AFFCU Sweepstakes - Official Rules

Atlantic Financial Federal Credit Union

40 Schilling Road Hunt Valley, Maryland 21031 www.affcu.org

2020 Prime Day Give-Away Sweepstakes Official Rules

<u>NO PURCHASE NECESSARY</u>. To win a prize, entrants are not required to purchase goods or services, pay any money, or submit to a sales promotion effort. Making a purchase will not increase the chances of winning. All entries, whether submitted online or by mail (as described below), have an equal chance of winning.

- 1. Agreement to the Official Rules. By entering the 2020 Prime Day Give-Away Sweepstakes (the "Sweepstakes") sponsored and administered by Atlantic Financial Federal Credit Union (AFFCU) ("Sponsor") ("Administrator") each entrant fully and unconditionally agrees to and accepts these Official Rules. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 2. <u>Eligibility</u>. To be eligible, entrants must be U.S. citizens and 18 years of age or older as of October 1, 2020, members of Atlantic Financial Federal Credit Union, and residents of or work in the state in which Sponsor maintains a branch (Maryland). Employees of Sponsor and their immediate family members (regardless of where they reside) and members of their households (whether related or not) are not eligible to enter or win the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void where prohibited by law.
- 3. <u>Timing</u>. Sweepstakes entry period begins at 12:00:01AM EST on Tuesday, October 13, 2020 and ends at 11:59:59PM EST on Wednesday, October 14, 2020 (the "Promotion Period"). All entries submitted must be received by 11:59:59PM EST Wednesday, October 14, 2020 in order to be considered. The sponsor's computer is the official time-keeping device for the Sweepstakes.
- 4. <u>How to Enter</u>. There are two (2) ways to enter the Sweepstakes during the Promotion Period:
 - 1. **Amazon Online Purchases**. Shop online during Amazon Prime Day (October 13-14, 2020) using your Atlantic Financial Federal Credit Union VISA Debit or Credit Card for your purchase(s). Every online Amazon marketplace purchase will count as one (1) contest entry. Every AFFCU Visa card transaction from Amazon Marketplace on October 13 through 14, 2020 is automatically entered and will receive one (1) entry into the Sweepstakes. Other non-Amazon transactions on your AFFCU Visa card are not eligible.

2. **Mail**. Print your first name, last name, complete mailing address, telephone number, email address, date of birth, and the words "2020 Prime Day Give-Away Sweepstakes" on a plain 3"x5" notecard and mail it in a sealed, stamped and hand printed envelope to: ATTN: Marketing, 40 Schilling Road, Hunt Valley, MD 21031. The entrant automatically will receive one (1) entry into the Sweepstakes.

Limit: Regardless of method of entry, each entrant may enter one (1) time during the Promotion Period. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, or in any other method will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Entry is deemed to be made by the individual is registered to the AFFCU Visa Debit or Credit Card and makes an Amazon Marketplace purchase October 13-14, 2020. An entrant's entry constitutes his or her consent to participate in the Sweepstakes and his or her consent for Sponsor to obtain, use and transfer the entrant's name, address and other information for the purpose of administering this Sweepstakes and for general marketing purposes.

Additional Entries: After entering the Sweepstakes, each entrant will be invited to share a link with his or her friends. The provided Sweepstakes link should only be shared with persons who are eligible for the Sweepstakes, with whom the entrant has a close personal or family relationship and who the entrant believes would be interested in the Sweepstakes. DO NOT "SPAM" PERSONS WITH THE SWEEPSTAKES LINK. Any attempt to do so will result in disqualification of the offending entrant. An entrant may receive an additional entry for each eligible person (see "Eligibility" above) with whom a Sweepstakes link is shared and if such eligible person registers for the Sweepstakes. An entrant may receive a maximum of twenty-four (24) entries into the Sweepstakes via this method.

