

## **2018 TruWest® Credit Union TRIVA TUESDAY (“Trivia Tuesday”) Official Rules**

**NO PURCHASE OR DONATION NECESSARY TO ENTER OR WIN THIS TRIVIA TUESDAY. VOID WHERE PROHIBITED, RESTRICTED BY LAW, OR OTHERWISE REQUIRED TO REGISTER.**

**THE TRIVIA TUESDAY BEGINS ON 3/6/18 and ENDS ON 12/31/18 (further defined below).**

**SPONSOR:** TruWest Credit Union (“TruWest” or “Sponsor”), 1667 N. Priest Drive, Tempe, AZ 85281. Sponsor is solely responsible for providing the Prize(s).

**ELIGIBILITY:** The Trivia Tuesday is open only to legal residents of the United States (except where prohibited by law), 18 years of age or older at date of entry. 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) and members of the same household (whether or not related) and its respective parents, affiliated companies, subsidiaries, advertising and promotion agencies, and any and all other companies associated with the Trivia Tuesday are not eligible to participate or win the Prize(s) (described below). The Trivia Tuesday is subject to all applicable federal, state, territory, and local laws, rules and regulations. Void where prohibited or restricted by law, rule or regulation or requirements of registration.

**HOW TO ENTER:** Individuals will receive entry into the Trivia Tuesday when they correctly answer the weekly “Trivia Tuesday” post at <https://www.facebook.com/TruWestCreditUnion/>.

Individuals may also enter the Trivia Tuesday by hand printing the words “Trivia Tuesday” and their full name, address, daytime phone number (including area code), and, if available, email address on a 3x5 card and mailing to Sponsor: “Trivia Tuesday”, P.O. Box 3489, Scottsdale, Arizona 85271. Written entry must be postmarked by 12/28/18 and received by 5:00 p.m. Arizona time on 12/31/17. No photocopied or mechanically reproduced entries accepted. Sponsor is not responsible for late, lost, stolen, damaged, garbled, illegible, incomplete, illegible, misdirected, mis-delivered, or postage due mail/entries. Proof of mailing does not constitute proof of delivery. All written submissions receive one (1) entry into the Giveaway per 3x5 card. One written entry per person. All entries become the property of Sponsor and will not be receipt acknowledged or returned.

**PRIZES AND CONDITIONS:** No purchase or donation of any kind necessary to enter or win. The Trivia Tuesday begins 3/6/18 12:01 a.m. Arizona time and ends 12/31/18 at 11:59 p.m. Arizona time (“Entry Period”). Prizes/Approximate Retail Values (“ARV”): Per Prize: \$40.00. Odds of winning depend on the total number of eligible entries received.

One (1) prize will be awarded to three (3) separate winners each week. Each prize consists of either: (a) one (1) TruWest branded blanket; or (b) one (1) TruWest branded bluetooth speaker; or (c) one (1) TruWest branded power bank. Prize provided by Sponsor. Any difference between stated approximate retail value and actual value of prize will not be awarded. All prize details not specified in these Official Rules will be determined in Sponsor’s sole and absolute discretion. The difference in value will not be awarded to the winner

**WINNER SELECTION and NOTIFICATION:** The winner will be chosen by random drawing on each Friday starting on 11/17/2017 from all eligible entries timely received by Sponsor. The drawing will take place in Arizona, at Sponsor’s headquarters. The Sponsor will make the final determination of the winner and its

decision is final and binding. Potential winners will be notified via social media, email, phone, or overnight mail (in the sole discretion of Sponsor) within three (3) calendar days after random drawing. If a potential winner fails to respond within two (2) calendar days, is deemed ineligible for any reason, or if notification is returned as undeliverable, that potential winner will be disqualified and an alternate winner will be determined, until, in Sponsor's discretion, the prize is awarded. Sponsor is not responsible for any change of email address, mailing address, and/or telephone number of entrants. Multiple entrants are not permitted to share the same email address. Should multiple users of the same e-mail account or phone number, as applicable, enter the Sweepstakes and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said e-mail account or phone account at the time of entry will be considered the entrant. "Authorized account holder" is defined as the natural person who is assigned an e-mail address or phone number by an Internet access provider, on-line service provider, telephone service provider or other organization which is responsible for assigning e-mail addresses, phone numbers or the domain associated with the submitted e-mail address.

