

## THE 2023 YOUTH MONTH PROMOTION

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 2023 Youth Month Promotion (the "Promotion"). As a condition of participating in the Promotion, 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 Promotion, these Official Rules, Promotion materials, and information contained on Sponsor's website or social media accounts. The Promotion 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.

**PROMOTIONAL PERIOD.** The Promotion begins at 05:00:00 am Mountain Standard Time ("MST") on Saturday, April 1, 2023, and ends at 12:00:00 am MST on Sunday, April 30, 2023 (the "Promotional Period"). The Promotional Period is comprised of one (1) entry period listed below. Mountain Standard Time in Arizona shall control for all purposes of the Promotion. Sponsor's computer shall be the official clock of the Promotion.

Promotional Period	Start Date	End Date
1	04/01/2023 05:00:00 am	04/30/2023 12:00:00 am

**ELIGIBILITY.** In order to be eligible to participate in the Promotion, you (the "Entrant") must: (i) be 18 years of age or older at time of entry; (ii) be the parent or guardian of a child or legal ward who is under 18 years of age (the "youth"); (iii) be a legal resident of the United States, (please note residents of Rhode Island, Puerto Rico, and other U.S. territories are not eligible to participate); and (iv) at all times abide by these Official Rules. Void where prohibited or restricted by law. The Promotion 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 a prize in the Promotion: (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 Promotion; and (iii) persons who are immediate family members (defined as parent, sibling, child, spouse, stepparent, step-child, step-sibling, half-sibling) 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).

- **3. HOW TO ENTER.** No purchase necessary. During the Promotional Period, Entrants, as set forth in Section 2, can enter one (1) or more of the Entrant's youth into the Promotion via one (1) of the following methods:
  - i. *Hughes Main Share Account Opening* When an Entrant opens a new Hughes Main Share Savings Account for and with the Entrant's youth, the said youth will be automatically entered for a chance to win.
  - ii. Deposit into existing Hughes Main Share Savings Account An Entrant who makes a minimum deposit of \$5.00 USD into the Entrant's youth's existing Main Share Savings Account will automatically have said youth entered for a chance to win.
  - iii. Alternate Method of Entry An Entrant can mail a 3.5 x 5-inch card containing the hand-printed name, mailing address, email address, and phone number of the Entrant's youth, as well as the Entrant's name, mailing address, email address, phone number, signature, and relationship to the Entrant's youth, along with written permission for the Entrant's youth to enter the Promotion to: Hughes Federal Credit Union, Attn: Marketing Dept. / 2023 Youth Month Promotion, PO BOX 11900, Tucson, AZ 85734. All entries must be postmarked by April 30, 2023, and received by May 5, 2023 in order to be considered for the Promotion.

Limit one (1) entry per youth for the Promotion regardless of method of entry. Except as otherwise stated, only entries received during the Promotional Period will be accepted.

False or deceptive entries or acts will render an Entrant and the Entrant's youth ineligible to participate and Sponsor reserves the right to disqualify any Entrant or Entrant's youth who attempts to undermine the legitimate operation of the Promotion, 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 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.

**4. PRIZE SELECTION AND PROCEDURES.** Ten (10) potential youth winners will be selected by random drawing from the pool of eligible entries on or around May 15, 2023. Prize(s) will be awarded to the Entrant on behalf of the respective youth.

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 Entrant who entered the potential winner via email and/or phone within seven (7) business days of the respective drawing. Sponsor shall have no liability for an Entrant's or 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 Entrant 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 fourteen (14) business days after notification or the prize will be forfeited. In the event of noncompliance, or if the Entrant cannot be reached via the email address or phone number provided, or if the prize is unclaimed within fourteen (14) days 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.

- **PRIZES.** Subject to verification of eligibility and compliance with these Official Rules, each of the ten (10) winners will have the choice of one (1) of the three (3) prize packages listed below, subject to availability. The prize packages and their approximate retail values ("ARV") are as follows:
  - <u>Main Event:</u> Four (4) All-Access Play It Forward Vouchers to Main Event Tucson. Located at 4700 S Landing Way, Tucson, AZ 85714. Each youcher includes:
    - One (1) Wristband which includes four (4) hours of unlimited play of bowling, billiards, laser tag.
    - One (1) Bowling shoes rental
    - One (1) \$30 FUNcard

The maximum value of the Main Event prize is one hundred and three dollars (\$103.00 USD). Prize is non-transferable and cannot be redeemed for cash.

