



**SAVINGS PERIOD:** WinStrong Savings Account (WSA) program began January 2, 2021. Participants opening an account any time thereafter will participate in all eligible drawings based on the time of account opening. The savings and award period is January 2 through December 31 of each year, and the first and last business day in subsequent calendar years. Participants may continue to save and utilize the WSA for subsequent periods 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:** In order to participate in a WSA, an account owner must meet the following requirements:

- Be a member in good standing with Jeanne D'Arc Credit Union with a regular membership deposit account.
- Must be 18 years of age or older.
- Must be a Massachusetts resident at the time of account opening and continue to be a Massachusetts 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 a Statement Savings Account.
- Must be a member in good standing at the time of account opening and continue to remain in good standing as
  defined by Jeanne D'Arc 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 at its discretion.
- 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 participating member is limited to holding, as primary account holder, one (1) WSA per member, with a minimum opening deposit of \$5.

#### **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:**

An eligible member that is a WSA holder at Jeanne D'Arc Credit Union 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. 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.

Jeanne D'Arc Credit Union ("Credit Union") will hold prize drawings for all WSA participants totaling \$12,000 (monthly/quarterly/annually) with prizes each (month/quarter/annual) awarded to winning members as follows:

Five winning entries will be randomly selected monthly to receive a \$50 cash prize; Two winning entries will be randomly selected quarterly to receive a \$500 cash prize, and One winning entry will be randomly selected annually to receive a \$5,000 cash prize.

Entries are limited to a maximum of four (4) entries per month per member; a maximum number of twelve (12) entries per quarter per member; a maximum number of forty-eight (48) entries per twelve (12) month annual savings period per member.

## PRIZE ELIGIBILITY:

For an account holder to be eligible to win a prize in a drawing, the 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 are cash prizes and will be deposited into the winner's WSA account. Prize winnings may be withdrawn from the member's account, in the month they are awarded, without penalty, however, account holder is encouraged to consider saving part of any prize winnings in the WSA account.

All winners will be selected from among all eligible participants in the drawing pool. Drawings will occur on or about the 10<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 1099 form. Jeanne D'Arc Credit Union will provide this form to its members who have received a prize from the drawing that meets or exceeds the regulations for reporting in adherence to the MA state tax laws.

## **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:

WinStrong 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 (collectively with Credit Union, "the parties").

## **PRIVACY & DATA PRIVACY:**

To participate in the prize drawings, the 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 WinStrong Savings program is part of an ongoing effort by MnCUN and Commonwealth, formerly D2D Fund, Inc. (Commonwealth) 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 WinStrong program 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:

A participating member may make a maximum of two (2) withdrawals from their WSA during the twelve (12) month calendar period, with early withdrawal penalties of \$10 for a first withdrawal, and \$25 for a second withdrawal. More than two (2) withdrawals within the 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 member 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. ATM Cards will not be issued with a WSA and Online Banking access will be limited to inquiries, Remote Deposits, and Transfers In, only.

#### **ANNUAL SAVINGS PERIOD:**

The first business day of January each year, an account holder may continue participation in WSA for a subsequent calendar year savings period. During January, the first month of the new annual savings period, an account holder may do any of the following, penalty-free: roll over some or all of the funds into a certificate of deposit or other savings

product offered by the credit union or otherwise withdraw some of the saved funds without penalty. Any roll-over balance that remains at the end of that month will be treated as a new deposit for eligibility into applicable prize pools for the subsequent calendar year savings period.

## **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 Jeanne D'Arc Credit Union as final. Account holders also agree to hold Jeanne D'Arc 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. Jeanne D'Arc 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, Commonwealth, the Credit Union, MnCUN, and the WSA 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.

#### **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 Massachusetts. The WSA program is void where and to the extent prohibited by law.

#### **TERMINATION:**

Should Jeanne D'Arc 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 account into a Statement Savings 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 or online at www.jdcu.org

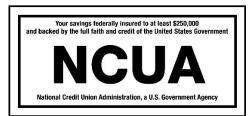
## **OTHER AGREEMENTS:**

In addition to this Agreement, you agree to be bound by and will comply with all terms and conditions further described in your Jeanne D'Arc Credit Union Membership and Account Agreement (Member Agreement), including Jeanne D'Arc'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:	

Member Signature: \_\_\_\_\_





Federally insured by NCUA up to \$250,000. Shares and Deposits in excess of NCUA limits are fully insured by MSIC.