## PSCU's Credit Union Give Back Sweepstakes Official Rules

BY ENTERING OR OTHERWISE PARTICIPATING IN THE SWEEPSTAKES, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY. WITHOUT LIMITATION, THIS CONTRACT REQUIRES YOU TO INDEMNIFY AND RELEASE ALL CLAIMS AGAINST THE SWEEPSTAKES ENTITIES AND TO AGREE TO ARBITRATION WITH NO CLASS RELIEF AND A LIMITATION OF YOUR RIGHTS AND REMEDIES. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION WITH NO CLASS RELIEF.

NO PURCHASE, ENTRY FEE, CREDIT OR DEBIT CARD USAGE TRANSACTIONS, OF ANY KIND IS NECESSARY TO ENTER OR WIN. NON-PURCHASE ENTRIES AND PURCHASE ENTRIES HAVE AN EQUAL CHANCE OF WINNING. SWEEPSTAKES OPEN TO ELIGIBLE CREDIT OR DEBIT CARDHOLDERS, ENROLLED IN A PARTICIPATING CREDIT UNION REWARDS PROGRAM, WHO ARE LEGAL RESIDENTS OF THE 50 UNITED STATES, D.C. OR PUERTO RICO, 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY. VOID WHERE PROHIBITED.

**ELIGIBILITY**: Sweepstakes is open only to eligible credit and debit cardholders who are legal residents of the 50 United States, D.C. or Puerto Rico, who must have either a Social Security Number or Tax Identification Number, and are 18 years of age or older at time of entry, who are enrolled in a participating Credit Union Rewards Program. Employees of PSCU ("Sponsor"), operating and participating credit unions, their affiliate organizations or service organizations, marketing agencies, prize suppliers, Marden-Kane, Inc. ("Administrator") and their immediate families (spouse, parents, IRS dependent, children and siblings and their respective spouses) and/or those living in the same household of such employees, whether related or not, are ineligible. Sponsor reserves the right to verify eligibility qualifications of any winner. Sponsor is not required to enter into correspondence with entrants, including via e-mail. Sweepstakes is subject to all applicable, federal, state, local laws and regulations. Void in U.S. Virgin Islands and U.S. military bases outside the 50 U.S. States/D.C. and Puerto Rico, and wherever else or otherwise prohibited by law.

<u>TIMING</u>: The PSCU's Credit Union Give Back Sweepstakes (the "Sweepstakes") begins at 12:00 a.m. Eastern Daylight Time (EDT) on July 10, 2023 and ends at 11:59:59 p.m. EDT on October 29, 2023 ("Promotion Period"). The Sweepstakes consists of four (4) Sweepstakes Entry Periods (each a separate "Sweepstakes Entry Period") which corresponds to four (4) random drawings that will include eligible non-winning entries that will automatically roll-over to all subsequent Sweepstakes Entry Periods as defined below in the Random Drawing Schedule. Sponsor's computer is the official timekeeping device for this Sweepstakes.

## **HOW TO ENTER AND RANDOM DRAWING SCHEDULE**

There are two (2) ways to enter:

• Automatic Entry with eligible purchase: Eligible rewards credit and debit cardholders will receive one (1) Entry for making a minimum of four (4) qualified purchases (transactions routed to the issuer's processor may be limited to signature transactions only), net of returns, charged to any of their participating credit union credit or debit card accounts during each week of a Sweepstakes Entry Period and will be automatically entered into the random drawing for that Sweepstakes Entry Period. All non-winning entries will also automatically roll-over to be eligible in the next Sweepstakes Entry Period as noted below in the Random Drawing Schedule. Account adjustment transactions/returns, Automatic Teller Machine (ATM) withdrawals, finance charges, fees, cash advances, convenience checks, foreign transaction currency charges, or insurance charges are not considered eligible transactions for receiving a Sweepstakes Entry. Entries from unauthorized card use or purchases made on cards that

have not been enrolled in a participating Credit Union Rewards Program or made with lost, stolen or fraudulent credit or debit cards are void.

• To enter without a purchase or obligation of any kind: Register your contact information online at: <a href="https://cugivebacksweepstakes.com/">https://cugivebacksweepstakes.com/</a> and you will be required to answer survey questions listed on the form regarding use of your credit union's products and services. For each Sweepstakes Entry Period, if registered as noted above, complete the survey questions found at <a href="https://cugivebacksweepstakes.com/">https://cugivebacksweepstakes.com/</a> and earn one (1) Entry into the random drawing for each week for that Sweepstakes Entry Period and all subsequent Sweepstakes Entry Periods.

