing the same with applicable taxing authorities as may be required by either the Internal Revenue Service, the Wisconsin Department of Revenue, or any other applicable taxing authority for the amount or value of the prize payment(s) awarded.

## **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 in the drawing.

## **Prize & Program Administration**

The Saver's Sweepstakes program is administered by WCUL, the non-profit trade association for Wisconsin's credit unions; and entries and prize drawings are submitted to and conducted by TruLync, an affiliate of the Minnesota Credit Union Network (MnCUN), a non-profit credit union trade association for Minnesota's credit unions.

## **Privacy & Data Privacy**

To participate in the prize drawings, the primary account holder's Taxpayer Identification Number (i.e., Social Security number), as well as other personally identifiable information, is transmitted by Credit Union to TruLync via a secure data sharing process and then encrypted. By signing this agreement, you consent to that sharing. A 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 Saver's Sweepstakes program is part of an ongoing effort by WCUL and Commonwealth, a national

non-profit organization, to assess the impact of prize-linked savings programs on consumers. Non-personally identifiable information provided to TruLync by Credit Union about you will be shared with Commonwealth for research purposes. Commonwealth 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, Commonwealth 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, Commonwealth may disclose such information in accordance with such participant's written authorization.

## **Withdrawals**

You may make a maximum of two withdrawals from this Saver's Sweepstakes account during any 12-month period with early withdrawal penalties, unless waived, of \$10 for a first withdrawal, and \$10 for a second withdrawal. (The credit union waives early withdrawal penalties in the first seven days after a Saver's Sweepstakes account is opened.) More than two withdrawals within any 12-month period will result in the primary account holder's disqualification from subsequent prize drawings, forfeiture of any and all entries earned up until account closure, and the closure of the Saver's Sweepstakes account without penalty. If the account is closed, the primary account holder is ineligible to open another Saver's Sweepstakes account for a period of 90 days. These withdrawal restrictions apply regardless of whether the primary account holder or a joint account holder makes withdrawals. Withdrawals due to legal process, including garnishment or levy, or due to set-off by the Credit Union, are not subject to early withdrawal penalties.

When any withdrawal is made, the primary account holder will forfeit Saver's Sweepstakes prize drawing entries for that prize pool to the extent that the balance decreases month-over-month. If the Saver's Sweepstakes account balance remains at a lower balance due to withdrawals, the following month's lower balance will be considered the opening balance, and you can begin making additional qualifying deposits toward entries.

Unless the Credit Union's account ownership agreement clearly indicates that more than one signature is required, any joint account holder is authorized to act for you on this Saver's Sweepstakes account and on his/her own may transact any business on this account, including but not limited to withdrawing, transferring or closing the account, or pledging as security all of any part of the shares of this account, without your consent. The Credit Union shall have no duty to notify you of any joint account holder's actions.

## **Account Closure**

At the Credit Union's option and subject to any applicable state or federal laws, we may close your Saver's Sweepstakes account and pay out the funds in the account at any time without imposing an early withdrawal penalty when the primary account holder transfers residency outside the states of Wisconsin or Minnesota, is determined to be legally incompetent by a court, is denied services by the credit union for any reason, is expelled from credit union membership, or is found by the credit union to be in violation of the Saver's Sweepstakes Account Agreement or the credit union's membership or account ownership agreement(s), or for any other reason.

Account closure will result in the primary account holder's disqualification from subsequent prize drawings and his/her forfeiture of any and all entries earned up until account closure. He/she will be ineligible to open another Saver's Sweepstakes account for a period of ninety (90) days.

For purposes of the Saver's Sweepstakes program, if the primary account holder dies, the account is immediately disqualified from eligibility in Saver's Sweepstakes drawings held on or after the date of death and will be considered an ordinary savings account. Funds remaining in the account pass according to the applicable terms of the account and applicable state law.

## **Decisions**

By participating in the Saver's Sweepstakes program, you agree to abide by and be bound by these terms and to accept the decisions of WCUL, MnCUN, TruLync, and the Credit Union as final. You also agree to hold Credit Union, each Saver's Sweepstakes participating credit union, TruLync, MnCUN, WCUL, and 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 your 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 Credit Union reserves 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**

You agree to permit the Parties to use your name and likeness, including first name, last name initial, photograph, the amount of the prize(s) you win, and any testimonials or quotes you provide, in any and all materials for promoting the Parties, or the impact evaluation above described, or the Saver's Sweepstakes program, without expectation of additional permission or compensation. This consent includes your permission for the Parties to copyright, publish and in any way use any photographs, recordings or pictures of you or in which you are included, in any format, made through any media. You waive any right to inspect or approve the copy that may be used in connection with any such image, the use to which it may be applied, or the final product. The consent of a parent or legal guardian to this agreement on behalf of a minor includes express consent to the terms of this paragraph as it relates to the minor.

