AFFCU 2022 Checking/Debit Card Purchase Sweepstakes - <u>Official Rules</u>

Atlantic Financial Federal Credit Union

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

NO PURCHASE NECESSARY. 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 2022 Checking/Debit Card Purchase Sweepstakes (the "Sweepstakes") sponsored by Atlantic Financial Federal Credit Union ("Sponsor") each entrant fully and unconditionally agrees to and accepts these Official Rules, which shall be final and binding on all entrants. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Sweepstakes is void in Florida, Puerto Rico, New York, Rhode Island, and where otherwise prohibited by law. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. By entering the Sweepstakes, you agree to be contacted by Sponsor regarding products and promotions at the contact information provided by you on the Sweepstakes form [from which you can opt out at any time]. See our Privacy Policy for more information.
- 2. <u>Eligibility</u>. The Sweepstakes is open only to legal U.S. residents who are at least 18 years of age at the time of entry, members of Sponsor, and residents of or who work in the state in which Sponsor maintains a branch (Maryland). Directors, officers, volunteers, and employees of Sponsor, and their immediate families and persons residing in the same household, are ineligible for entry into the Sweepstakes. Atlantic Financial Federal Credit Union members must have an open primary share and checking account and be in good standing in order to be eligible to participate in this Sweepstakes. Individuals with share or loan accounts that have been charged off with a loss to the credit union are not eligible to participate in this Sweepstakes.
- 3. <u>Timing</u>. Sweepstakes entry period begins at 12:00:01 AM EST on February 1, 2022 and ends at 11:59:59 PM EST on May 31, 2022 (the "Promotion Period"). All entries submitted must be received by 11:59:59 PM EST May 31, 2022, in order to be considered. The Sponsor's computer is the official time-keeping device for the Sweepstakes.
- 4. <u>How to Enter</u>. One winner will be selected each calendar month from all eligible entries received during that month. Entries will be received only during each Promotion Period. There are two ways to enter the Sweepstakes: (1) through the registration and automatic entry method or (2) by entering by mail without purchase or payment. In order to enter through the registration and automatic entry method, a participant must submit a one-time

participation registration by completing the entry form at https://www.affcu.org/2022debitsweepstakes. Upon completing and submitting the entry form, the member will be eligible for automatic entry. An automatic entry will be issued for registered members for all purchase transactions made during the Promotion Period using their Atlantic Financial Federal Credit Union-issued VISA debit card associated with their Atlantic Financial Federal Credit Union checking account. Second, a participant may enter by mail without purchase or payment by hand printing his or her name, street address, city, state, ZIP code, email address and daytime and evening telephone numbers on a plain 3"x5" paper and mailing it in a #10 envelope with sufficient postage affixed to: ATLANTIC FINANCIAL FEDERAL CREDIT UNION ATTN: MARKETING 2022 DEBIT CARD MONTHLY SWEEPSTAKES, 40 Schilling Road, Hunt Valley, MD 21031. Only one entry per envelope. No photocopied, computergenerated facsimiles, mechanically reproduced or mass entries permitted. Mail entries must be postmarked by the last day of each Promotion Period and received by Atlantic Financial Federal Credit Union by the 7th day of the following month. Entries become the property of Atlantic Financial Federal Credit Union and will not be returned or acknowledged. Incomplete entries or entries not complying with these Official Rules are subject to disqualification at Atlantic Financial Federal Credit Union's sole discretion. Proof of mailing does not constitute proof of delivery. You may enter as often as you wish by mail. There is no limit to the number of entries an eligible participant may make during each Promotion Period, regardless of entry method.

- 5. The Prize. There will be one (1) random winner of the Sweepstakes selected each of the four months during the Promotion Period as set forth in the Winner Selection section below. The monthly winner of the Sweepstakes will be randomly selected from all eligible entries received during each month of the Promotion Period and each winner will receive two hundred and fifty dollars and no cents (\$250.00) deposited into their Atlantic Financial Federal Credit Union Checking account or through check or other reasonable form of payment in Sponsor's sole discretion. The prize is nontransferable, and no substitutions will be allowed, except by Sponsor at its sole discretion or causes otherwise determined solely by Sponsor.
- 6. Winner Selection. The winner will be selected in a random drawing based on all eligible participants on or about the seventh business day of each month from among all eligible entries received by the Sponsor's marketing department. 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 or other available contact method. If a potential winner cannot be reached within 72 hours, using any 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 the prize. 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. Results of the Sweepstakes are final in all respects.

- 7. <u>Taxes</u>. Any federal, state or local tax or other fees or charges associated with the receipt or use of any prize are 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, any website used to promote the Sweepstakes, including any social media networks used for an entry post, 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.
 - A. 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.
- B. 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.
- C. 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 in Sponsor's discretion only; (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 entrant 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. <u>Winner List</u>. For the winner's name, send a self-addressed, stamped envelope to: Atlantic Financial Federal Credit Union, ATTN: Marketing, 40 Schilling Road, Hunt Valley, MD 21031.
- 13. **Sponsor**. Atlantic Financial Federal Credit Union, 40 Schilling Road, Hunt Valley, Maryland 21031. The Sweepstakes is in no way sponsored, endorsed, or administered by, or otherwise associated with any websites used for the promotion of the Sweepstakes, including without limitation Facebook, Instagram, or Twitter, or by VISA.

THE SWEEPSTAKES IS VOID WHEREVER PROHIBITED BY LAW.