

Six Months Free Unlimited Chequing for Business® Offer: Terms and Conditions

By participating in the Six Months Free Unlimited Chequing for Business® Promotion (the “Offer”), all participants agree to abide by these Terms and Conditions (the “Terms and Conditions”). By participating in the Offer, you understand that you are providing your information to First West Credit Union (“First West”). Any information you provide will be used to administer the Offer in accordance with First West’s privacy policy.

Offer

1. The Offer is available to Eligible Member(s) (as defined below) and consists of Six Months Free Unlimited Chequing for Business® (an approximate value of \$216.00 CAD) when an Eligible Member opens a First West membership with an Unlimited Chequing for Business account (the “Account”) during the Offer Period (defined below).
2. The Offer is open only to those entities that are residents of British Columbia and is not open to individuals.
3. The Offer is valid only at the Envision Financial Ladner branch, a division of First West Credit Union.
4. The Offer begins on December 5, 2022 at 9:00 am Pacific Standard Time (“PST”) and ends on February 28, 2023 at 5:00 pm PST (the “Offer Period”). The Account must be opened during the Offer Period to receive the Offer.
5. No purchase is necessary.

Eligibility

6. The Offer is open to entities that:
 - a. Reside in British Columbia; and
 - b. are over the age of 19 on the date that he or she opens the new business membership
(each an “Eligible Member”).
7. To be eligible to receive the Offer, an Eligible Member must:
 - a. Have received an Offer handout from the Ladner branch team during the Offer Period.
 - b. Book an appointment with a representative from the Ladner Business Services team; and
 - c. Open an Account during the Offer Period.

Conditions to the Offer

8. This Offer is available to Eligible Members only.
9. Directors, employees, contractors, agents and other representatives, and their respective immediate families of First West, or any of their affiliates, divisions, or promotional agencies are not eligible to receive the Offer.
10. Only one (1) Offer is available per Eligible Member.
11. The Offer and these Terms and Conditions do not, in any way, affect the standard Account terms and conditions or any other member agreements, terms or conditions, or policies of First West, which continue to apply upon opening the Account with First West.
12. The Offer cannot be combined with any other offer or reward.
13. The Offer must be accepted as offered and cannot be transferred, exchanged, or assigned. No cash substitutions will be permitted.
14. First West reserves the right, in its sole and absolute discretion, to amend or modify these Terms and Conditions, and/or modify, cancel or suspend the Offer, without prior notice for any reason whatsoever, including without limitation in the event that any cause beyond the reasonable control of First West corrupts, or threatens to corrupt, the security or proper administration of the Offer. Without limiting the foregoing, if, for any reason, the Offer is not capable of running as originally planned for any reason, First West reserves the right to cancel the Offer without liability.

General

15. This Offer is subject to all federal, provincial, and other laws applicable in British Columbia. Void where prohibited. First West may, where required by law, disclose any participant or Eligible Member information to government and/or regulatory bodies. If any provision of these Terms and Conditions are found by any court of competent jurisdiction to be unenforceable, all other provisions will remain in full force and effect.
16. By participating in this Offer, each participant, including an Eligible Member, expressly consents to First West using or collecting his or her personal information in accordance with First West's [privacy policy](#).
17. First West, its subsidiaries and affiliates, and any of their respective directors, officers, employees, agents, or other representatives will not, under any circumstances, be responsible for, or liable to any Eligible Members or any other person or entity for any damage or loss, including any loss of use, loss of production, loss of profits (anticipated or otherwise), loss of markets, economic loss, special, indirect or consequential loss or damage or punitive damages, whether in contract, tort or under any other theory of law or equity, arising from, connected with, or relating to the Offer or participation in the Offer, or the use of any First West web site (including the downloading of any materials from that web site) and regardless of the cause or any negligence by First West or anyone for whom First West is responsible, and notwithstanding that First West may have been advised of the possibility of such loss or damage being incurred.
18. None of First West, or any other subsidiary companies of First West, or any of their respective directors, officers, employees, agents, or other representatives will be responsible for injuries,

accidents, loss or misfortune relating to the Offer, a participant or Eligible Member's use of the Offer and/or otherwise resulting from this Offer. Any participant, including an Eligible Member, agrees to indemnify and save harmless First West, or any other subsidiary companies of First West and each of their respective directors, officers, employees, agents and other representatives (and each of them) of and from all claims, demands, proceedings, liabilities and costs whatsoever relating to the Offer, an Eligible Member's use of the Offer and/or resulting from this Offer, including without limitation legal costs on a solicitor-and-client basis. Without limiting anything else contained in these Terms and Conditions, First West and its affiliated companies, and their respective directors, officers, employees, agents, and other representatives are not liable if for any reason this Offer is not capable of being completed in accordance with these Terms and Conditions, including without limitation for reasons relating to technical failures, the loss or non-existence of communications capability, computer virus or tampering, or any other cause.

19. In the event of any discrepancy or inconsistency between these Terms and Conditions and the content of any disclosures or promotional material advertising the Offer, these Terms and Conditions will prevail.
20. All decisions of First West with respect to all aspects of this Offer are final and binding. First West's failure to enforce any of these Terms and Conditions shall not constitute a waiver. First West reserves the right to correct any printing, typographical, computer programming, operating, or any other errors.
21. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR INTERFERE WITH THE LEGITIMATE OPERATION OF THE OFFER MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND FIRST WEST RESERVES THE RIGHT TO SEEK DAMAGES AND/OR OTHER RELIEF FROM ANY AND ALL RESPONSIBLE PERSONS TO THE FULLEST EXTENT PERMITTED BY LAW.
22. By participating in this Offer, you acknowledge that you have read, understood and agreed to be bound by these Terms and Conditions.