

Holiday Visa Gold Credit Card Sweepstakes

Official Rules

NO PURCHASE, ENTRY FEE, OR CREDIT CARD USAGE REQUIRED TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. NON-PURCHASE ENTRIES AND PURCHASE ENTRIES HAVE AN EQUAL CHANCE OF WINNING. SWEEPSTAKES OPEN TO INDIVIDUALS WHO ARE LEGAL RESIDENTS OF THE UNITED STATES AND 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY. VOID WHERE PROHIBITED BY LAW.

BY ENTERING THE SWEEPSTAKES, EACH ENTRANT AGREES TO THESE OFFICIAL RULES.

- 1. <u>Eligibility:</u> The Holiday Visa Gold Credit Card Sweepstakes (the "Sweepstakes") is offered to all Unity One Credit Union members, new and existing, in good standing age 18 or older. Winner must be a member or eligible for membership in order to qualify for and obtain a Visa Gold credit card. No purchase necessary to enter the Sweepstakes. Employees, directors, officers and household members of Unity One Credit Union are not eligible to participate in the sweepstakes. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding, in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 2. How to Enter: Eligible Unity One Credit Union members will automatically receive one (1) Sweepstakes Entry for each qualified credit card purchase of \$5.00 or more charged to their Unity One Visa Gold credit card account, net of returns. The following credit card activities are not considered eligible for receiving a Sweepstakes Entry: adjustment transactions or returns, Automatic Teller Machine (ATM) withdrawals, finance charges, fees, cash advances, balance transfers, foreign transaction currency charges or insurance. Entries from unauthorized card use or purchases made with a lost, stolen or fraudulent credit cards are void. Unity One debit card and Visa Classic credit card are not considered eligible for receiving a Sweepstakes Entry. Anyone age 18+ who does not qualify for the drawing by utilizing their Unity One Visa Gold credit card during the promotional period can enter by sending a 3x5 postcard with their name, address and telephone number to Unity One Credit Union, Attn: Marketing Department, 6701



Burlington Blvd., Fort Worth, TX 76131. Must be postmarked by December 31, 2021, to be entered into drawing. One postcard per individual allowed.

- 3. <u>Sweepstakes Period:</u> The Sweepstakes begins on November 1, 2021, from 12:01 a.m. Central Time ("CT") and ends December 31, 2021, at 11:59 p.m. CT. Unity One will use the winners January 2022 statement balance for purposes of determining payoff amount.
- 4. Random Drawing/Winner Notifications: One (1) \$3,000 Grand Prize winner, one (1) \$2,000 second place winner and one (1) \$1,000 third place winner will be selected via a random drawing conducted by Unity One Credit Union on or around January 17, 2022, from among all eligible entries received. Decisions of Unity One Credit Union are final and binding. The winners will be notified by Unity One Credit Union via email or telephone on or about the day of the random drawing. Failure to respond to the winner notification within three (3) business days will be deemed forfeiture of the prize and an alternate winner may be selected at Unity One Credit Union's sole discretion. Unity One Credit Union is not responsible for email notifications that are undeliverable or voicemail messages not received. Winner must have a valid Social Security Number, current U.S.-issued driver's license and a U.S. Government photo identification on file to be eligible to win.

5. Prizes and Approximate Retail Values ("ARVs"):

- a. One (1) Grand Prize One member will have his/her Unity One Credit Union Visa Gold Credit Card balanced reduced by up to \$3,000.00. Any balance remaining after the \$3,000 payoff will be the responsibility of the member; if balance is less than \$3,000 at time of payoff, no additional cash or credit will be given to member.
- b. One (1) Second Place Prize One member will have his/her Unity One Credit Union Visa Gold Credit Card balanced reduced by up to \$2,000.00. Any balance remaining after the \$2,000 payoff will be the responsibility of the member; if balance is less than \$2,000 at time of payoff, no additional cash or credit will be given to member.
- c. One (1) Third Place Prize One member will have his/her Unity One Credit Union Visa Gold Credit Card balanced reduced by up to \$1,000.00. Any balance remaining after the \$1,000 payoff will be the responsibility of the member; if balance is less than \$1,000 at time of payoff, no additional cash or credit will be given to member.

