

THE 2022 FINANCIAL LITERACY GIFTCARD GIVEAWAY

Sponsored by Hughes Federal Credit Union ("Sponsor")

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT IMPROVE YOUR CHANCES OF WINNING.

Hughes Federal Credit Union ("Sponsor") is pleased to introduce the 2022 FINANCIAL LITERACY GIFT CARD

GIVEAWAY (the "Giveaway"). As a condition of participating in the Giveaway, you agree to be fully and unconditionally bound by these Official Rules and the decisions of Sponsor, whose decisions shall be final and binding in all respects, and you agree to waive any right to claim ambiguity in the Giveaway, these Official Rules, and Giveaway materials. The Giveaway is subject to applicable federal, state, provincial and local laws and regulations and is **VOID WHERE PROHIBITED OR RESTRICTED BY LAW**. Winning and receiving a prize is contingent upon fulfilling all requirements set forth herein.

- **1. PROMOTIONAL PERIOD.** The Giveaway begins at 12:00:00 p.m. MST on Friday April 1, 2022, and ends at 11:59:59 a.m. MST on Saturday April 30, 2022 (the "Promotional Period"). The Promotional Period is comprised of one (1) entry period listed below. Arizona time shall control for all purposes of the Giveaway. Sponsor's computer shall be the official clock of the Giveaway.
- 2. VISA, INC.® DISCLAIMERS. You agree and acknowledge, as a condition of participating in the Giveaway, that Visa Inc. and their owners, directors, officers, employees, contractors, agents, representatives, parents, subsidiaries, attorneys, insurers, and associated corporations and entities are not sponsors of the Giveaway nor do they endorse or administer the Giveaway, nor are they in any way associated with the Giveaway. All questions regarding the Giveaway must be directed to Sponsor, not Visa, Inc. You also agree that as a condition of participating in the Giveaway, you shall release Visa Inc. from any and all liability arising out of or relating to your entry, creation of an entry or submission of an entry, participation in the Giveaway, acceptance, use, or misuse of a prize, or the broadcast, exploitation, or use of an entry.

Promotional Period	Start Date	End Date
1	4/1/2022 12:00:00 pm	4/30/2022 11:59:59 am

3. ELIGIBILITY. In order to be eligible to participate in the Giveaway, you must: (i) be at least eighteen (18) years of age or older; (ii) be a legal resident of the United States (please note residents of Rhode Island and Puerto Rico and other U.S. territories are not eligible to participate); (iii) at all times abide by these Official Rules. Void where prohibited or restricted by law. The Giveaway is subject to all applicable federal, state, and local laws and regulations.

Persons in any of the following categories are NOT eligible to participate or win the a prize in the Giveaway: (i) employees or Board members of Sponsor; (ii) individuals engaged or employed by a company that is engaged in the development, production or distribution of materials for the Giveaway; and (iii) persons who are immediate family members (defined as mother, father, sister, brother, daughter, son or spouse) of any person in any of the preceding categories and individuals living with them in the same household (defined as those persons who share the same residence at least three months a year); (iv) individuals who have won a prize from Hughes Federal Credit Union in the past six (6) months over \$100.

4. HOW TO ENTER.

No purchase necessary. During the Promotional Period, you can enter the Giveaway by:

Completing at least three (3) modules through our complimentary financial education resource, MoneyCoach.

Limit one (1) entry per person per entry period for the Giveaway regardless of method of entry. Only entries received during the Promotional Period will be accepted.

For Alternate Method of Entry, please fill out entry form found here.

False or deceptive entries or acts will render an entrant ineligible to participate, and Sponsor reserves the right to disqualify any entrant who attempts to undermine the legitimate operation of the Giveaway, acts in a disruptive manner or violates these Official Rules. Sponsor is not responsible for incorrect or inaccurate transcription of any entry information, computer, online or human error, technical 116100622.2

malfunctions, any omission, interruption, defect, or any other error, including, but not limited to, lost, late, incomplete, invalid, unintelligible or misdirected entries, all of which may constitute grounds for disqualification in Sponsor's sole discretion. If a problem occurs in the entry process, the entrant is solely responsible for verifying that the entry process has been validly completed. Sponsor shall have no obligation to advise an entrant of an incomplete or invalid entry. All entries become the sole and exclusive property of Sponsor and will not be acknowledged or returned. Entrant is responsible for all online charges incurred with any Internet service provider and/or wireless carrier.

