

## 2023 EXPERIENCE MORE GIVEAWAY OFFICIAL RULES

Sponsored by Hughes Federal Credit Union ("Sponsor")

## NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT IMPROVE YOUR CHANCES OF WINNING.

Hughes Federal Credit Union ("Sponsor") is pleased to introduce the Hughes 2023 Experience MORE Giveaway (the "Giveaway"). As a condition of participating in the Giveaway, you agree to be fully and unconditionally bound by these Official Rules and the decisions of Sponsor, whose decisions shall be final and binding in all respects, and you agree to waive any right to claim ambiguity in the Giveaway, these Official Rules, Giveaway materials, and information contained on Sponsor's Facebook page, Instagram page or Sponsor's Twitter account. The Giveaway is subject to applicable federal, state, and local laws and regulations and is **VOID WHERE PROHIBITED OR RESTRICTED BY LAW**. Winning and receiving a prize is contingent upon fulfilling all requirements set forth herein.

1. **PROMOTIONAL PERIOD.** The Giveaway begins at 12:00:00 a.m. Mountain Standard Time ("MST") on Tuesday, August 1, 2023, and ends at 11:59:59 p.m. on Monday, November 3, 2023 (the "Promotional Period"). The Promotional Period is comprised of fourteen (14) weekly entry periods listed in the table below (each a "Weekly Entry Period") for the weekly drawings. An entry will be deemed to be entered in the Weekly Entry Period in which it was received. Mountain Standard Time in Arizona shall control for all purposes of the Giveaway. Sponsor's computer shall be the official clock of the Giveaway.

Weekly Entry Period	Start Date	End Date
1	8/01/2023 12:00:00 am	8/4/2023 11:59:59 pm
2	8/05/2023 12:00:00 am	8/11/2023 11:59:59 pm
3	8/12/2023 12:00:00 am	8/18/2023 11:59:59 pm
4	8/19/2023 12:00:00 am	8/25/2023 11:59:59 pm
5	8/26/2023 12:00:00 am	9/1/2023 11:59:59 pm
6	9/2/2023 12:00:00 am	9/8/2023 11:59:59 pm
7	9/9/2023 12:00:00 am	9/15/2023 11:59:59 pm
8	9/16/2023 12:00:00 am	9/22/2023 11:59:59 pm
9	9/23/2023 12:00:00 am	9/29/2023 11:59:59 pm
10	9/30/2023 12:00:00 am	10/6/2023 11:59:59 pm
11	10/7/2023 12:00:00 am	10/13/2023 11:59:59 pm
12	10/14/2023 12:00:00 am	10/20/2023 11:59:59 pm
13	10/21/2023 12:00:00 am	10/27/2023 11:59:59 pm
14	10/28/2023 12:00:00 am	11/3/2023 11:59:59 pm

**ELIGIBILITY.** In order to be eligible to participate in the Giveaway, you must: (i) be at least eighteen (18) years of age or older; (ii) be a legal resident of the United States (please note residents of Florida, New York, Rhode Island and Puerto Rico and other U.S. territories are not eligible to participate); (iii) at all times abide by these Official Rules. Void where prohibited or restricted by law. The Giveaway is subject to all applicable federal, state, and local laws and regulations.

Persons in any of the following categories are NOT eligible to participate or win the a prize in the Giveaway: (i) employees or Board members of Sponsor; (ii) individuals engaged or employed by a company that is engaged in the development, production or distribution of materials for the Giveaway; (iii) persons who are immediate family members (defined as mother, father, sister, brother, daughter, son or spouse) of any person in any of the preceding categories and individuals living with them in the same household (defined as those persons who share the same residence at least three (3) months a year); and (iv) individuals who have won a prize from Hughes Federal Credit Union in the past six (6) months over \$100.00 USD.

- **3. HOW TO ENTER.** No purchase or membership status necessary to enter or win. During the Promotional Period, eligible individuals can enter the Giveaway via one of the following two (2) ways:
  - i. Automatic Entry via Checking PLUS membership Eligible individuals who are Qualified Checking PLUS members at the time of the start of the Promotional Period and all new individuals who become Qualified Checking PLUS members during the Promotional Period will be automatically entered into the Giveaway. Qualified members will have an active Checking PLUS account consisting of either:
    - (i) A direct deposit set up for at least \$500.00 USD per month, or

