

# Altura Credit Union

## “Cyber Monday”

### OFFICIAL RULES

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**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER TO WIN THIS SWEEPSTAKES. EACH INDIVIDUAL ENTRY HAS AN EQUAL CHANCE OF WINNING. THE FOLLOWING SWEEPSTAKES IS OPEN TO LEGAL RESIDENTS OF THE U.S. ONLY, WHO MEET THE ELIGIBILITY REQUIREMENTS (AS DEFINED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED.**

**Odds:** Winner selected by random drawing. Odds of being selected as the winner depend on number of entries.

**Promotion Period:** Sweepstakes registration is scheduled on **11/30/20** (the “Registration Period”). Three winners will be awarded by 12/7/20, **at an Altura Credit Union location to be determined by Sponsor and Winner**. The sweepstakes is subject to all applicable federal, state and local laws and regulations and is void where prohibited.

**Who May Enter:** The sweepstakes is open to legal residents of the 50 United States and District of Columbia (“D.C.”), who reside within 250 miles of a participating Altura Credit Union location (see below), who are age 18 or older as of date of entry with a valid driver’s license. The following are not eligible to enter:

- Employees, officers, and directors of Altura Credit Union (“Sponsor”), each of their respective franchisees, affiliated companies, subsidiaries, distributors, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this promotion (collectively, “Released Parties”) and the members of the immediate families or households of any of the above, whether or not related. “Immediate family members” includes, for purposes of this promotion, parents (including in-laws), grandparents, siblings (including step-siblings), children (including step-children), grand children (including step grandchildren) and each of their respective spouses.

#### **How to Enter**

- Consumers who use their Altura Debit or Credit Card during the time of registration will be automatically entered 1 time for each card swipe.
- All other persons may enter by completing a write-in entry form. Legibly print name, address (including zip code), telephone number (including area code), and e-mail address (optional) on a 3" x 5" card and by sending it in a #10 stamped envelope to:

Altura Credit Union  
“Cyber Monday”  
2847 Campus Parkway  
Riverside, CA 92507

If a write-in entry form or card is drawn, but judges are unable to determine the winner because of illegible writing, that entry form or card will be disqualified. No copies, mechanical reproductions, or metered mail accepted. Mail in entries must be received by the last day of the Sweepstakes in order to enter that Sweepstakes drawing. Proof of mailing does not constitute proof of delivery. The Credit Union is not responsible for lost, late, incomplete, misdirected, damaged, postage-due, or illegible entries or mail. Once submitted, entries become the sole property of the Credit Union and will not be acknowledged or returned.

All mailed entries must be handwritten. Released Parties are not responsible for entries that are lost, late, misdirected, illegible, incomplete, inaccurate, damaged, lost or for entries submitted in a manner that is not expressly allowed under these rules. All such entries will be automatically void. All entries received become the property of the Sponsor and will not be returned. Difficulties with phone lines or getting to locations to enter the Sweepstakes are not the responsibility of Sponsor.

#### **Winner Selection:**

A random drawing will be held to select three winners. Winner must be Members of Altura Credit Union. Winners will be notified by phone no later than the 12/7/2020. Any selected entrant that cannot be reached within 72 hours, to confirm he/she has been selected as a winner, after an initial phone call to the number listed on his/her account or entry, or who does not meet the eligibility requirements will be disqualified. An alternate winner will then be randomly selected and notified per the procedures outlined above, time permitting.

**Maximum of one winner may be selected per household, regardless of qualification method.** Only the eligible winner as selected and notified by Sponsor will be eligible. All other entrants are ineligible. No one may qualify or participate on behalf of another individual. Decisions of the Sweepstakes Administrator in the selection and designation of winner and all matters relating to this Sweepstakes are final.

## **Prize Awards & Delivery:**

**Prize:** Three winners will be eligible to claim the Prize, subject to approval and verification of compliance with these Official Rules. The Prize for this Sweepstakes is \$500.

Prize winners must accept delivery of prize from Sponsor, or as otherwise instructed by Sponsor. All other costs related to prize delivery and acceptance is the responsibility of winner including but not limited to federal, state and local taxes. All properly claimed prizes will be awarded.

Prizes are non-transferable and no cash redemption or prize substitution allowed, except at Sponsor's sole discretion or as provided herein. Sponsor reserves the right to substitute a prize of equal or greater value if an advertised prize becomes unavailable. The Grand Prize winner will be required to complete and return a W-9 form (*if prize value exceeds \$600.00*), affidavit of eligibility, and liability/publicity release (*Tennessee residents need not sign publicity release*), present a valid driver's license and social security card before prize will be awarded. Winners of prizes greater than \$600.00 will be issued a 1099 form reflecting the value of the prize and are responsible for paying all taxes on prize.

Failure to collect or properly claim any prize in accordance with these rules will result in forfeiture of the prize. If forfeited for any reason, participant will not receive any other prize substitution or compensation.

**Additional Rules & Restrictions:** By participating in this Sweepstakes, entrants agree to abide by and be bound by the Official Rules and the decisions of the Sweepstakes Administrator, which shall be final in all matters relating to this Sweepstakes. In the event an entrant wins a prize, and is later found to be in violation of these rules he/she will be required to forfeit the prize or to reimburse Sponsor for the stated value of the prize if such violation is discovered after winner has used the prize. Participation in the Sweepstakes constitutes permission for the Sponsor and its agencies to use winners' names and/or likenesses for purposes of advertising and trade in any media worldwide without limitation or further compensation unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrants ineligible for any prize.

Sponsor and Sweepstakes Administrator are not responsible for any typographical or other error in the printing or advertising of the offer, administration or execution of the Sweepstakes, or in the announcement of the prize/prize winner. By accepting a prize, the winner agrees to hold released parties from any claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to entrant's participation in this Sweepstakes, or the acceptance, possession or use/misuse of any prize, or participation in prize-related activities (including, but not limited to, travel related thereto), and to assume all liability in connection therewith.

**Release of Liability and Indemnification:** By participating in the Sweepstakes, entrants agree, on behalf of themselves, their heirs, executors, administrators, and assignees, to release, indemnify, and hold harmless the Released Parties from and against any injuries, losses, damages, claims, actions, and liability of any kind resulting or arising from participation in the Sweepstakes, which includes acceptance, possession, use, misuse, or non-use of the prize that may be awarded. Entrants agree that the Sponsor is not responsible for any incorrect or accurate information, whether caused by tampering, hacking, or by any of the equipment or programming associated with the Sweepstakes.

**IN CASE OF DISPUTES:** By participating, each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of California; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, 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 entrant and Sponsor in connection with this Sweepstakes, shall be governed by, and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of California.

**Winner Information:** For a copy of these Official Rules or the winner's name, send a self-addressed, stamped envelope to: **Altura Credit Union "Cyber Monday"**, 2847 Campus Pkwy, Riverside, CA 92507. Requests must be received by **12/6/19**. PLEASE SPECIFY which you are requesting.

**Sweepstakes Sponsor:** This Sweepstakes is sponsored and administered by Altura Credit Union, 2847 Campus Pkwy, Riverside, CA 92507