Any portion of the prize not accepted by the winner will be forfeited. Federal, state, and local taxes on the prize and any expenses relating to the acceptance



and use of a prize not specified herein as being awarded are the responsibility of the winner. Prize consists of only those items specifically listed as part of the Prize. The prize has no cash value and cannot be substituted by any winner, but Unity One Credit Union may substitute the prize, or any portion thereof, for a prize of equal or greater value at their sole discretion for any reason. The prizes are non-assignable and non-transferable and are not redeemable for cash. The Winner must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules. Winner is responsible for paying all applicable income taxes associated with accepting their Prize. Winner may be required to sign a liability and/or publicity release ("Prize Release") prior to issuance of a prize. Winner agrees to use of winner's full name and/or likeness for the purpose of appearing in print and/or electronic media for Unity One Credit Union without compensation. Unity One Credit Union may report the value of the prize to the IRS as required by law.

- 6. Claiming the Prize: Upon winner verification, as a condition of being named the official winner, the potential winner must submit any required forms deemed necessary by Unity One to complete the payoff balance. The awarding of the prize is contingent on each individual winner's full compliance with these Official Rules, as determined by Sponsor in its sole discretion. If winner is found to have falsified any data or material, the winner forfeits his/her prize and is disqualified, an alternative winner will be selected according to the original winner selection method, time permitting. Failure to comply with any deadline set forth in these Official Rules shall be deemed to be the winner's forfeiture of his or her right to claim a prize. If winner cannot prove he/she is a qualified winner, the prize will not be awarded. Any unclaimed prize remains the property of Unity One Credit Union.
- 7. Participation Conditions/Release/Consent to use Likeness: By participating, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of Unity One Credit Union which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless the Released Parties from and against any and all claims, expenses, and liability, including, but not limited to, negligence and damages of any kind to persons and property, including, but not limited to, invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's participation in this Sweepstakes, and acceptance or use or misuse of prize; (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to an entrant's participation in the Sweepstakes and/or entrant's



acceptance, use or misuse of prize; and (d) allow Sponsor's use for promotional purposes of his/her likeness, voice and/or address (city/state) without any additional compensation.

- 8. General Conditions: Unity One Credit Union reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction or if any fraud, technical failures or any other factor beyond Unity One Credit Union's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Unity One Credit Union in its sole discretion. Unity One Credit Union reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the participation process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, 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. Only the type and quantity of prizes described in these Official Rules will be awarded. 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. Unity One Credit Union's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- 9. <u>Limitations of Liability:</u> The Released Parties as set forth above are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited, to malfunctions, interruptions or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the participation process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of phone calls; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any Prize.



- 10. <u>Privacy Policies and Data Collection:</u> Information provided by you for this Sweepstakes on the entry form is subject to Unity One Credit Union's privacy policy located at <u>www.unityone.org</u>. By entering this Sweepstakes, each entrant agrees that the Unity One Credit Union has the right to contact the entrant by phone, direct message, or email accounts provided on the entry form to administer and fulfill this Sweepstakes.
- 11. Disputes/Governing Law: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or the prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court; (2) any and all claims, judgments and awards shall be limited to actual out-ofpocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' or legal fees; and (3) unless otherwise prohibited, 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 this Sweepstakes shall be governed by, and construed in accordance with, the laws of the U.S. Government, without giving effect to any choice of law or conflict of law rules (whether of State, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the United States.
- 12. Official Rules/Winner's List: For a copy of these Official Rules, or for the name of the winner, send a self-addressed stamped envelope by February 1, 2022, to: Unity One Credit Union, 6701 Burlington Blvd., Fort Worth, TX 76131.
- 13. Sponsor: Unity One Credit Union, 6701 Burlington Blvd., Fort Worth, TX 76131.