

## Money Management Giveaway ("Giveaway" or "Promotion")

**Official Rules.** No purchase is necessary and void where prohibited. **SPONSOR:** TruWest® Credit Union ("TruWest" or "Sponsor"), 1667 N. Priest Drive, Tempe, AZ 85281. **Eligibility:** All persons must be 18 years or older, TruWest Credit Union members with a minimum \$5 deposit, and enrolled in online banking as of 12/19/2017. Sponsor's employees, board members, officers, and directors, including immediate family members (spouse, parent, child, sibling, and their respective spouses, regardless of where they reside) are not eligible. The **Promotion Period** begins on December 19, 2017 and ends on January 26, 2018. **Entry:** Automatic entry and eligibility for each prize is based upon enrollment in Money Management tool in online banking. Eligible persons will receive one (1) automatic entry upon enrollment in the Money Management tool in online banking. All other Eligible entries will be entered in the drawing upon the timely receipt of a mailed and written entry on a 3 x 5 card referencing the "Money Management Giveaway" and setting forth the entrant's name, address, telephone number, and email address, mailed to TruWest Credit Union, "Money Management Giveaway" PO Box 3489, Scottsdale, AZ 85271, and postmarked by January 26, 2018 and received by 5:00 p.m. Arizona time on January 30. The Credit Union is not responsible for lost, late, misdelivered, illegible, stolen, damaged, misdirected, incomplete or postage due entries. **One (1) entry per person;** no photocopied or mechanically reproduced entries accepted. All entries become the property of Sponsor and will not be receipt acknowledged or returned. Proof of mailing does not constitute proof of delivery.

**Prize(s).** Sponsor will award a total of ten (10) \$100 Visa® gift cards to selected winners (1 gift card per winner), who will be selected in a random drawing to be held from among the eligible entrants received, and the selection will be final. However, if a prize is unclaimed or if a winner is deemed ineligible for any reason, Sponsor may, at its discretion, choose an alternate winner by the same method, until each prize(s) is awarded in accordance with these rules. Drawing(s) will be held on or around January 31, 2018. **Prizes/Approximate Retail Values ("ARV"):** Per Prize: \$100. Odds of winning depend on the total number of eligible entries received. The prize is one \$100 Visa® gift card which is redeemable for purchases at participating online and retail merchants. Gift Card is subject to further terms and conditions, including expiry dates. **Limit** one (1) prize per household. Winner(s) will be notified by email or phone. By submitting any entry, you agree to be bound by these official rules, and prizes will be awarded only if entrants comply. To claim a prize, all winners must sign and return a release and affidavit of eligibility and publicity release to Sponsor (at 1667 North Priest Drive, Tempe AZ 85281) within 30 days of notification, or prizes will, in Sponsor's discretion, be forfeited. No other consideration will be paid. Each winner is solely responsible for any and all taxes on the Prize and other expenses (as applicable) not specifically set forth herein, including but not limited to: licenses, fees, insurance, optional equipment and all other unspecified costs associated with claiming or using the corresponding prize. Each winner must provide the Sponsor with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600 in prizes may receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS. By accepting a prize, a winner consents to the use of his/her name and photograph or likeness for advertising and promotional services without additional compensation. No prize is redeemable for cash, exchange or transfer, except at Sponsor's sole discretion. Sponsor reserves the right to substitute any prize with one of similar or greater value if any prize, or any portion thereof, is unavailable, however Sponsor is under no obligation to do so. Winners acknowledge the Released Parties (as defined herein) do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of any prize, except that prize(s) will be subject to the corresponding manufacturer's stated warranty, if any. Sponsor disclaims any implied warranty. The mention of the prize(s) or any other product or service in any advertisement or text does

not mean the products or services have been tested, endorsed or approved by Sponsor. By entering, each entrant gives their express permission to be contacted by Sponsor by telephone, email, and/or postal mail. Void where prohibited by law. All federal, state and local laws and regulations apply. Sponsor reserves the right not to issue a prize.