Non-winning Sweepstakes Entries received for one Sweepstakes Entry Period will automatically roll-over to be eligible for all remaining subsequent Random Drawings. There is a limit of four (4) Sweepstakes Entries allowed per person for each Sweepstakes Entry Period regardless of method of entry and all Entries must be received by the dates listed below in the Random Drawing Schedule. Overall, there is a limit of sixteen (16) Sweepstakes Entries allowed per person for the entire Promotion Period regardless of method of entry. Entries received in excess of the allowable limit noted above will be void.

## **Random Drawing Schedule**

Random Drawing	Sweepstakes Entry Period (non-winning entries will automatically roll-over to all subsequent Sweepstakes Entry Periods)	Drawing Date	Prizes available to be awarded
#1	07/10/2023 12:00 a.m. EDT - 08/06/2023 11:59:59 PM EDT	08/18/2023	5 winners will each receive a \$5,000 check
#2 – will include non-winning entries from Random Drawing #1	08/7/2023 12:00 a.m. EDT - 09/3/2023 11:59:59 PM EDT	09/15/2023	5 winners will each receive a \$5,000 check
#3 – will include non-winning entries from Random Drawing #2	09/4/2023 12:00 a.m. EDT- 10/1/2023 11:59:59 PM EDT	10/13/2023	5 winners will each receive a \$5,000 check
#4– will include non-winning entries from Random Drawing #3	10/2/2023 12:00 a.m. EDT - 10/29/2023 11:59:59 PM EDT	11/10/2023	5 winners will each receive a \$5,000 check

The registration of your contact information and the use of your credit union credit or debit card to make a purchase and/or your submission of an alternate online method of entry constitute your consent to participate in this Sweepstakes and to be bound by the Official Rules and the decisions of the Releasees as defined below that shall be final and binding in all respects. Multiple entrants are not permitted to share the same email address. Proof of submission of the online Entry (such as a copy in a "sent" folder) does not constitute proof of receipt to serve as the Sweepstakes Entry. Automated and/or repetitive electronic submission of Entries (including but not limited to Entries made using any script, macro, bot, or Sweepstakes service) will be disqualified and transmissions from such automated and/or repetitive electronic sources may be blocked. Entries generated by these or by any other automatic or mechanical means are void.

RANDOM DRAWINGS DETAILS & ODDS OF WINNING Random drawings will be held according to the dates listed above in the Random Drawing Schedule from all eligible Entries received by Marden-Kane, Inc., an independent judging organization headquartered in Syosset, NY, USA. Decisions of the judges are final on all matters relating to this Sweepstakes. Limit one (1) Grand Prize per person/family/household for the entire Promotion Period. Odds of winning for a particular Sweepstakes Entry Period are dependent upon the total number of eligible entries received for that specific Sweepstakes Entry Period plus the Sweepstakes Entry Period preceding it. Prizes are nontransferable and no substitutions are allowed except

by the Sponsor (as noted below) who reserves the right to award a prize of equal or greater approximate value and comparable use for any reason.

PRIZES: Total of twenty (20) Grand Prizes will be available to be awarded during the entire Promotion Period. Five (5) Grand Prizes will be awarded for each of the four (4) random drawings, as noted above in the Random Drawing Schedule. Each prize will consist of: A \$5,000 check to be mailed to each winner within five (5) weeks of winner being verified, Value: \$5,000. Total Value of all prizes available to be awarded: \$100,000. Sponsor reserves the right to substitute the prize for one of equal value or comparable use for any reason. Any and all costs and expenses associated with prize acceptance and use not specifically stated within these Official Rules as being provided, are the sole responsibility of the Grand Prize winner including all applicable federal, state, and local income taxes. If a potential Prize Winner is deemed a minor in his/her state of residence (residents of Alabama and Nebraska must be 19 years of age or older; residents of Mississippi and Puerto Rico must be 21 years of age or older; and residents of all remaining States and the District of Columbia must be 18 years of age or older in order to be age of majority) at the time of entry, his or her respective parent or legal guardian may be required to execute the Affidavit of Eligibility/Liability/Publicity Release document in order to accept the prize on behalf of the winner. If parent or legal guardian is unavailable to execute this document, the winner will not receive the prize and will not be entitled to receive any compensation.

