



## **TERMS AND CONDITIONS**

**By submitting an application to the Connex 80 Years of Dreams promotional campaign, you hereby acknowledge that you have reviewed, understand and agree to the following terms and conditions. If you do not agree to these terms and conditions, please do not submit an application.**

### **Eligibility Requirements**

**I.A.** Connex Credit Union (“Connex”) is looking for no more than 5 individual members of Connex who have benefited from financial assistance from Connex or personal financial planning and budget management advice from a Connex Financial Advocate and is willing to share their story. The member must also meet the additional requirements described below.

- Be an individual member in good standing of Connex and have an active Connex Share Savings account.
- Be a Connecticut resident and at least 18 years of age when you apply to participate in the 80 Years of Dreams promotional campaign (the “Campaign”).
- Submit a complete application and accompanying Release Agreement to Connex. Stories submitted with your application may be written or supplied by video. Applications must be submitted online at [Connexdreams.com](http://Connexdreams.com) or mailed and postmarked on or before July 31, 2020. If mailed, send applications to:

80 Years of Dreams  
Connex Credit Union  
412 Washington Avenue  
PO Box 477  
North Haven, CT 06473

**I.B. Important exclusions:** Employees, former employees, directors and officers of Connex Credit Union and Mason, Inc. and any other companies associated with the promotion of 80 Years of Dreams, and their respective parents, subsidiaries, affiliates, consultants, contractors, advertising, public relations, promotion, fulfillment and marketing agencies, as well as the immediate family (spouse, parent, sibling, or child) and persons living in the same household (whether related or not) of each such employee, former employee, director or officer of any of the foregoing listed entities are not eligible to participate.

Only one application per home address or individual member is permitted.

**I.C.** If your 80 Years of Dreams application is selected for additional review and further consideration, you must meet with Connex for a preliminary interview. This interview may be conducted in person or virtually using a video conferencing platform of Connex’s choosing.

After this meeting, Connex will choose up to 5 individual applicants to participate in the 80 Years of Dreams Campaign (each a “Participant”) at Connex’s sole discretion.

**I.D.** All decisions of Connex concerning 80 Years of Dreams participation and bonus eligibility are final, absolute and not subject to review or appeal.

Connex may in its sole discretion choose to postpone, cancel, or terminate the 80 Years of Dreams Campaign before any bonuses are awarded.

**II. If you are selected as an 80 Years of Dreams Participant, you must:**

- Execute and provide all waivers and release agreements required by Connex.
- Be willing to be interviewed for print and electronic media and all other media discussing the how Connex improved your financial life for the 80 Years of Dreams Campaign.
- Participate in photo and/or video shoots for purposes of the 80 Years of Dreams Campaign.
- Agree to have your identity (including name and town) and your participation in the 80 Years of Dreams Campaign, including images of you (including still pictures, video, and audio), and (if applicable) members of your household or other person collaborating with you in the 80 Years of Dreams publicized through media (including social media, out-of-home, print, radio and others) as selected by Connex in its sole discretion.
- Be willing to reveal and share information about your personal financial situation with the public.

**III. Compensation**

In full consideration of the Participant's performance, his/her obligations and the rights granted herein, the Participant shall receive a bonus in the amount of \$1,000.00 (one thousand dollars and no cents), which will be deposited in the Participants Connex Share Savings account within ninety (90) days of Participant complying with all Connex's requests relating to the Campaign, including submission of all required agreements, participating in the interview, photo and video shoot. The Participant is responsible for paying all applicable taxes related to the receipt of the bonus. If for any reason Connex is unable to award any of the bonuses to eligible 80 Years of Dreams Participants, the bonuses may remain unrewarded (unpaid) in Connex's sole discretion.

**IV. Participant Selection**

Connex will attempt to notify the potential Participants via telephone or email after making its decision regarding the Participants. If a potential Participant cannot be reached within five (5) days after the date of the first attempt by Connex to contact him/her, or does not give Connex any waiver and release agreements required by Connex, or is disqualified for any other reason, that potential Participant forfeits the participation and Connex may select an alternate potential Participant in his/her place.