(ii) At least ten (10) signature/PIN transactions per month

In order to become a checking PLUS member, a person would need to become a Hughes member, and add a Checking Plus ("CP") account. If a Hughes member already has an account, a member can add CP to their existing account to become a checking PLUS member. For more details on how to become a Checking PLUS member, please visit <a href="https://www.hughesfcu.org/products/detail/checking-plus">www.hughesfcu.org/products/detail/checking-plus</a>.

ii. Alternate Method of Entry – Mail a 3.5 x 5-inch card containing the hand-printed name, mailing address, email address and phone number of the participant to the following address: Hughes Federal Credit Union, Attn: Marketing Dept. / Experience MORE Giveaway, PO BOX 11900, Tucson, AZ 85734. All entries must be postmarked by November 3, 2023, and received by November 16, 2023. Entries must fulfill all requirements to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Hughes Federal Credit Union. One (1) entry will be made for the corresponding Weekly Entry Period for which a mail-in entry is received.

Limit one (1) entry per person for the Giveaway regardless of the method of entry. All entries must be received no later than 11:59:59 pm MST by the end date of the Promotional Period to be eligible for entry into the Giveaway. All valid entries will be entered into the corresponding weekly drawing for the Weekly Entry Period in which the entry was received as well as the Grand Prize drawing (as described in Section 4). All non-winning entries from a given Weekly Entry Period will roll over into subsequent Weekly Entry Periods.

Using an automated system to participate in the Giveaway or attempting to subvert the Giveaway entry process is prohibited and may result in disqualification. False or deceptive entries or acts will render an entrant ineligible to participate, and Sponsor reserves the right to disqualify any entrant who attempts to undermine the legitimate operation of the Giveaway, acts in a disruptive manner or violates these Official Rules. Sponsor is not responsible for incorrect or inaccurate transcription of any entry information, computer, online or human error, technical malfunctions, any omission, interruption, defect, or any other error, including, but not limited to, lost, late, incomplete, invalid, unintelligible or misdirected entries, all of which may constitute grounds for disqualification in Sponsor's sole discretion. If a problem occurs in the entry process, the entrant is solely responsible for verifying that the entry process has been validly completed. Sponsor shall have no obligation to advise an entrant of an incomplete or invalid entry. All entries become the sole and exclusive property of Sponsor and will not be acknowledged or returned. Entrant is responsible for all online charges incurred with any Internet service provider and/or wireless carrier.

- **PRIZES.** Subject to verification of eligibility and compliance with these Official Rules, fourteen (14) weekly prizes and one (1) Grand Prize will be awarded via the Giveaway:
  - Weekly Prize: Fourteen (14) Weekly Prize winners (one (1) for each corresponding Weekly Entry Period) will receive a one-thousand-dollar voucher (worth up to \$1,000 USD) to be used through Benefits PLUS®, or a check in the same amount if the winner does not have a Checking PLUS account.
  - <u>Grand Prize:</u> One (1) Grand Prize winner will receive a five-thousand-dollar voucher (worth up to \$5,000 USD) to be used through Benefits PLUS®, or a check in the same amount if the winner does not have a Checking PLUS account.

The total ARV of the fifteen (15) prizes is nineteen thousand dollars (\$19,000.00 USD). The ARV is subject to change based on current market conditions at time of prize fulfillment. Any difference between the ARV and the actual value, if any, will not be awarded.

All federal, state and local taxes, and all costs and expenses related to the acceptance and use of a prize not specified herein as being provided are the sole responsibility of the winner regardless of whether the prize is used in whole or in part. Winners may be required to provide their Social Security Number or tax ID for tax reporting purposes if the Sponsor is required to file an IRS Form 1099 with the Internal Revenue Service for the fair market value of a prize awarded and accepted. The Sponsor shall have no responsibility or obligation to a prize winner or a potential winner who is unable or unavailable to, or who does not for any reason, accept or utilize the prize. In the event of non-compliance with these Official Rules, or if the prize is unclaimed, the prize will be forfeited. Any forfeited prize may be awarded to an alternate winner, at Sponsor's sole discretion.