Winner will receive a 1099-MISC Tax Form for the actual value of the prize to file with the IRS for the 2023 tax year. The winner shall bear all risk of the prize check being lost, damaged or cashed without permission after it has been delivered to winner. No more than the stated number of Grand Prizes will be awarded for each Sweepstakes Entry Period. In the event that production, technical, programming or any other reasons cause more than the stated number of Grand Prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of Grand Prizes by a random drawing among all legitimate, unawarded, eligible prize claims. You will <u>NEVER</u> be asked to provide a payment of any kind as a condition of receiving a prize. That is a sure sign of a sweepstakes scam.

GENERAL CONDITIONS: All materials submitted become the sole property of the Sponsor and will not be returned. Potential prize winners will be notified by mail, phone and/or email and must complete, notarize and return the Affidavit of Eligibility/Release of Liability/Prize Acceptance Form, and (where legal) a Publicity Release within five (5) days of attempted notification. The winner's Affidavit Form is subject to verification by Sponsor. The awarding of the prize is contingent on each individual's full compliance with these Official Rules, as determined by Sponsor in its sole discretion. If winner is found to have falsified any data or material, the winner forfeits his/her prize and is disqualified, and an alternate winner will be selected according to the original winner selection method, time permitting. If prize notification is undeliverable or if potential winner does not comply within the applicable time period as stated above, he/she will be disqualified and an alternate winner will be selected. Releasees as defined below are not responsible if a Potential Winner does not receive the Winner Notification forms or corresponding Prize because a fraudulent e-mail address or other inaccurate contact information was provided or if the e-mail sent to a potential prize winner is misdirected or bounces back or is intercepted by SPAM or other e-mail filters.

Acceptance of Prize constitutes permission to the Sponsor and its agencies to use winner's name, city, state, comments, photograph, voice and/or likeness as part of promotional emails being sent to all participating cardholders during the Promotion Period along with other purposes of advertising, trade and/or publicity without further compensation in all media now known or hereafter discovered, worldwide and on the World Wide Web in perpetuity without notice, review or approval, unless prohibited by law.

Each winner, who is an eligible credit or debit card cardholder of a participating credit union, must have an account in good standing in accordance with the terms described in the Credit Card Agreement, Credit Union Provisions, and Rewards Program Rules and Conditions in order to receive the Prize. In the instance of co-applicant cardholders, the winner is the primary cardholder. By participating in this Sweepstakes, entrants agree to be bound by the Official Rules of this Sweepstakes and Rewards Program Rules and Conditions and the decisions of the judges. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any promotional materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. Sponsor reserves the right to conduct a background check on Grand Prize winners.

Entrants agree to indemnify and hold harmless the Sponsor, its parent, affiliates, subsidiaries, divisions, advertising and promotion agencies, Marden-Kane Inc. and all of their respective employees, directors, officers, shareholders, agents, successors and assigns (collectively "Releasees"), from any injuries, losses, damages, claims and actions of any kind resulting from or arising from participation in the Sweepstakes or acceptance, possession, use, non-use or misuse of the Prize that may be awarded. Releasees are not responsible for printing, typographical, human or other inadvertent errors in any Sweepstakes-related materials or other errors relating to or in connection with the Sweepstakes, including without limitation, errors which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of prizes; or for stolen, lost, late, corrupted, misdirected, damaged, incomplete, undecipherable entries; or for transactions that are lost, misdirected, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason, including computer, telephone, paper transfer, or human error or electronic, computer, or telephonic malfunction or error. If for any reason the Sweepstakes is not capable of running as planned for reasons which may include without limitation time of war, national emergency, accident, dangerous weather conditions, fire, flood, riot, strikes, lock-outs, industrial disputes, acts of terrorism, health crisis such as a pandemic or epidemic or other matters beyond the Sponsor's reasonable control (each a "Force Majeure" event), that corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Sweepstakes and the Sweepstakes is not capable of being conducted as described in these Official Rules, Sponsor shall have the right, at its sole discretion to cancel, terminate, modify or suspend this Sweepstakes in whole or in part, without further liability to the Entrants or third parties. In the event this Sweepstakes is cancelled prior to the stated end date, a notice will be posted at https://cugivebacksweepstakes.com/; and Sponsor reserves the right to award prizes in a random drawing from among all eligible non-suspect Entries received prior to the time of the action or event warranting such cancellation.