**V. Assignment of Deliverables.**

Any and all materials submitted to Connex in connection with your application to be a 80 Years of Dreams Participant and in connection with your participation in the 80 Years of Dreams Campaign will be retained by Connex and will become the property of Connex and will not be returned to you regardless of whether you are selected as a 80 Years of Dreams Participant. Connex, in its sole discretion, may use, alter, modify, create derivative works from, and/or otherwise utilize any submission, for publicity, marketing purposes, or other similar purposes, and/or as a testimonial or endorsement of Connex's services.

By submitting an application and participating in the Campaign, you hereby irrevocably assign, convey and otherwise transfer to Connex, and its respective successors, licensees, and assigns, all right, title and interest worldwide in and to your application, submission and all other works of authorship created by or featuring you in connection with the Campaign ("the Deliverables"), including but not limited to all photographs, video and written matter, and all proprietary rights therein, including, without limitation, all copyrights, trademarks, design patents, trade secret rights, moral rights, derivative rights, all contract and licensing rights, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world. In the event you have any right in the Deliverables which cannot be assigned, you agree to waive enforcement worldwide of such right against Connex, its distributors, and customers or, if necessary, exclusively license such right worldwide to Connex, with the right to sublicense. These rights are assignable by Connex.

Any expenses incurred by Participant, and if applicable, members of your household or other persons collaborating with you in the 80 Years of Dreams Campaign, incurred during the 80 Years of Dreams application process or in connection with your participation in the 80 Years of Dreams Campaign (including without limitation expenses associated with meeting with a Connex Financial Advocacy Coach at a Connex branch) are your sole responsibility, and Connex will not reimburse you for any 80 Years of Dreams-related expenses. Connex does not impose any fee or charge to meet or work with a Financial Advocate, and Financial Advocates do not impose any fee or charge in connection with their personal financial advisory and related financial planning services. (See also VI. below.) Connex's usual and customary service charges apply to Connex share accounts (including "80 Years of Dreams" share accounts) and other Connex financial products as described in

the Connex Membership and Account Agreement, Truth-in-Savings Disclosure, and other applicable account agreements and disclosures.

#### **VI. Deliverables**

The Participant will submit an application, sign and execute all requested waivers and release agreements as well as participate in an interview, photo and video shoot, to be scheduled at a mutually convenient time. I understand and agree that such Deliverables may be reproduced, publicized and otherwise utilized in any media now known or hereinafter devised, including but not limited to the internet. I also understand and agree that I may or may not be identified by name and/or title in printed, web, or broadcast information that might accompany the Deliverables. I understand and agree that I will not have an opportunity to review the final products featuring the Deliverables before they are published or distributed.

#### **VII. Cancellation**

Either party may terminate this agreement upon ten days prior written notice if the other party breaches this agreement and does not cure such breach within such time period. In addition, in the event that the Participant has breached this agreement, Connex may instruct the Participant to cease all promotional activities related to the Campaign or make appropriate clarifying statements, and the Participant shall immediately comply. Notwithstanding the foregoing, Connex may terminate this Agreement as to Participant, with or without cause, effective immediately, upon written notice to Participant. Notwithstanding any termination hereof by either party, the assignment of the Deliverables pursuant to Section V hereof shall remain in full force and effect and Connex may continue to use Participant's Deliverables in connection with the Campaign.

#### **VIII. Miscellaneous.**

Individual members of Connex may make their own meeting arrangements with Connex Financial Advocates, separate and apart from the 80 Years of Dreams Campaign. Connex Financial Advocacy Coaches are available to meet with individual Connex members at no charge at pre-arranged times during regular Connex branch business hours. Applying to participate in, and participation in, the 80 Years of Dreams Campaign is not required to meet with a Connex Financial Advocacy Coach. For more information about Connex Financial Advocacy Coaches please see visit our website at [connexcu.org](http://connexcu.org), then go to Member Info & Resources, then Advocacy.

