

## Armco Credit Union

### Cruise Free for a Year \$5,000 Sweepstakes

## OFFICIAL RULES

**NO PURCHASE, LOAN, OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.**

**ARMCO CREDIT UNION MEMBERSHIP WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**A PURCHASE, LOAN, OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.**

- 1. ELIGIBILITY:** The Armco Credit Union "Cruise Free for a Year \$5,000 Sweepstakes" (the "Sweepstakes") is open only to individuals age 18 or older who are legal residents of one of the 50 United States, the District of Columbia, or Puerto Rico, (collectively the "Eligibility Area"). Employees, board of directors and committee members of Armco Credit Union ("ACU," "Armco CU" and/or "Sponsor") and its parents, affiliates, subsidiaries, advertising and promotion agencies and promotional suppliers (aforementioned individuals and organizations collectively, the "Promotion Parties"), and the immediate family members (spouse, siblings, and children, regardless of where they live) or members of the same households (whether related or not) of such employees are not eligible. Void outside of the Eligibility Area and where prohibited. All federal, state and local laws and regulations apply.

Note that by entering this Sweepstakes, you are agreeing to be bound by these Official Rules and the decisions of the Sponsor which shall be final and binding on all matters relating to the Sweepstakes.

- 2. TIMING:** The Sweepstakes begins at 8:30 AM Eastern Time ("ET") on June 1, 2021 and ends at 4:00 PM on June 30, 2021. ("Sweepstakes Period").

- 3. TO ENTER:** There are (3) three ways to enter the Sweepstakes. **Only original ballots accepted. Reproduced ballots excluded. No digital entries (email, text messages etc) will be accepted.**

- a. Anyone over age 18 (member or non-member) will receive (1) one entry ballot each day they visit the Mars branch during regular business hours between June 1, 2021 and June 30, 2021. Limit one ballot per day. Excludes trips through Drive Thru.

- b. One additional ballot will be given for the following actions:

- (b1) One additional entry ballot will be given for each Armco CU account opened in person at the Mars branch only during the Sweepstakes Period. (Savings, Checking, Youth Savings, Teen Checking, Certificate, Business Savings, Business Checking, Christmas Club, IRA, Coverdell Education Savings Account). Accounts opened online, over the phone or at another branch not eligible to receive an additional entry ballot.

- (b2) One additional entry ballot will be given for each Armco CU loan application submitted during the Sweepstakes Period (auto, auto refinance, home equity, HE-Lock, (initial lock and additional locks), mortgage, any of the three Armco Cashback Rewards Visa® Credit Cards, personal loan, student loan, recreational vehicle, motorcycle and commercial loan). Applications submitted online, over the phone or at another branch not eligible to receive an additional entry ballot.

(b3) One additional ballot for attending a seminar/workshop in the Mars branch community room between June 1, 2021 and June 30, 2021.

(b4) One additional ballot will be given for opting into an eService: online banking, e-statements and e-newsletter during the Sweepstakes Period. (Must complete in person at Mars branch).

(b5) Five (5) additional entry ballots will be given to the authorized representative of a business who becomes a Sponsor Organization between April 1, 2021 and June 30, 2021. The authorized representative is defined as the individual whose signature appears on the Department of Banking letter. Business must have submitted signed field of membership letter to Armco CU prior to June 30, 2021.

- c. Persons over age 18 may send their name, address, phone number and email address to: Armco Credit Union, P.O. Box 1589, Butler, PA 16003. Attn: Cruise Free \$5,000 Sweepstakes. Only one mailed entry per person. Ballots will not be available nor will they be accepted at the Armco CU Butler, Karns City or BC3 branches. Entry must reach the PO Box by Thursday, June 29, 2021. ACU is not responsible for ballots that are not delivered on time by the US Postal Service.

**Regardless of method of entry**, entries will be disqualified if they are late, incomplete and/or in excess of any stated entry limit. Participation by any means which subvert the participation process as described herein will be void. Entries are void if unreadable, inaccurate, incomplete, mutilated, tampered with, forged, irregular in any way, or otherwise not in compliance with these Official Rules. If Sponsor or its designee, in its sole discretion, determines that any participant has used any technique to automate or subvert the participation process or participation limits, all participation by that participant will be void and future participation attempts by the participant at issue may be blocked. All submitted information becomes property of Sponsor and will not be returned. Any acknowledgment of receipt of entry does not constitute any representation as to eligibility, selection as a potential prize winner, or is it otherwise binding upon the Promotion Parties in any respect. Proof of submission of entry does not constitute proof of receipt of entry. In the event of a dispute as to the identity of the entrant associated with any entry, the authorized account holder of the email account or phone number associated with the applicable Sweepstakes registration, at time of submission, will be deemed to be the entrant, as applicable. The "authorized account holder" is the natural person assigned to the applicable email account by the email service provider, or to the applicable phone number by the applicable telephone service provider. Potential winners may be required to show proof of being the authorized account holder. In the event a dispute regarding the identity of the person who actually submitted an entry cannot be resolved to Sponsor's/Administrator's satisfaction, the affected entry will be deemed ineligible.

