TruWest® Credit Union's 2022 Visa® "Happy Holi-YAY" 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 85288.

Eligibility: The Promotion is open to all individuals who are 18 years or older, and U.S. residents at the time 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) are not eligible to participate or win the Prize (defined below). The Promotion is subject to all applicable federal, state, territory, and local laws, rules and regulations. Void where prohibited or restricted by law, rule or regulation.

Promotion Period: includes the following entry periods (each, an "Entry Period"):

- 12:01AM Arizona time on November 7, 2022, and ends at 11:59PM Arizona time on November 13, 2022 ("First Entry Period");
- 12:01AM Arizona time on November 14, 2022, and ends at 11:59PM Arizona time on November 20, 2022 ("Second Entry Period");
- 12:01AM Arizona time on November 21, 2022, and ends at 11:59PM Arizona time on November 27, 2022 ("Third Entry Period");
- 12:01AM Arizona time on November 28, 2022, and ends at 11:59PM Arizona time on December 4, 2022 ("Fourth Entry Period");
- 12:01AM Arizona time on December 5, 2022, and ends at 11:59PM Arizona time on December 11, 2022 ("Fifth Entry Period");
- 12:01AM Arizona time on December 12, 2022, and ends at 11:59PM Arizona time on December 18, 2022 ("Sixth Entry Period");
- 12:01AM Arizona time on December 19, 2022, and ends at 11:59PM Arizona time on December 25, 2022 ("Seventh Entry Period");
- 12:01AM Arizona time on December 26, 2022, and ends at 11:59PM Arizona time on January 1, 2023 ("Eighth Entry Period");
- 12:01AM Arizona time on January 2, 2023, and ends at 11:59PM Arizona time on January 8, 2023 ("Ninth Entry Period");
- 12:01AM Arizona time on January 9, 2023, and ends at 11:59PM Arizona time on January 15, 2023 ("Tenth Entry Period").

Entry: To be eligible for automatic entries TruWest members must register. Registration must be submitted and received before the end of the Entry Period. Automatic entries will only start the day after a valid registration form is submitted to and received by TruWest. Member's may register for the Promotion online only. No other method of registration will be accepted. To register click here and submit the registration form. A valid registration form requires entry of First name, Last name, Email address, Last four of primary's SSN, Last four digits of Visa® credit card number, and indication if you are a TruWest Member. Incomplete and/or inaccurate registrations are void.

All eligible TruWest members as of the beginning of the Entry Period who register and use a TruWest Credit Union Visa® credit card for at least one (1) transaction that posts to an eligible member's TruWest Credit Union Visa® credit card [account] after registration and during the applicable Entry Period, will automatically receive one entry in the Promotion for that Entry Period. Each additional and eligible transaction that posts to an eligible member's TruWest Credit Union Visa Credit card [account] will automatically receive one additional entry into the Promotion for that Entry Period. In addition, all registered and eligible TruWest members will receive "2x"/double automatic entries for each transaction that posts to an eligible member's TruWest Credit Union Visa® credit card [account] after registration and during the applicable Entry Period if the eligible transaction is made through *mobile wallet*. Each additional and eligible *mobile wallet* transaction that posts to an eligible member's TruWest Credit Union Visa Credit card [account] will automatically receive one additional entry into the Promotion for that Entry Period (for a total of two automatic entries for each eligible mobile wallet transaction). Information concerning mobile wallet and instructions on mobile wallet enrollment can be reviewed here https://truwest.org/mobilewallet/. Automatic Entries will not be awarded for: accounts not in good standing at the time of drawings (in Sponsor's sole discretion); ATM transaction; cash advances; balance transfers; account adjustment transactions/returns; unauthorized usage (including use made with lost, stolen or fraudulent cards); and fees assessed on the Account.

Individuals may also enter by mailing a 3 x 5 card referencing the "2022 Visa Happy Holi-YAY Giveaway" and setting forth the entrant's name, address, telephone number, email address, and state the Entry Period applicable (i.e. "First Entry Period") mailed to TruWest Credit Union, "2022 Visa Happy Holi-YAY Giveaway" P.O. Box 3489, Scottsdale, AZ 85271. Mail entries must be received by TruWest by 5:00 p.m. Arizona time on the expiration date of the Entry Period to which the written entry applies. The Credit Union is not responsible for lost, late, misdelivered, illegible, stolen, damaged, misdirected, incomplete or postage due entries. Late, incomplete, and/or inaccurate entries or registration forms are void. One (1) mail in entry per person, per Entry Period. 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 ten (10) Visa® statement credits of $1,000 each to selected winners (one $1,000 Visa statement credit per Entry Period). Winners 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. The decisions of Sponsor are final and binding on all matters relating to this Promotion. Drawing will be held on or about: (a) November 23, 2022, for the First Entry Period; (b) November 30, 2022, for the Second Entry Period; (c) December 7, 2022, for the Third Entry Period; (d) December 14, 2022, for the Fourth Entry Period; (e) December 21, 2022, for the Fifth Entry Period; (f) December 28, 2022, for the Sixth Entry Period; (g) January 4, 2023, for the Seventh Entry Period; (h) January 11, 2023, for the Eighth Entry Period; (i) January 18, 2023, for the Ninth Entry Period and (j) January 25, 2023 for the Tenth Entry Period. Statement Credit will be awarded on the next statement cycle following the drawing. If winner does not have a TruWest Credit Union Visa account prize will be awarded upon qualifying for and opening a TruWest Visa account, as long as account is opened on or before January 31, 2023.

Prizes/Approximate Retail Values ("ARV"): Per Prize: $1,000. Odds of winning depend on the total number of eligible entries received. The prize is one $1,000 Visa® statement credit which is redeemable against TruWest Credit Card balances and not for cash. The statement credit may be subject to further terms and conditions, including expiry dates.
Limit one (1) prize per household. Winner(s) will be notified by mail, 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 85288) within 30 days of notification, or prize 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. 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 PROMOTION, EACH ENTRANT AGREES THAT: (I) ANY AND ALL DISPUTES, CLAIMS, CONTROVERSIES, OR CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS PROMOTION, 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 PROMOTION. 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 PROMOTION, 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 PROMOTION, 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 1/31/2023), mail a request with a self-addressed stamped envelope to: TruWest Credit Union "2022 Visa Happy Holi-YAY Giveaway" P.O. 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 or Toll Free 1-855 878-9378.
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