Connex Credit Union is sponsoring and administering the 80 Years of Dreams Campaign with the assistance of Mason, Inc. Connex Credit Union is federally insured by the National Credit Union Administration.

No purchase is necessary to participate in the 80 Years of Dreams Campaign. Participation in the Campaign is void where prohibited or restricted by law.

### **80 Years of Dreams Application Release Agreement**

I, the individual Connex member submitting an application to be considered as a Participant in CONNEX CREDIT UNION'S 80 Years of Dreams marketing campaign (the "80 Years of Dreams"), represent and warrant that:

- The information and responses provided by me in connection with the foregoing application are true, complete and correct;
- I have completed this application honestly and accurately;
- I meet and will continue to meet the 80 Years of Dreams eligibility requirements described in Section I.A. above for the duration of the 80 Years of Dreams, and I am not excluded from participating in the 80 Years of Dreams for reasons described in Section I.B. above; and
- I have read, understand, and agree to Sections I through VII above and the additional terms of this Release Agreement below. I also understand, acknowledge and agree that if any of the information I provide in connection with my 80 Years of Dreams participation (whether now or in the future) is found to be false or incomplete, I may be excluded from participation in the 80 Years of Dreams.

In addition, I agree as follows:

- CONNEX CREDIT UNION ("Connex") may or may not select me for further consideration to be part of the 80 Years of Dreams in its sole and absolute discretion. Connex has no obligation to interview me and/or select me as an 80 Years of Dreams Participant and may choose 80 Years of Dreams Participants in its sole and absolute discretion.

- All decisions by Connex concerning selection of Participants and all other matters relating to the 80 Years of Dreams are final and not subject to review or appeal.
- If I am selected for further consideration as a potential 80 Years of Dreams Participant, I may be required to complete, sign and provide additional application materials, release forms and other documents, and meet additional 80 Years of Dreams requirements summarized above in this application.
- I will notify Connex as soon as my eligibility for participating in the 80 Years of Dreams changes.
- Even if I am selected as a Participant, Connex has no obligation to broadcast or exploit the 80 Years of Dreams.
- I authorize Connex to investigate, access and collect information about me, my finances, any statements made by me in my application, any supporting documents and any other documents that I have submitted or will submit in connection with my application to be selected as a Participant in the 80 Years of Dreams, or any other written document I provide in connection with the 80 Years of Dreams. I acknowledge and agree that any such information obtained by Connex about me in connection with the 80 Years of Dreams may be used for purposes of selecting 80 Years of Dreams Participants, and may be described or otherwise related to and in connection with the 80 Years of Dreams, including, without limitation, in advertisements, promotions, publicity, marketing, and in any other manner in its sole discretion, as described more fully in the following paragraphs of this Release Agreement.
- I hereby consent to a background check and credit check to be undertaken on behalf of Connex.

By submitting my application to participate in the 80 Years of Dreams, I also agree to the recording, use and reuse by Connex and Mason, Inc. and any of their respective consultants, contractors and affiliated entities and each of their respective employees, contractors, agents, officers and directors (collectively "Releasees") of my voice, actions, likeness, name, appearance, biographical material and any information contained in, derived from, or relating to my participation in the 80 Years of Dreams, including without limitation editorial comments made by or about me, and any audio, video or other recordings or still pictures of me taken during my participation in the 80 Years of Dreams or contained in any materials or documents submitted by me in connection with the 80 Years of Dreams (collectively "Likeness") as such may be edited, altered or modified by Connex or any of the other Releasees at their sole discretion, in any and all media now known or hereafter devised, worldwide in perpetuity, in or in connection with the 80 Years of Dreams, including, without limitation, in advertisements, promotions, publicity, marketing, or in any other manner, regardless of whether I am chosen as a Participant in the 80 Years of Dreams or not.