## **Tax Implications**

Winners, whose Taxpayer Identification Numbers are used for reporting the earnings on the Saver's Sweepstakes accounts to the Internal Revenue Service and other appropriate state tax authorities, are solely responsible for all applicable federal, state and local taxes and any expenses associated with prizes, unless otherwise indicated.

## **Post 12-Month Savings Period**

This account will automatically renew at the end of the each twelve (12) consecutive months of savings, with the stated interest/dividend rate and corresponding annual percentage yield (APY) continuing after that time, unless you are otherwise notified of a rate change as required by law; however, during the anniversary month of account opening (month 13), an account holder may do any of the following, penalty-free: roll over some or all of the funds into a share certificate or other savings product offered by the Credit Union; withdraw some or all of the saved funds (subject to the Credit Union's minimum balance requirements); close the account; or do nothing and keep the Saver's Sweepstakes account open for another twelve (12) month savings period. Any roll-over balance that remains in the Saver's Sweepstakes account 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 Saver's Sweepstakes program, shall be governed by, and construed in accordance with, the substantive laws of the State of Wisconsin. The Saver's Sweepstakes program is void where and to the extent prohibited by law.

## **Termination**

Should the Credit Union determine that it will no longer offer Saver's Sweepstakes accounts, it will notify account holders in writing at least sixty (60) days prior to termination of its program. On or after the termination date, the Credit Union, at its option, may roll any remaining balance from the Saver's Sweepstakes account into the primary account holder's membership share account, without penalty, regardless whether that account may have joint account holders, or convert the Saver's Sweepstakes account into another appropriate, similar savings account.

## **Miscellaneous**

The Parties may agree to substitute prizes of equivalent value, amend these terms and conditions or discontinue the Saver's Sweepstakes program at any time. The Parties disclaim any responsibility to notify account holders of any aspect related to the conduct of the prize drawings. Printed copies of this agreement are available during normal business hours at the Credit Union's location.

## **Other Agreements**

In addition to this agreement, you agree to be bound by and comply with all terms and conditions further described in the Credit Union's membership and/or account ownership agreement(s) applicable to this account (Member Agreement(s)), including Credit Union's right of set-off. If this agreement conflicts in any way with the Credit Union's Member Agreement(s), the Member Agreement(s) control.

**PRIMARY ACCOUNT HOLDER**

Print Name \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Current Email \_\_\_\_\_

Contact Number \_\_\_\_\_

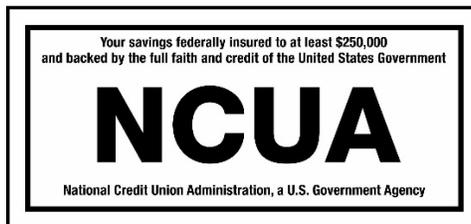
*(If I am a fiduciary – such as a power of attorney agent, custodian, guardian or conservator – I sign in a representative capacity on behalf of the principal/ward I represent, whose name is \_\_\_\_\_ . I understand that only he/she will be eligible to win Saver’s Sweepstakes prize drawings and that any prizes won will belong solely to him/her, not to me.)*

**PARENT/GUARDIAN CONSENT FOR MINOR**

If the primary account holder is a minor, I represent and warrant that I am his/her parent or legal guardian. I have read and agree on behalf of the minor to the terms of this agreement, and I give my irrevocable consent for the minor to open a Saver’s Sweepstakes account and participate in the Saver’s Sweepstakes program.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_





## SAVER'S SWEEPSTAKES™ ACCOUNT TRUTH IN SAVINGS DISCLOSURE

### **Saver's Sweepstakes Restricted Share Savings Account**

A Saver's Sweepstakes account is a restricted share savings account that permits unlimited deposits but limits withdrawals and transfers to promote a minimum 12-month saving period. A person may be the primary account holder on only one Saver's Sweepstakes account per credit union participating in the Saver's Sweepstakes program through the Wisconsin Credit Union League, but may also be a joint account holder on more than one Saver's Sweepstakes account.