- 5. <u>The Prize</u>. Actual prize is subject to change. There will be one (1) winner of the Sweepstakes. The winner of the Sweepstakes will receive an Amazon Gift Card valued at \$100. The prize must be picked-up in person at the Sponsor's Hunt Valley, MD branch location, or arrangements can be made for prize to be mailed or emailed if digital e-gift card. The prize is nontransferable and no substitutions will be allowed, except by Sponsor at its sole discretion due to prize unavailability or causes otherwise determined solely by Sponsor.
- 6. Winner Selection. The winner will be selected in a random drawing on or about October 20, 2020 from among all eligible entries received by Sponsor and Administrator. Odds of winning will depend on the number of eligible entries. The winner will be notified by Sponsor by email or U.S. postal mail. If a potential winner cannot be reached by Administrator (or Sponsor) within 72 hours, using the contact information provided at the time of entry, that potential prize winner shall forfeit the prize and the next winner will be contacted using the same process until a winner is selected and notified. Prizes will be awarded to the person named in the entry. The winner will be required to submit valid identification to Sponsor and to execute an affidavit of eligibility and all waivers and release agreements required by Sponsor, where legally permissible, prior to being

awarded prizes. If a winner fails to submit any such information, as requested, such winner will be disqualified and a new one may be selected. Refusal, inability, or incapacity to execute any waiver or release disqualifies the refusing, disabled, or incapacitated winner. Receipt and use of all prizes shall be conditioned upon compliance with any applicable federal, state and local laws. If a winner fails to claim his or her prize within ten (10) days from being notified of winning the Sweepstakes, or is otherwise disqualified, a new winner will be selected at random from the remaining eligible entries.

- 7. <u>Taxes</u>. Any federal, state or local tax or other fees or charges associated with the receipt or use of any prize is solely the responsibility of the winner. To meet Federal Tax Regulations, a winner may be required to present his or her Social Security Number to Sponsor upon request. Prizes may be considered income, subject to taxation consult with a tax advisor for specific advice.
- 8. <u>Disclaimer/Release</u>. By participating in the Sweepstakes, each entrant agrees to release and hold harmless Sponsor, Administrator, and Amazon, Inc. ("Amazon") and their respective subsidiaries, affiliates, parent companies, and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action arising out of the entrant's participation in the Sweepstakes or receipt or use or misuse of any prize.
- 9. **Limitations of Liability**. Released Parties are not responsible for (a) electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission; theft or destruction or unauthorized access to or alterations of entry materials; or for technical, network, telephone equipment, mobile phone or tablet, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof; (b) lost, incomplete, illegible, late, misdirected, stolen, postage-due, or mutilated entries or mail; (c) typographical errors in any entry or in any internet presentation and/or printed materials relating to the Sweepstakes; (d) errors in these Official Rules, in any Sweepstakes-related advertisements or other materials, human-processing error, failures of electronic equipment, computer hardware or software, or inaccurate entry information, whether caused by equipment, programming used in this Sweepstakes, human error, or otherwise; (e) cancellations, postponements, or delays of any kind, including but not limited those relating to the Sweepstakes or the prize; or (f) breaking news, a natural disaster, an act of God, war, or terrorism that makes it inadvisable, illegal, impossible, or impractical, in Sponsor's sole discretion, to conduct the Sweepstakes or any part thereof or otherwise perform under these Sweepstakes rules. Sponsor reserves the right, in its sole and absolute discretion, to interpret compliance with the letter and intent of these rules, and to disqualify any entrant deemed to have violated these rules or to have filled out any application or submitted any entry materials incorrectly, incompletely, or untruthfully at any time prior to the distribution of the prize.
- 10. <u>Miscellaneous</u>. Sponsor reserves the right to change these Official Rules at any time, for any reason, without notice, and at its sole discretion.

- 1. Acceptance of prize constitutes permission for Sponsor and its licensees, assignees, parents, subsidiaries, and affiliated entities and its employees, agents, representatives, officers and directors, to use winner's name and likeness for purposes of publicity, advertising, trade and promotion, without further compensation, unless prohibited by law.
- 2. All provisions of these Official Rules shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.
- 3. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- 11. Governing Law/Jurisdiction/Disputes. Except where prohibited, entrants agree that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of Maryland or the appropriate Maryland State Court located in Baltimore County, Maryland; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for, and entrants hereby waives 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. 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, shall be governed by and interpreted in accordance with Maryland law, without regard to any conflict of laws rules (whether of the State of Maryland or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Maryland.
- 12. Winner List. For the winner's name, send a self-addressed, stamped envelope to be received by October 14, 2020 to: Atlantic Financial Federal Credit Union, ATTN: Marketing, 40 Schilling Road, Hunt Valley, MD 21031.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, AMAZON or VISA. All names, trademarks, and registrations of Amazon, Prime, Prime Day are register trademarks of AMAZON, INC.