By submitting my application, I also agree that the Releasees may use all or any part of my Likeness, and may alter or modify it regardless of whether or not I am recognizable. I further agree that Releasees exclusively own all rights, title and interest (including, without limitation, all copyrights) in and to any audio, video or other recordings or still pictures made by any of the Releasees as well as any materials that I have provided or may provide in connection with the 80 Years of Dreams (collectively the "Materials") including, without limitation, the right to edit, alter or modify the Materials and to use all or part of the Materials and my Likeness in any manner and in any and all media now known or hereafter devised worldwide, in perpetuity. I grant the rights hereunder whether or not I am chosen as a Participant in the 80 Years of Dreams or not. I release, hold harmless, and indemnify Releasees from any and all liability arising out of their recording or use of my Likeness and/or the Materials (including, without limitation, any claim that such use defames me, is an appropriation of likeness, or invades any right of privacy and/or publicity).

By submitting this application, to the fullest extent permitted by applicable law, I hereby release, hold harmless and indemnify Connex and all other Releasees and any television station or channel, cable network or satellite network that publicizes the 80 Years of Dreams, the other Participants in the 80 Years of Dreams, the advertisers connected with the 80 Years of Dreams, each of their respective parent, subsidiary and affiliated companies, all other persons and entities connected with or engaged in connection with the 80 Years of Dreams, and each of their respective officers, directors, agents, representatives, employees, contractors, successors, assignees, and licensees from any and all claims, actions, damages, liabilities, losses, costs and expenses of any kind (including, without limitation, attorneys' fees) arising out of, resulting from, or by reason of, my application for or participation in or in connection with the 80 Years of Dreams, including, without limitation, (i) my participation in the Participant selection process of the 80 Years of Dreams, (ii) any exploitation of the 80 Years of Dreams or my appearance in the 80 Years of Dreams, (iii) the failure of Connex to select me as a Participant, (iv) the cancellation, postponement or termination of the 80 Years of Dreams, (v) any use of my Likeness or the Material in connection with the 80 Years of Dreams, including any claims of infringement by any third parties, (vi) any errors or problems in connection with the 80 Years of Dreams (including without limitation

errors that may occur in the administration of the 80 Years of Dreams or the announcement of participants), (vii) any injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from my participation in the 80 Years of Dreams, and (viii) any nonreceipt, receipt, acceptance, use or misuse of any bonus compensation paid in connection herewith. I waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages that may be directly or indirectly related to my participation in any aspect of the 80 Years of Dreams.

Other than the possibility of receiving compensation as a Participant of 80 Years of Dreams promotional campaign, I understand that neither I nor anyone else will be paid for my granting the above rights, or for my agreeing to the terms of this Release Agreement by submitting my application. My participation in the 80 Years of Dreams will not entitle me to any wages, salary, or other compensation.

**Disputes:** I agree to the fullest extent permitted by applicable law that any and all disputes, claims and causes of action arising out of, or connected with, the 80 Years of Dreams or any 80 Years of Dreams bonus shall be resolved **individually, without resort to any form of class or mass action, and exclusively by the appropriate court located in Connecticut before a judge only and without any jury.**

I have read and fully understand this Release Agreement, and I agree to abide by and be bound by this Release Agreement and by all 80 Years of Dreams and 80 Years of Dreams bonus eligibility requirements determined by Connex at its sole discretion.

This Release Agreement will be interpreted under, and the 80 Years of Dreams (including my rights and obligations and Connex's rights and obligations in connection with the 80 Years of Dreams) will be governed by and construed in accordance with the laws of the state of Connecticut without regard to principles of choice of law or conflict of law.

I HEREBY ACKNOWLEDGE THAT I HAVE BEEN ADVISED TO CONSULT WITH AN ATTORNEY AND HAVE CONSULTED AN ATTORNEY ABOUT THIS DOCUMENT, OR I AM CONFIRMING MY CHOICE NOT TO CONSULT WITH AN ATTORNEY ABOUT THIS DOCUMENT, BEFORE SUBMITTING MY APPLICATION.