4. **RANDOM DRAWING / PRIZE / ODDS OF WINNING:** On or about July 1, 2021 a random drawing will be conducted at the ACU Mars branch from all eligible entries received. The drawing date will be advertised and the public may attend. One (1) Grand Prize of \$5,000 will be randomly selected and awarded in the form of a check. While it is the Sponsor's intention that the winner use the prize monies to pay for his/her auto loan, the \$5,000 prize will be issued without restrictions. All eligible entries have an equal chance of winning. Odds of winning will be determined by the number of eligible entries received. No prize transfer. No prize substitutions.

5. **WINNER NOTIFICATION:** The potential winner will be notified by phone and/or email, at Sponsor's sole discretion. A potential winner must reply as instructed to identify him/herself, confirm his/her eligibility and ability to accept the prize, and provide his/her complete contact information within three (3) business days following attempted notification, or he/she may be disqualified and an alternate winner selected as set forth

above. Potential winner will also be required to complete an affidavit of eligibility, a liability release, and a publicity release, which must be returned within the time period specified at the time of such request. The winner's name and photo will be used in ACU advertising and marketing with no further claim to compensation (see article 9). Proof of identity, age, and legal residence may be required to claim a prize. If Sponsor so elects, a potential prize winner may be required to submit to, and cooperate in, a confidential background check to confirm eligibility and to help ensure that the use of any such person in advertising or publicity for Sponsor or this Sweepstakes will not reflect unfavorably on the Sponsor, as determined by Sponsor in its sole discretion. Winners who will also be required to return a properly completed IRS W-9 form or similar applicable taxpayer form within the time period specified by Sponsor, and such winners will receive an IRS Form 1099 issued in their name for the actual value of prizes received.

Any participant may be disqualified in Sponsor's sole discretion if: (a) he/she fails to reply or to provide any required information, releases, or properly completed documents within three days of being notified of winning. (b) he/she fails to comply with any of the terms of these Official Rules; or (c) if any prize or prize notification is returned as undeliverable. In the event of disqualification of a winner, at Sponsor's sole discretion the prize may be awarded to an alternate winner randomly selected from among the remaining applicable eligible entries, pending verification of eligibility. No responsibility is assumed by the Promotion Parties for any incorrect postal address, email address or phone number associated with an entry, or any change of address, email or phone number of entrant after entry. All taxes on prizes (including without limitation federal, state and local taxes) and all expenses related to acceptance and use of prizes and not specified herein are sole responsibility of the prize recipients.

Sponsor makes no representations regarding the tax liability associated with any prize, and winner is advised to seek counsel regarding any tax liabilities associated with his/her prize. Sponsor reserves the right to withhold any portion of a prize deemed necessary for compliance with tax withholding requirements, and to forward such portion to the applicable taxing authority on behalf of a winner. All other costs and expenses associated with acceptance and use of a prize not specified as being awarded are the sole responsibility of the winners. Sponsor will not replace any lost, damaged or stolen prizes.

- 6. RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Sweepstakes, entrant agrees to forever and irrevocably release, discharge and hold harmless the Promotion Parties, together with the respective officers, directors, employees, representatives, agents, shareholders, successors and assigns of each (aforementioned individuals and organizations collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use/misuse of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) printing errors or any errors made in the advertisement of the Sweepstakes; (c) errors in the administration of the Sweepstakes, the processing of entries or prize claims, or the announcement of prizes; (d) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Sweepstakes or receipt of any prize; or (e) any condition caused by events beyond the control of the Sponsor that may cause the Sweepstakes to be disrupted or corrupted. Except where prohibited, you further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes (if any), and in no event shall the Released Parties be liable for attorney's fees. Except where prohibited, you hereby waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Released Parties expressly disclaim any responsibility or liability for injury or loss to any person or property resulting

from the Sweepstakes or relating to the delivery and/or subsequent use or misuse of any prizes awarded. Without limiting the foregoing, the Sweepstakes, all prizes, and all materials are provided "as is" without warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose, and non-infringement (with the exception of manufacturer's warranties if applicable).