If, in the Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, the Sponsor reserves the right at their sole discretion, to disqualify any individual who tampers with the entry process and void any entries submitted fraudulently, to modify or suspend the Sweepstakes, or to terminate the Sweepstakes and conduct a random drawing to award the prizes using all transactions and entries received as of the termination date. Sponsor reserves the right to prosecute any individual suspected of tampering with the entry process to create fraudulent entries or to disrupt the operation of the Sweepstakes. Sponsor reserves the right at its sole discretion to disqualify any entrant to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in an unsportsmanlike or disruptive way, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL & CIVIL LAWS & SHOULD SUCH AN ATTEMPT BE MADE; THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor's failure to enforce any terms of these Official Rules shall not constitute a waiver of that or any other provision.

**PRIVACY & PERSONAL INFORMATION:** Entrants are not required to opt-in to receive further communications from the Sponsor in order to participate in this Sweepstakes and opting in will not increase your chances of winning. Personal information collected from entrants will be used by Sponsor for the purpose of administering the Sweepstakes only. Sponsor shall not sell, share or otherwise disclose personal information of entrants with third parties, other than to third parties engaged by Sponsor to fulfill the above purposes. In the event of any discrepancy between the privacy policy and these Official Rules, the privacy policy shall control and govern. To review PSCU's privacy policy which will include how entrants' personal information is securely maintained, please go to: <a href="http://www.pscu.com/privacy">http://www.pscu.com/privacy</a>.

CHOICE OF LAW/JURISDICTION AND DISPUTE RESOLUTION: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, being offered only in the 50 United States, the District of Columbia and Puerto Rico, shall be governed by, and construed in accordance with, the laws of the State of Florida. By entering, entrants irrevocably consent to the dispute resolutions stated below as well as to the sole and exclusive jurisdiction of the courts of the State of Florida located in the county of Pinellas for any action, suit or proceeding arising out of or relating to this Sweepstakes. Entrant agrees that whenever you have a disagreement with Administrator or Sponsor arising out of, connected to, or in any way related to the Sweepstakes, the Official Rules, or the Sponsor's and/or Administrator's Privacy Policy, you will send a written notice to the Sponsor at the address listed below. Entrant agrees that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before Entrant accepted these Official Rules or the Sponsor's and/or Administrator's Privacy Policy. If the disagreement stated is not resolved to Entrant's satisfaction within 10 business days after it is received, and Entrant intends on taking legal action, Entrant agrees that it will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of Entrant, Administrator, and Sponsor to litigate claims in court and Entrant, Administrator and Sponsor each agree to waive their respective rights to a jury trial or a state or federal judge. Entrant agrees that it will not file any lawsuit against Administrator or Sponsor in any state or federal court. Entrant agrees that if it does sue in state or federal court, and Administrator or Sponsor brings a successful motion to compel arbitration, Entrant must pay all fees and costs incurred by Administrator and Sponsor in court, including reasonable attorney's fees. For any such filing of a demand for arbitration, Entrant must provide proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, Entrant may file its case with any national arbitration company. The Arbitrator shall apply the AAA Consumer Arbitration Rules effective September 1, 2014 (and as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. Entrant agrees that the Arbitrator will have sole and exclusive jurisdiction over any dispute it has with Administrator or Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate. Entrant agrees that it will not file a class action or collective action against Administrator or Sponsor, and that Entrant will not participate in a class action or collective action against them. Entrant agrees that it will not join its claims to those of any other person. Notwithstanding any other provision in the Official Rules, or the Sponsor's and/or Administrator's Privacy Policy, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances does entrant, Administrator, or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Administrator and Sponsor agree that we will submit all disputes with Entrant to arbitration before the Arbitrator. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor's in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida. This arbitration provision shall survive conclusion, modification or termination of the Sweepstakes and suspension, revocation, closure, modification, or amendments to the Official Rules, and any aspect of the relationship of the parties relating to or arising from participation in the Sweepstakes.

**COPY OF RULES:** For individual copy of Official Rules log on to <a href="https://cugivebacksweepstakes.com/">https://cugivebacksweepstakes.com/</a>.

<u>WINNERS' LIST</u>: A list of all winners will be available online, after December 6, 2023, at: <a href="https://cugivebacksweepstakes.com/">https://cugivebacksweepstakes.com/</a>.

**Sponsor:** PSCU, 560 Carillon Parkway, St. Petersburg, FL 33716.

<u>Administrator</u>: Marden-Kane, Inc., 575 Underhill Blvd, Ste 222, Syosset, NY 11791.