**5. PRIZE SELECTION AND PROCEDURES.** One (1) potential Grand Prize winner and (1) potential winner from each Weekly Entry Period, for a total of fifteen (15) winners during the Promotional Period, will be selected by random drawing on the following dates:

Weekly Entry Period	Drawing Date
1	8/7/2023
2	8/14/2023
3	8/21/2023
4	8/28/2023
5	9/5/2023

6	9/11/2023
7	9/18/2023
8	9/25/2023
9	10/2/2023
10	10/10/2023
11	10/16/2023
12	10/23/2023
13	10/30/2023
14	11/6/2023
Grand Prize	11/17/2023

All non- winning entries from a given Weekly Entry Period will roll over into subsequent Weekly Entry Periods for each respective prize category. Potential winners do not need to be present at the drawing to win a prize. The drawing will be conducted by Sponsor personnel. Sponsor will attempt to contact the potential winners via email and/or phone within seven (7) business days of the drawing. Sponsor shall have no liability for a potential winner's failure to receive notices due to spam, junk e-mail or other security settings or for the potential winner's provision of incorrect or otherwise non-functioning contact information. Potential winners are not the winner of any prize until their compliance with these Official Rules has been verified, in accordance with these Official Rules.

In order to claim the prize, the winner may be required to execute a notarized affidavit of eligibility, a publicity release and where lawful, a liability release, which must be completed and returned to the Sponsor within fourteen (14) business days after notification or the prize will be forfeited. In the event of noncompliance, or if the potential winner cannot be reached via email address or phone number provided by the potential winner, or if the prize is unclaimed, the prize will be forfeited and an alternate potential winner, at Sponsor's sole discretion, may be selected by random drawing. All decisions of Sponsor are final.

**GENERAL PRIZE RESTRICTIONS.** No more than the stated number of prizes will be awarded. A participant may only win one (1) time for each prize category. Limit one (1) Weekly Entry Period prize per entrant (for the avoidance of doubt, winners of the Weekly Entry Period drawings remain eligible for the Grand Prize drawing). Each prize package and prize components are subject to the terms and conditions of the issuer. No credit or cash will be given for unused portion of any voucher nor will any prize be replaced if lost or stolen. A prize may not be transferred or assigned. No prize substitutions will be made, except that Sponsor, at its sole discretion, may substitute a prize (or prize component) of equal or greater value for any reason. Winners must comply with all venue and event rules and regulations, including execution of all required releases (if applicable). Failure to do so may result in forfeiture of such portion(s) of prize.

The prizes are to be claimed in person at the direction of Sponsor. If the prizes cannot be claimed in person, the prizes will be shipped to the physical address or email address provided by entrant within sixty (60) days of the draw date, at Sponsor's sole discretion subject to compliance with these Official Rules, including, but not limited to the return of any requested forms and information from the potential prize winner. Sponsor assumes no liability for non-deliverability.

Any depiction of prize, in Giveaway materials or otherwise, is for illustrative purposes only. If the actual retail value of a prize is less than the stated ARV, the prize winner will not receive the difference. All expenses not specified above, including any federal, state, provincial or local taxes are the sole responsibility of each prize winner. Any required tax reporting forms will be furnished to the appropriate authorities. In the event that the Giveaway is cancelled or postponed for any reason whatsoever, the ARV of the prizes will be awarded to the extent required by law.

ALL PRIZES ARE AWARDED AS IS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS MAY NOT ALLOW (OR MAY LIMIT) DISCLAIMERS OF CERTAIN WARRANTIES, IN WHICH CASE THE FOREGOING DISCLAIMERS WILL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

**7. GENERAL CONDITIONS OF PARTICIPATION.** By participating in the Giveaway, participant agrees to abide by and be bound by these Official Rules. A prize will only be awarded if entrant fully complies with these Official Rules. All entries become the property of the Sponsor and will not be acknowledged or returned. Entries that are lost, late, misdirected, garbled, or incompletely received, for any reason, including by reason of hardware, software, browser, or network failure, malfunction, congestion, or incompatibility will not be eligible.

As a condition of participating in the Giveaway, you also agree to release, indemnify and hold harmless Sponsor and its respective affiliates, prize suppliers, and Sponsor's business partners and all their affiliates, and each of their respective agents, representatives, officers, managers, directors, members, shareholders and employees (the "Released Parties") from and against any injuries, losses, damages, claims, actions and any liability of any kind resulting from or arising from any breach of representation made by you in

connection with the Giveaway, the exercise by Sponsor or its designees of any of the rights granted by you in these Official Rules and your participation in the Giveaway, including acceptance, possession, use, misuse or nonuse of the prize.

Sponsor reserves the right to modify, suspend or terminate the Giveaway for any reason, including, without limitation, suspected or actual evidence of tampering with any portion of the Giveaway, or if unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Giveaway. In the event that the Giveaway is cancelled or terminated for any reason whatsoever, the ARV of the prizes will be awarded to the extent required by law. Sponsor also reserves the right to remove from or to deny entry into to the Giveaway any entrant who engages in a non-sportsmanlike or disruptive conduct, or acts with the intent to annoy, abuse, threaten or harass any other person participating or involved with the Giveaway.