### **Transaction Limitations & Early Withdrawal Penalties**

During any 12-month period, the account holder will be permitted a maximum of two withdrawals or transfer of funds from the Saver's Sweepstakes account. In addition to any other fees disclosed in association with Educators Credit Union accounts, an account holder must pay a \$10 penalty for the first withdrawal or transfer in any 12-month period and a \$10 penalty for the second withdrawal or transfer in any 12-month period. If a third withdrawal or transfer is performed within any 12-month period, the account will be closed without penalty, and the account holder will be prohibited from opening another Saver's Sweepstakes account for a period of 90 days. An account holder, at his/her/their option, may also close the account at any time, without additional penalty. Closing the account will result in the forfeiture of prize entries as otherwise enumerated in the Saver's Sweepstakes Account Agreement.

**Early withdrawal penalty waiver:** Educators Credit Union waives early withdrawal penalties in the first seven days after a Saver's Sweepstakes account is opened.

**Regulation D withdrawal penalties:** To the extent the early withdrawal penalties previously disclosed are not imposed for any reason, this savings account is also subject to the withdrawal and transfer limits of the Federal Reserve's Regulation D. During any statement period, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic order or instructions. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure by Educators Credit Union or to a fee of \$30 per item.

**Account closure:** At Educators Credit Union's option, it may close the Saver's Sweepstakes account and pay out the funds in the Saver's Sweepstakes account at any time without imposing an early withdrawal penalty when an account holder dies, transfers residency outside the states of Wisconsin or Minnesota, is determined to be legally incompetent by a court, is denied services by Educators for any reason, is expelled from Educators membership, or is found by Educators to be in violation of the Saver's Sweepstakes Account Agreement or the credit union's membership or account ownership agreement(s).

**Earning entries to Saver's Sweepstakes drawings:** Deposits of funds into the Saver's Sweepstakes account are permitted in any denomination at any time while Educators Credit Union continues to offer the Saver's Sweepstakes program. For every \$25 increase in month-over-month balance, the primary account holder will earn one entry (up to a total of: 6 entries per month/18 entries per quarter/72

entries per 12-month savings period) into any eligible statewide prize drawing conducted among Wisconsin credit unions participating in the Saver's Sweepstakes program through the Wisconsin Credit Union League and into any eligible members-only Saver's Sweepstakes drawing conducted by Educators, subject to additional terms, conditions, limitations and exceptions set out in the Saver's Sweepstakes Account Agreement and in this disclosure.

**End of savings period:** This account will automatically renew at the end of the each 12 consecutive months of savings (the savings period), with the stated interest/dividend rate and corresponding Annual Percentage Yield (APY) continuing after that time, unless you are otherwise notified of a rate change as required by law; however, during the anniversary month of account opening (month 13), the account holder may do any of the following, penalty-free: roll over some or all of the funds into a share certificate or other savings product offered by Educators Credit Union; withdraw some or all of the saved funds (subject to the Credit Union's minimum balance requirements); close the account; or do nothing and keep the Saver's Sweepstakes account open for another 12-month savings period. Any roll-over balance that remains in the account for a subsequent 12-month savings period will be treated as a new deposit for eligibility into subsequent applicable prize pools.

### **Rate Information & Fees**

The rate information and fees for all accounts are shown on an insert provided to you with this disclosure.

### **Credit Union Membership**

Account holder is additionally required to complete payment of one share, based on Educators Credit Union's share price, in a separate share savings account as a condition of Educators membership.

### **Compounding & Crediting**

Dividends will be compounded quarterly and will be credited quarterly. For this account type, the dividend period is quarterly. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period.

**Account closure:** If account holder withdraws all funds from the account prior to the date that interest is credited (or dividends are issued), or if the account is otherwise closed due to one of the exceptions noted within this disclosure, the account holder agrees to forfeit all accrued but uncredited interest/dividends. An account holder may withdraw all funds, and close the account, at any time, without penalty.

### **Balance Information**

**Minimum Balance & Deposit Requirements.** There is no minimum balance or deposit requirement.

**Balance Computation Method.** Dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in your account each day.

**Accrual of Dividends.** Dividends will begin to accrue on the business day you deposit cash or noncash items (e.g., checks) to your account.

### **NATURE OF DIVIDENDS**

Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period.

## Subsequent Disclosures

This disclosure may be updated from time to time, and if it is updated, account holder will receive a notice of updated disclosure as well as the effective date of the updates as required by law.