5. PRIZE SELECTION AND PROCEDURES. Two (2) winners will be selected by random drawing by May 6, 2022 from all eligible entries received during the Promotional Period.

Potential winners do not need to be present to win a prize. The drawings will be conducted by Sponsor personnel. Sponsor will attempt to contact the winners via email and/or phone within five (5) business days of the respective drawing. Sponsor shall have no liability for a potential winner's failure to receive notices due to spam, junk e-mail or other security settings or for the potential winner's provision of incorrect or otherwise non-functioning contact information. Potential winners are not the winner of any prize until their compliance with these Official Rules has been verified, in accordance with these Official Rules.

In order to claim the prize, the winner may be required to execute a notarized affidavit of eligibility, a publicity release and where lawful, a liability release, which must be completed and returned to the Sponsor within two (2) business days after notification or the prize will be forfeited. In the event of noncompliance, or if the potential winner cannot be reached via email address or phone number provided by the potential winner, or if the prize is unclaimed, the prize will be forfeited and an alternate potential winner, at Sponsor's sole discretion, may be selected by random drawing. All decisions of Sponsor are final.

- **6. PRIZE.** Subject to verification of eligibility and compliance with these Official Rules, the prize and its approximate retail value ("ARV") is as follows:
 - Two (2) Visa Gift cards, valued at \$50 each.

Maximum value of prize is fifty dollars (\$50.00 USD). If the actual retail value of a prize is less than the stated ARV, the prize winner will not receive the difference.

Subject to verification of eligibility and compliance with these Official Rules.

7. GENERAL PRIZE RESTRICTIONS. No more than the stated number of prizes will be awarded. Each prize is subject to the terms and conditions of the issuer. A prize may not be transferred or assigned. No prize substitutions will be made, except that Sponsor, at its sole discretion, may substitute a prize (or prize component) of equal or greater value for any reason.

At the discretion of the Sponsor, prizes are to be claimed in person, shipped to the physical address or sent to the email address provided by entrant within two (2) business days from the date of receipt of the necessary confirmation as well as the return of any requested forms and information from the potential prize winner. Sponsor assumes no liability for non-deliverability. In all cases, the prize will be sent to the winner within two (2) days of the draw date subject to compliance with these Official Rules.

Any depiction of prize, in Giveaway materials or otherwise, is for illustrative purposes only. If the actual retail value of a prize is less than the stated ARV, the prize winner will not receive the difference. All expenses not specified above, including any federal, state, provincial or local taxes are the sole responsibility of each prize winner. Any required tax reporting forms will be furnished to the appropriate authorities. In the event that the Giveaway is cancelled or postponed for any reason whatsoever, the ARV of the prizes will be awarded to the extent required by law.

ALL PRIZES ARE AWARDED AS IS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS MAY NOT ALLOW (OR MAY LIMIT) DISCLAIMERS OF CERTAIN WARRANTIES, IN WHICH CASE THE FOREGOING DISCLAIMERS WILL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

8. GENERAL CONDITIONS OF PARTICIPATION. By participating in the Giveaway, participant agrees to abide by and be bound by these Official Rules. A prize will only be awarded if entrant fully complies with these Official Rules. All entries become the property of the Sponsor and will not be acknowledged or returned. Entries that are lost, late, misdirected, garbled, or incompletely received, for any reason, including by reason of hardware, software, browser, or network failure, malfunction, congestion, or incompatibility will not be eligible.

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As a condition of participating in the Giveaway, you also agree to release, indemnify and hold harmless Sponsor and its respective affiliates, prize suppliers, and Sponsor's business partners and all their affiliates, and each of their respective agents, representatives, officers, managers, directors, members, shareholders and employees (the "Released Parties") from and against any injuries, losses, damages, claims, actions and any liability of any kind resulting from or arising from any breach of representation made by you in connection with the Giveaway, the exercise by Sponsor or its designees of any of the rights granted by you in these Official Rules and your participation in the Giveaway, including acceptance, possession, use, misuse or nonuse of the prize.

Sponsor reserves the right to modify, suspend or terminate the Giveaway for any reason, including, without limitation, suspected or actual evidence of tampering with any portion of the Giveaway, or if unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Giveaway. In the event that the Giveaway is cancelled or terminated for any reason whatsoever, the ARV of the prizes will be awarded to the extent required by law. Sponsor also reserves the right to remove from or to deny entry into to the Giveaway any entrant who engages in a non-sportsmanlike or disruptive conduct, or acts with the intent to annoy, abuse, threaten or harass any other person participating or involved with the Giveaway.

