



## **\$1K GAS CARD SWEEPSTAKES 2019**

### **AGREEMENT TO OFFICIAL RULES**

Participation in the "\$1K Gas Card Giveaway 2019" (the "Promotion") constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules. RULES ARE SUBJECT TO CHANGE WITHOUT NOTICE. Winning a prize is contingent upon fulfilling all requirements set forth herein.

### **ELIGIBILITY**

The following individuals are not eligible to be entered in the Promotion: Employees, officers, and directors of Arizona Central Credit Union ("Sponsor") and or printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this promotion (collectively, "Released Parties"), and the members of the immediate families or households, whether or not related, of any of the above. "Immediate family members" includes, for purposes of this promotion, parents (including in-laws), grandparents, siblings (including step-siblings), children (including step-children), grandchildren (including step-grandchildren), and each of their respective spouses. Contest is open to Arizona residents, who are age 18 or older as of date of entry, and have a valid U.S. driver's license or U.S. identification card. Members of Arizona Central Credit Union and individuals who are legal residents of Arizona, who are age 18 or older as of the date of entry, and also have a valid U.S. driver's license or U.S. identification card may also be eligible to enter by mailing a self-addressed postcard to Arizona Central Credit Union \$1K Gas Card Giveaway 2019 Sweepstakes, Attention: Marketing, 2020 N. Central Avenue, Suite 300, Phoenix, AZ 85004 to enter. All entries must be postmarked prior to February 28, 2019 to be eligible for entry and should contain the entrant's full name, Arizona mailing address, telephone number, email address, and a brief description about where they heard about the promotion. Limit one entry per person per household Arizona mailing address.

### **HOW TO ENTER**

To be eligible for automatic entry, the member must fund a new auto loan with Arizona Central Credit Union on or between January 1, 2019 and February 28, 2019. The entire new auto loan must be new money not already financed with Arizona Central Credit Union. Offer excludes other loan products not limited to other motorsport vehicles, trailers, boats, recreational vehicles, personal loans/lines, credit cards and real estate. Some restrictions apply. For a limited time – may be changed at any time. The sweepstakes begins January 1, 2019 and ends February 28, 2019 ("Sweepstakes Period").

### **PRIZE INFORMATION**

One winner of this competition will receive one gas card or multiple gas cards that are equal to the amount of \$1,000.

### **JUDGING**

Winner will be selected in a random drawing on or about March 8, 2019, from among all eligible entries received by Arizona Central Credit Union, whose decisions will be final and binding in all matters relating to this Giveaway. Winner will be notified by phone and/or e-mail. Odds of winning will depend on the number of eligible entries received. Prize will be issued within ten (10) business days following the drawing.

## **MISCELLANEOUS**

If any prize notification is returned as unclaimed or non-deliverable, the winner will be disqualified and an alternate winner will be selected. Non-compliance with any of the foregoing may result in disqualification and awarding of prize to an alternate winner. By accepting the prize awarded, entrants agree to be bound by these Official Rules and agree that Arizona Central Credit Union, and all of their respective officers, directors, employees, representatives, and agents shall have no liability and will be held harmless by entrant for any liability, loss, injury, or damage to themselves or any other person or entity, including, without limitation, personal injury, death or damage to personal or real property, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of a prize or participation in this Giveaway. Winner is responsible for all federal, state and local taxes as well as any costs and expenses associated with the acceptance and use of any prizes not specified herein as being awarded or included as part of the prize. Arizona Central Credit Union reserves the right, in its sole discretion, to modify, terminate or suspend this Giveaway should virus, bugs, non-authorized human intervention, or other causes beyond the reasonable control of Arizona Central Credit Union corrupt or impair the administration, security, fairness, or proper play of the Giveaway.

## **WINNER VERIFICATION**

Winner will be notified by e-mail or by telephone and will be required to execute and return an affidavit of eligibility/liability release and, where lawful, a publicity release (collectively, the "Winner's Agreement") within seventy-two (72) hours of date of issuance. Each entrant understands that Sponsor or its respective agents may advise the United States Internal Revenue Service ("IRS") of the value of the prize awarded to entrant from entrant's participation in the Promotion the form of an IRS Form W-2G, or otherwise.