ANY ATTEMPT BY AN ENTRANT TO UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK CIVIL AND/OR CRIMINAL PROSECUTION AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW.

These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**8. LIMITATIONS OF LIABILITY.** Sponsor and the Released Parties are not responsible for: (i) stolen, lost, late, misdirected, damaged, undeliverable, incomplete, inaccurate, delayed or illegible entries due to technical, computer, mechanical, printing, typographical, human or other errors relating to or in connection with the Giveaway, including, without limitation, errors which may occur in connection with the administration of the Giveaway, the submission of entries, notification or correspondence, the processing of entries, the announcement of the prizes or in any Giveaway related materials; (ii) technical failures of any kinds; (iii) failures of any of the equipment or programming associated with or utilized in the Giveaway; (iv) unauthorized human and/or mechanical intervention in any part of the entry process or the Giveaway; (v) technical or human error that may occur in the administration of the Giveaway; or (vi) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Giveaway or receipt or use of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as an entry into the Giveaway, entrant's sole remedy is to enter again into the Giveaway. Sponsor may rescind any Giveaway entry found to contain such errors or failures without liability at its sole discretion.

As a condition of participating in the Giveaway, you agree that as to Sponsor and the Released Parties (i) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses, (ii) all causes of action arising out of or connected with the Giveaway, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and (iii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but shall in no event include attorneys' fees. Sponsor reserves the right to modify prize award procedures.

- **9. DISPUTE.** Except where prohibited, participant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Giveaway, but in no event attorneys' fees; and (iii) under no circumstances will participant be permitted to obtain awards for, and participant 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.
- 10. CHOICE OF LAW. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, shall be governed by, and construed in accordance with, the substantive laws of the State of Arizona, without regard to choice of law rules.
- 11. PUBLICITY RELEASE AND PHOTO ENTRY LICENSE. By participating in the Giveaway and in addition to any other grants which may be granted in any other agreement entered into between Sponsor and the winner, the winner grants Sponsor and each of its respective successors, assigns and licensees, the right to use such winner's first and last name, city, state or province, photograph, likeness, statements, biographical information, a description of the prize won, and any other personal characteristics, in any and all media, now known or hereafter devised, for any purpose, including without limitation, advertising and sweepstakes purposes as well as in, on or in connection with any program, Giveaway or other promotion without additional compensation, review or approval rights, notification or permission, and each winner hereby releases the Sponsor from any liability with respect thereto.

You also acknowledge and agree that, by participating in this Giveaway and/or accepting a prize, you irrevocably grant Sponsor, its successors, assigns, and affiliates, an exclusive, royalty-free, worldwide, perpetual, irrevocable, and fully sublicensable right to store, use, reproduce, distribute, modify, adapt, display, sell, create derivative work(s), license and sub-license to third parties your photo entry for any and all commercial purposes, in all media now or hereafter known, at any time throughout the universe for the complete term of the copyright, including any extensions thereof, as established and provided by the law of the country in which you reside. Nothing contained herein obligates Sponsor to exercise any of the rights, licenses or privileges granted by this license.

YOU FURTHER ACKNOWLEDGE THAT YOUR PERSONAL IDENTIFYING INFORMATION MAY BE DISCLOSED TO THIRD PARTIES INCLUDING, WITHOUT LIMITATION, PLACING YOUR NAME ON A WINNERS' LIST.

- **12. ODDS OF WINNING.** Odds of winning a prize depends on the number of eligible entries received during the Promotion Period.
- **13. SPONSOR.** The Sponsor is Hughes Federal Credit Union, P.O. Box 11900, Tucson, AZ 85734.
- **14. LIST OF OFFICIAL RULES OR WINNERS' LIST.** For a copy of these Official Rules or for a list of Giveaway winners, mail a postage pre-paid, hand-printed self-addressed stamped envelope to: Hughes Federal Credit Union, Attn: Marketing Department/Experience MORE Giveaway, P.O. Box 11900, Tucson, AZ 85734. Only one request for Official Rules or Giveaway winners' list per envelope mailed. All requests must be received by December 31, 2023.

This Giveaway is sponsored by Hughes Federal Credit Union, P.O. Box 11900, Tucson, AZ 85734.