**GENERAL DISCLOSURES:** By participating, entrant agrees to: (i) be bound by these Official Rules, including all eligibility and entry requirements; (ii) release Sponsor and to resolve disputes as described below; and (iii) be bound by the decisions of Sponsor which are final and binding in all matters relating hereto. Except where prohibited by law, entry and acceptance of the Prize constitutes permission to use each winner's name, photograph, hometown, likeness, and prize won (all at Sponsor's discretion) for future advertising, publicity in any and all media now or hereafter devised throughout the world in perpetuity, without additional compensation, notification, release, or permission. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of this promotion or in the announcement of any prize or for any suspension of this promotion or inability to implement the promotion or award the prize(s) as contemplated herein due to any event beyond its control, including delays or interruptions caused by acts of God, acts of war, natural disasters, weather, utility outages, acts of terrorism or any federal, state, or local government law, order, or regulation, order of any court or regulator, or technical malfunction of any telephone, computer, or other equipment which prevents an entry from being made or received in time for entry. Sponsor reserves the right to take action to: (a) add, delete, or revise these Official Rules as necessary without notice; (b) permanently disqualify from any promotion any person it believes has intentionally violated these Official Rules; and (c) suspend entries if this promotion becomes unfairly impaired in any way and to select winners from among all eligible entries received prior to such action. Should the terms of these Official Rules conflict with any published advertising, the terms of these Official Rules shall control. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any provisions.

**Resolution of Disputes:** AS A CONDITION OF ENTERING THIS GIVEAWAY, EACH ENTRANT AGREES THAT: (I) ANY AND ALL DISPUTES, CLAIMS, CONTROVERSIES, OR CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS GIVEAWAY, OR ANY PRIZES AWARDED (EACH A "CLAIM"), SHALL BE: (A) ARBITRATED ON AN INDIVIDUAL BASIS ONLY, AND SHALL NOT BE CONSOLIDATED OR JOINED WITH OR IN ANY ARBITRATION NOR OTHER PROCEEDING INVOLVING A CLAIM OF ANY OTHER PARTY; (B) SETTLED BY BINDING ARBITRATION IN MARICOPA COUNTY, ARIZONA BEFORE A SINGLE ARBITRATOR APPOINTED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS THEN GOVERNING RULES AND PROCEDURES; AND (C) JUDGMENT UPON SUCH ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. ANY CLAIMS, JUDGMENTS OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS GIVEAWAY. ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE. LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE OR INTERFERE WITH THE OPERATION OF THIS GIVEAWAY, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AND CRIMINAL PROSECUTION AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS GIVEAWAY, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

**RELEASE:** Entrants on their behalf and all winners, members of winner's household, relatives and persons who use any prize awarded by Sponsor and on behalf of their respective heirs, executors, legal

representatives, successors and assigns ("Releasing Parties"), waive, release, defend and hold harmless Sponsor, its respective parents, affiliated companies, subsidiaries, advertising and promotion agencies, any entity involved in the fulfillment of the prizes (i.e. the Fulfillment Company) or the administration of the Giveaway, any and all other companies associated with this Giveaway, and their respective employees, board members, officers, directors and agents of each ("Released Parties"), from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, loss, Claim, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, judgments, extent, executions, claims and demands whatsoever, in law, admiralty or equity, whether known or unknown, foreseen or unforeseen, against Released Parties which any one or more of the Releasing Parties ever had, now have or hereafter can, shall or may have which in any way arise out of or result from entrant's participation in the Giveaway, acceptance, use, or misuse of any prize, including but not limited to property damage, personal injury or death.

**PRIVACY:** By entering, you may be contacted by the Sponsor or associated entities with future promotional offers. Information provided by you to participate is subject to Sponsor's privacy policy, located at <https://www.truwest.org/legal-policy/>. You may opt out of receiving such information by contacting Sponsor as provided below. Eligibility to enter is not dependent upon your consent to receive such information or promotional offers.

**CHOICE OF LAW:** All issues, claims, and questions concerning the construction, validity interpretation, and enforceability of these Official Rules, or the rights and obligations of entrant and the Sponsor in connection therewith, shall be governed by, and construed in accordance with, the substantive laws of the State of Arizona, without regard to its choice of law provisions.

**WINNERS LIST:** For a copy of the winners list (available after 2/2/2018), send a self-addressed, stamped envelope to: TruWest Credit Union "Money Management Giveaway" PO Box 3489, Scottsdale, AZ 85271. List of winners will only be available for a limited time.

**Any questions regarding these Official Rules should be directed to [truwest.org](https://www.truwest.org) or Toll Free 1-855-878-9378.**