In order to receive a prize, potential winners will be required to complete an Affidavit of Eligibility and Release of Liability, or similarly titled document, which must be signed and returned (along with any other documentation the Sponsor and/or Fulfillment Company reasonably requires for prize fulfillment, such as, but not limited to, providing proof of identity, various licenses or permits) within three (3) days of date printed on notification or the potential winner will be disqualified and an alternate winner will be determined. All prizes will be awarded within approximately five (5) days of winner verification, except in cases of delay of availability. Sponsor is not responsible for such delays. Sponsor reserves the right not to issue a prize. 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. Arrangements for fulfillment of the prize(s) will be made by Sponsor or Sponsor's designated agent. Sponsor reserves the right to deliver the Prize in any manner it selects. The exact date, time, and location of delivery of the Prize shall be determined in Sponsor's discretion. 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. 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 entering this Trivia Tuesday, each entrant gives their express permission to be contacted by Sponsor by telephone, email, and/or postal mail for Trivia Tuesday purposes. Limit: One prize per person or household.

**GENERAL DISCLOSURES:** By participating in the Trivia Tuesday, you agree 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) agree to be bound by the decisions of Sponsor which are final and binding in all matters relating to the Trivia Tuesday. 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 the Trivia Tuesday or in the announcement of any prize or for any suspension of the Trivia Tuesday or inability to implement the Trivia Tuesday 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 during the Entry Period. 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 Trivia Tuesday any person it believes has intentionally violated these Official Rules; and (c) suspend entries if the Trivia Tuesday 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. Winner agrees that acceptance of any trip taken as a prize is done so entirely upon their own initiative, risk, and responsibility. BY ACCEPTING PRIZE, WINNERS ACCEPT THE INHERENTLY DANGEROUS NATURE AND RISK IN ANY TRAVEL OR TRANSPORTATION, SUCH RISK INCLUDING PERSONAL INJURY AND/OR DEATH, ACKNOWLEDGES THAT HIS/HER PARTICIPATION IN THE PRIZE EVENT IS VOLUNTARY, ACKNOWLEDGES THAT THERE ARE NATURAL FACTORS AND OCCURRENCES WHICH MAY IMPACT ON OR AFFECT THE SAFETY OF THE ACTIVITIES HE/SHE IS PARTICIPATING IN AND HE/SHE ASSUMES THE RISK OF SUCH FACTORS AND OCCURRENCES AND AGREES THAT THE RELEASED PARTIES (as defined below) SHALL NOT BE IN ANY WAY RESPONSIBLE FOR ANY RESULTING INJURY AND/OR DEATH.

**Resolution of Disputes:** AS A CONDITION OF ENTERING THIS TRIVIA TUESDAY, EACH ENTRANT AGREES THAT: (I) ANY AND ALL DISPUTES, CLAIMS, CONTROVERSIES, OR CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS TRIVIA TUESDAY, 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 TRIVIA TUESDAY. 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 THE TRIVIA TUESDAY, 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 TRIVIA TUESDAY, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

**RELEASE:** Entrants on their behalf, 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 Trivia Tuesday, any and all other companies associated with the Trivia Tuesday, 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 Trivia Tuesday, acceptance, use, or misuse of any prize, including but not limited to property damage, personal injury or death.

**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 with the Trivia Tuesday, 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.

**PRIVACY:** By entering, you may be contacted by the Sponsor or associated entities with future promotional offers. Information provided by you to participate in this Trivia Tuesday 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 in the Trivia Tuesday is not dependent upon your consent to receive such information or promotional offers.

**WINNERS LIST:** For a copy of the winners list (available after 12/31/18), send a self-addressed, stamped envelope to: TruWest Credit Union Trivia Tuesday Winner List, 1667 N. Priest Drive, Tempe, AZ 85281. List of winners will only be available from six (6) months following the last day of the Entry Period.

**Any questions regarding this Trivia Tuesday should be directed to [truwest.org](http://truwest.org) or Toll Free 1(855) 878-9378.**