- 7. GENERAL CONDITIONS:** Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding in all respects. Entries and related information become the exclusive property of Sponsor upon submission. Sponsor is under no obligation to correspond about entries nor will entries be returned. The Released Parties are not responsible for and shall not be liable for: (a) electronic, hardware or software program, network, Internet, or computer malfunctions, failures, or difficulties of any kind, including without limitation, server malfunction or for any human, typographical, printing or other error relating to or in connection with the Sweepstakes, including, without limitation, errors which may occur in the administration of the Sweepstakes, processing of entries; the announcement of the prizes or in any Sweepstakes-related materials, (b) failed, incomplete, garbled, or delayed computer transmissions; (c) late, lost, garbled, misdirected, incomplete, stolen, delayed or misdirected entries or prize claims; (d) inaccessibility of any website in whole or in part for any reason; (e) damage to entrants' or any person's computer, mobile device or other equipment or the contents thereof; or (f) any condition caused by events that may cause the Sweepstakes to be disrupted or corrupted. In the event of any conflict between any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any Sweepstakes advertising materials, the details of the Sweepstakes as set forth in these Official Rules shall prevail. In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem as well as any natural disaster, civil disturbance or governmental action which interferes with Sponsor offering the Sweepstakes, the Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; (b) award the prizes from among the applicable eligible entries received up to the time of the impairment; or (c) proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion. Although Sponsor attempts to ensure the integrity of the Sweepstakes, Released Parties are not responsible for the actions of participants or other individuals in connection with the Sweepstakes, including participants' or other individuals' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Sweepstakes. Any attempt by any person to obtain more entries than the maximum number permitted, using multiple/different identities or any other methods including entry automation and reproduction of entries will void all of that person's entries. Sponsor reserves the right, at any time and at its sole discretion, to disqualify and/or deem ineligible to participate in this Sweepstakes or any future Sponsor promotion, any individual it suspects: (a) to be tampering with the entry process or the operation of the Sweepstakes or attempting to defraud Sponsor in conjunction with participation in the Sweepstakes; (b) to be acting in violation of these Official Rules; (c) to be acting in bad faith or in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (d) to have failed to agree to these Official Rules; or (e) to be in violation of these Official Rules. **CAUTION: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.** The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Entries delivered in person at the ACU Mars branch must be received by June 30, 2021 at 4:00 PM and mailed entries must be received by June 29, 2021. Entries received after this date and time will not be accepted.

8. **INDEMNITY:** By participating in the Sweepstakes, entrant agrees to indemnify and hold the Released Parties harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Released Parties due to or arising out of your entry, or your conduct in creating an entry or otherwise in connection with your participation in this Sweepstakes, including but not limited to: claims for trademark infringement; copyright infringement; violation of an individual's right of publicity or right of privacy; or defamation.
9. **PUBLICITY:** By participating in the Sweepstakes, you grant to Sponsor and its affiliated companies the right, except where prohibited by law, to use your name, likeness, picture, address (city and state), voice, biographical information, and written or oral statements, for advertising and promotional purposes in promoting or publicizing the Sweepstakes, Sponsor, its affiliated companies, and the products or services of each, in any and all media without limitation as to time or territory, without compensation unless required by law. You shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of your name, picture, likeness, address (city and state), or biographical information.

**PRIVACY:** Information submitted in connection with the Sweepstakes (including the contact information associated with their qualifying loan) will be treated in accordance with these Official Rules and Sponsor's Privacy Policy (as may be amended from time to time), available via ACU privacy policy located at ArmcoCU.com provided, that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail.

10. **DISPUTES/GOVERNING LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these rules, or the rights and obligations of any entrant or the Promotion Parties in connection with the Sweepstakes, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any choice of law or conflict of law rules or provisions which would cause the application or the laws of any jurisdiction other than the Commonwealth of Pennsylvania. Any action or litigation concerning this Agreement shall take place exclusively in the state courts sitting in Butler County, Pennsylvania, and you expressly consent to the jurisdiction of and venue in such courts and waive all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. Any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, shall be resolved individually, without resort to any form of class action. You agree to service of process by mail or other method acceptable under the laws of the Commonwealth of Pennsylvania. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS PROMOTION. YOU HEREBY WAIVE ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, IDENTIFIABLE PERSONS, OR THIRD PARTY PARTICIPANTS, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

11. **SEVERABILITY/HEADINGS:** If any provision of these Official Rules is found to be unlawful, void, or for

any reason unenforceable, then that provision shall be deemed severable from these Official Rules and shall not affect the validity and enforceability of any remaining provisions. Headings and captions are used in these Official Rules solely for convenience of reference and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.

12. **WINNER LIST:** To receive the name of the winner, mail a self-addressed, stamped envelope to Armco Credit Union, PO Box 1589, Butler PA 16003 attn: Cruise Free \$5,000 Sweepstakes by July 9, 2021. Winner will be posted on social media.
  
13. **SPONSOR:** Armco Credit Union, 101 Hollywood Drive, Butler, PA 16001.