

**Please read these terms and conditions (the "Agreement"; the "Terms and Conditions") carefully before participating in the Texans Credit Union ("Texans") Refer-A-Friend New Member Program ("Program").**

This Agreement explains the Terms and Conditions that govern the Program. It is your responsibility to ensure that you have read and understand them. By receiving any privilege, reward or benefit in connection to the Program, you agree to be bound by the respective Terms and Conditions of the Program.

**ELIGIBILITY:** The person referring ("Member") must have a Texans Share Account and must accurately complete the form with all required information. All of Member's Texans accounts must be in good standing to be eligible for participation in the Program. If Member should cease to be a Texans member or fall out of good standing before reward(s) is/are paid, the Member will not be eligible to receive reward(s). Program is not valid in combination with any other offer, or for employees of Texans Credit Union, its affiliates and their families.

The person being referred ("Referral") must meet the following requirements to qualify for participation in the Program:

1. Not have been a Texans member (joint or primary ) for at least one year prior to opening accounts as part of Program;
2. Member must open individual accounts and cannot merely be added as joint on the Referral's accounts;
3. Meet all criteria needed to open a Texans share account and Texans checking account, and open both accounts between by December 31, 2018;
4. Set up a direct deposit into Texans checking account within 30 days of account opening;
5. Surrender referral form/referral email to Texans staff at time of account opening;
6. Maintain all Texans accounts in good standing through time of reward distribution

The Program form and/or referral email are available at [www.texanscu.org/refer](http://www.texanscu.org/refer).

**REFERRAL PROGRAM REWARDS:** Member is awarded a credit valued at \$25.00 USD within four (4) to six (6) weeks after Referral's direct deposit of funds into Texans checking account. The reward will be deposited into Member's Texans checking account (or if no checking account, Member's share account), for each qualified Referral that meets the above conditions by December 31, 2018. There is no limit to the number of eligible referrals a Member can submit and no limit to the number of rewards a Member can receive, if all conditions in these Official Rules are met. Only one reward will be issued for each Referral based on the name of the Member on the referral form/referral email (in the case of multiple referral forms/referral emails submitted, the one with the earliest date will be rewarded).

In order for Member to receive the reward, both Member and Referral must remain members of Texans and all their respective accounts must remain in good standing through the time of reward distribution.

No rewards will be distributed after March 31, 2019. Any questions or claims regarding unpaid rewards must be submitted to Texans in writing prior to the end of normal business hours on February 28, 2019.

**REWARD CONDITIONS:** No transfer or assignment of any reward is permitted, except at the sole discretion of Texans. No substitution of reward will be permitted, except at the sole discretion of Texans, who reserves the right to substitute a cash reward with another reward of equal or greater value. Taxes, if any, are the responsibility of the individual winner; a Miscellaneous Form 1099 will be issued as required by law. Texans will not be responsible for any act of God, acts of terrorism, civil disturbances, work stoppage, force majeure, or other event, condition, or occurrence outside the control of Texans that may cause the failure to deliver any part of the reward or the entire reward.

**PROGRAM LIMITATIONS:** The Program and participation therein are offered at the sole discretion of Texans, and Texans has the right to change the respective Program Terms and Conditions, in whole or in part, or to discontinue the Program, at any time without notice or liability to Members. Texans reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the referral process or the operation of the Program or to be acting in violation of these Official Rules. Texans' failure to enforce any term of these Official Rules will not constitute a waiver of this provision. All Parties are subject to verification and compliance with these Official Rules.

**WAIVER OF LIABILITY:** Except where prohibited, all participants agree to release and hold Texans and its subsidiaries, affiliates, officers, directors, employees, agents, independent contractors and all others associated with the development and execution of this program (the “Released Parties”) harmless from any and all liability with respect to, or in any way arising from, or in connection with: a) his/her participation in this program and/or the acceptance, possession or use of any reward that may be awarded to him/her, including, but not limited to, liability for personal, bodily injury, death, damages or loss of any kind; b) unauthorized human intervention in the program; c) technical errors, programming errors, transmission defaults or interruptions related to computers, mobile phones, software, servers, or telephone or network lines; d) computer server or telephone service failure and/or delayed, garbled or corrupted data transmitted by participants; e) sending, printing or typographical errors; f) errors in the administration of the program or the procession of referrals; g) late, lost or undeliverable mail, rewards, email or shipments; or h) any loss or damage to any participant’s or to any other person’s computer or electronic device relating to, or resulting from, playing or downloading any information or software in connection with the program. The Released Parties are not responsible for i) incomplete, lost, illegible, late, stolen or mis-directed referrals and ii) technical, hardware, software or telephone/Internet malfunctions of any kind, transmission defaults, corrupted data, hardware or software malfunctions, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user, or by any of the equipment or programming associated with or utilized in the program, or by any human or other errors that may occur in connection with the program, as applicable.

**DISPUTES:** By accepting a reward, Member acknowledges and agrees that, to the extent allowed by law, Texans has neither made, nor is in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to any reward, including without limitation, its quality, mechanical condition or fitness for a particular purpose. As a condition of participating in the Program, Member agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Program, shall be resolved individually, without resort to any form of class action, before a court of competent jurisdiction located in Dallas County, Texas, under the laws of the State of Texas (without regard to conflicts of law principles). Each participant hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys’ fees, other than participant’s actual out-of-pocket expenses.

**PUBLICITY RELEASE:** By entering this promotion and accepting a reward, Member grants to Texans and each of its affiliates, agents, and representatives the right to depict, publish, publicize, license, and/or exploit all or part of their name and likeness, for advertising, promotional, and trade purposes in any and all media now known or hereafter developed, in perpetuity, without notice and without compensation, except where prohibited by law.

**GENERAL CONDITIONS:** Program is not valid in combination with any other offer, or for employees of Texans Credit Union, its affiliates and their families. In the event there is a discrepancy or inconsistency between the English language version and any other language version of these Official Rules or of any promotional materials, the English version will prevail, govern and control.

**SPONSOR:** The sponsor of the Program is Texans Credit Union. This credit union is federally insured by the National Credit Union Administration.