Entrant must currently be a legal resident of the United States to be awarded any prize. Entrant understands that prior to being entitled to receive any prize, and prior to receiving any prize, entrant will first provide Sponsor with all of entrant's applicable taxpayer identification information and other required and reasonably requested tax and tax-related documentation (e.g., IRS Form 5754), and that entrant's failure to provide such information to Sponsor will result in entrant's automatic ineligibility to receive any prize. In the event: (a) such potential winner declines the prize in writing, (b) the Winner's Agreement or tax-related documents are not returned within the time period stated above, (c) prize or prize notification is returned as undeliverable, (d) the Sponsor is unable to contact a potential winner within a reasonable time period, or a potential winner is not otherwise in compliance with these Official Rules, the prize will be forfeited and, at Sponsor's sole discretion and time permitting, Sponsor may select an alternate winner from all remaining eligible entries. There will be three (3) alternate drawings for the prize after which such prize will remain unrewarded. Prizes will be fulfilled approximately ten (10) calendar days after the drawing. Limit one (1) prize per person/per authorized account holder/per household. "Authorized account holder" is defined as the natural person who is assigned to the e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) which is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. In the event of a dispute as to any e-mail entry submitted, e-mail entries submitted will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. Proof of being the authorized account holder may be required.

## **TAXES AND EXPENSES**

Winner is responsible for all applicable taxes (including, but not limited to federal, state, local and/or income) and other fees and expenses associated with the prize.

## **CONDITION/USE RIGHTS**

By entering in the giveaway, each entrant consents to the use of his/her/its name, voice, and likeness, and all

accompanying personally identifiable information entrant submits, via all forms of media now known or hereafter devised worldwide, in perpetuity, without notice, attribution or compensation (other than the specific prize described herein) to entrant, his/her/its successors or assigns, or any other party, except where prohibited by law. The right to receive any prize is non-assignable and non-transferable, and no prize substitution, exchange, cash, or cash equivalent will be allowed, in each case, except as permitted by Sponsor, who reserves the right to substitute a prize in whole or in part with another prize of comparable or greater value if the intended prize is not available for any reason as determined by the Sponsor in its sole discretion.

#### **DISQUALIFICATION**

Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the exclusive right to disqualify any individual from the Promotion that it finds, in its sole discretion, to be tampering with the entry process, or the operation of the Promotion, to be acting, or be, in violation of the Official Rules; or to be acting in an unreasonable, non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or interfere in any manner with any aspect or portion of this Promotion. Any use of robotic, automatic, macro, programmed, copied, or like entry methods, shall void all such entries by any such methods, and shall disqualify any entrant using such methods from the current Promotion and any future promotions. CAUTION: Any attempt by an entrant or any other individual to deliberately damage or undermine the legitimate operation of the Promotion may be a violation of state and/or federal criminal and civil laws and, should such an attempt be made, the Sponsor reserves the right to cooperate in the prosecution of any such individual(s) and to pursue all remedies to the fullest extent permitted by law.

#### **CANCELLATION/SUSPENSION**

If for any reason the Promotion is impaired in any way for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of entrants, technical failures or any other causes which in the opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion, Sponsor reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Promotion. If Sponsor decides to reconvene the Promotion after a suspension, the determination of the prize winner(s) will be made, from among all eligible, non-suspect entries received as of the date of the suspension, as Sponsor determines at its sole discretion.

#### **DISPUTE RESOLUTION AND CHOICE OF LAW**

Except where prohibited, entrants agree that: (a) any and all disputes, claims, and or causes of action arising out of or connected with this Promotion, or any prizes awarded, or the administration of the Promotion, or the determination of the winner(s), shall be resolved individually, without resort to any form of class action lawsuit, and exclusively by arbitration, to take place in Maricopa County, Phoenix, Arizona pursuant to the Rules of the American Arbitration Association, then effective; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but SHALL NOT include attorneys' fees; and (c) under no circumstances will an entrant be permitted to obtain awards for and entrants hereby waive all rights to claim indirect, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants and the Sponsor in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of Arizona, excluding Arizona's conflicts of law doctrine.

#### **SPONSOR**

Arizona Central Credit Union, P.O. Box 11650, Phoenix, AZ 85061-1650