ANY ATTEMPT BY AN ENTRANT TO UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK CIVIL AND/OR CRIMINAL PROSECUTION AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW.

These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. 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.

9. LIMITATIONS OF LIABILITY. Sponsor and the Released Parties are not responsible for: (i) stolen, lost, late, misdirected, damaged, undeliverable, incomplete, inaccurate, delayed or illegible entries due to technical, computer, mechanical, printing, typographical, human or other errors relating to or in connection with the Giveaway, including, without limitation, errors which may occur in connection with the administration of the Giveaway, the submission of entries, notification or correspondence, the processing of entries, the announcement of the prizes or in any Giveaway related materials; (ii) technical failures of any kinds; (iii) failures of any of the equipment or programming associated with or utilized in the Giveaway; (iv) unauthorized human and/or mechanical intervention in any part of the entry process or the Giveaway; (v) technical or human error that may occur in the administration of the Giveaway; or (vi) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Giveaway or receipt or use of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as an entry into the Giveaway, entrant's sole remedy is to enter again into the Giveaway. Sponsor may rescind any Giveaway entry found to contain such errors or failures without liability at its sole discretion.

As a condition of participating in the Giveaway, you agree that as to Sponsor and the Released Parties (i) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses, (ii) all causes of action arising out of or connected with the Giveaway, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and (iii) any and all claims, judg ments, and awards shall be limited to actual out-of-pocket costs incurred, but shall in no event include attorneys' fees. Sponsor reserves the right to modify prize award procedures.

- 10. DISPUTE. Except where prohibited, participant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Giveaway, but in no event attorneys' fees; and (iii) under no circumstances will participant be permitted to obtain awards for, and participant 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.
- 11. CHOICE OF LAW. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, shall be governed by, and construed in accordance with, the substantive laws of the State of Arizona, without regard to choice of law rules.
- 12. PUBLICITY RELEASE AND PHOTO ENTRY LICENSE. By participating in the Giveaway and in addition to any other grants which may be granted in any other agreement entered into between Sponsor and the winner, the winner grants Sponsor and each of its respective successors, assigns and licensees, the right to use such winner's first and last name, city, state or province, photograph, likeness, statements, biographical information, a description of the prize won, and any other personal characteristics, in any and all

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media, now known or hereafter devised, for any purpose, including without limitation, advertising and sweepstakes purposes as well as in, on or in connection with any program, Giveaway or other promotion without additional compensation, review or approval rights, notification or permission, and each winner hereby releases the Sponsor from any liability with respect thereto.

You also acknowledge and agree that, by participating in this Giveaway and/or accepting a prize, you irrevocably grant Sponsor, its successors, assigns, and affiliates, an exclusive, royalty-free, worldwide, perpetual, irrevocable, and fully sublicensable right to store, use, reproduce, distribute, modify, adapt, display, sell, create derivative work(s), license and sub-license to third parties your photo entry for any and all commercial purposes, in all media now or hereafter known, at any time throughout the universe for the complete term of the copyright, including any extensions thereof, as established and provided by the law of the country in which you reside. Nothing contained herein obligates Sponsor to exercise any of the rights, licenses or privileges granted by this license.

YOU FURTHER ACKNOWLEDGE THAT YOUR PERSONAL IDENTIFYING INFORMATION MAY BE DISCLOSED TO THIRD PARTIES INCLUDING, WITHOUT LIMITATION, PLACING YOUR NAME ON A WINNERS' LIST.

- 13. ODDS OF WINNING. Odds of winning a prize package depend on the number of eligible entries received for each package option.
- 14. SPONSOR. The Sponsor is Hughes Federal Credit Union, P.O. Box 11900, Tucson, AZ 85734.
- **15. LIST OF OFFICIAL RULES OR WINNERS' LIST.** For a copy of these Official Rules or for a list of Giveaway winners, mail a postage pre-paid, hand-printed self-addressed stamped envelope to: Hughes Federal Credit Union, Attn: Marketing Department/2022 FINANCIAL LITERACY GIFT CARD GIVEAWAY, P.O. Box 11900, Tucson, AZ 85734. Only one request for Official Rules or Giveaway winners' list per envelope mailed. All requests must be received by December 31, 2022.

This Giveaway is sponsored by Hughes Federal Credit Union, P.O. Box 11900, Tucson, AZ 85734.