- <u>Tohono Chul:</u> One (1) Annual Family Membership to Tohono Chul for two (2) named adults, their children and grandchildren (17 and under) for one (1) year. Children must be accompanied by one of the named adults. The Family membership includes:
  - Unlimited Daily admission for the two named adults, and up to four children
  - Four (4) One-time use guest passes
  - 10% Discount in the Museum Shops, Retail Greenhouse, and at Plant Sales
  - Discounts on classes, trips, special events, and at the Garden Bistro
  - Eligibility to participate as a volunteer
  - Access to Tohono Chul's many travel Ed-ventures
  - Digital newsletters with information on upcoming events
  - Admission to "Members Only" Plant Sale Previews
  - Invitation to all exhibit openings, the New Member Welcome Tour, the annual Members' Reception, and the "Plan Your Estate" seminar
  - Reciprocal membership privileges to the American Horticultural Society Program: special admission privileges and discounts at nearly 300 gardens throughout North America and the Cayman Islands.
  - PLUS admission to the Children's Museum

The maximum value of the Tohono Chul prize is sixty-eight dollars (\$68.00 USD). Prize is non-transferable and cannot be redeemed for cash.

- Golf N' Stuff: One (1) Family-Four Pack to Golf N' Stuff located at 6503 E Tanque Verde Rd, Tucson, AZ 85715. The Family Pack consists of four (4) All Park Bands. Each band includes:
  - One (1) Round of Golf
  - Four (4) ride tickets
  - Twelve (12) tokens

The maximum value of the Golf N' Stuff prize is one hundred eighteen dollars (\$118.00 USD). Prize is non-transferable and cannot be redeemed for cash.

The total ARV of the ten (10) prize packages available ranges from six hundred eighty dollars (\$680.00 USD) up to one thousand one hundred eighty dollars (\$1,180.00 USD) depending on the prize packages chosen by the ten (10) potential winners. The ARV for each individual prize package is subject to change based on current market conditions at time of prize fulfillment.

All federal, state and local taxes, and all costs and expenses related to the acceptance and use of a prize not specified herein as being provided are the sole responsibility of the Entrant regardless of whether the prize is used in whole or in part. Entrants may be required to provide their Social Security Number or tax ID for tax reporting purposes if the Sponsor is required to file an IRS Form 1099 with the Internal Revenue Service for the fair market value of a prize awarded and accepted. The Sponsor shall have no responsibility or obligation to a prize winner or a potential winner who is unable or unavailable to, or who does not for any reason, accept or utilize the prize. In the event of non-compliance with these Official Rules, or if the prize is unclaimed, the prize will be forfeited. Any forfeited prize may be awarded to an alternate winner, at Sponsor's sole discretion.

**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. No credit or cash will be given for an unused portion of any voucher or prize package, nor will any prize be replaced if lost or stolen. 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. Winners and their parents, guardians, and guests must comply with all venue and event rules and regulations, including execution of all required releases (if applicable). Failure to do so may result in forfeiture of such portion(s) of prize.

All prizes may be subject to additional restrictions and requirements as set forth in their respective agreement from issuer, including but not limited to, additional capacity controls, availability, approval, and other restrictions all of which are subject to change at Sponsor's or issuer's sole discretion. All incidentals not mentioned within the prize details, including, without limitation, food, service charges or facility charges, gratuities, taxes or other expenses, including transportation, are the sole responsibility of the winner.

Prizes will be shipped to the physical address and email address provided by Entrant within fourteen (14) 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's respective guardian or parent. Sponsor assumes no liability for non-deliverability. In all cases, the prize will be sent to the winner within sixty (60) days of the draw date subject to compliance with these Official Rules.

Any depiction of prize, in Promotion 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 Entrant. Any required tax reporting forms will be furnished to the appropriate authorities. In the event that the Promotion 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.

**7. GENERAL CONDITIONS OF PARTICIPATION.** By participating in the Promotion, you agree to abide by and be bound by these Official Rules. A prize will only be awarded to your youth if you and your youth fully comply 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.

As a condition of participating in the Promotion, 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 Promotion, the exercise by Sponsor or its designees of any of the rights granted by you in these Official Rules and your participation in the Promotion, including acceptance, possession, use, misuse or nonuse of the prize.

Sponsor reserves the right to modify, suspend or terminate the Promotion for any reason, including, without limitation, suspected or actual evidence of tampering with any portion of the Promotion, 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 Promotion. In the event that the Promotion 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 Promotion any Entrant or their youth 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 Promotion.

ANY ATTEMPT BY AN ENTRANT OR THEIR YOUTH TO UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION 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.

**8. 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 Promotion, including, without limitation, errors which may occur in connection with the administration of the Promotion, the submission of entries, notification or correspondence, the processing of entries, the announcement of the prizes or in any Promotion related materials; (ii) technical failures of any kinds; (iii) failures of any of the equipment or programming associated with or utilized in the Promotion; (iv) unauthorized human and/or mechanical intervention in any part of the entry process or the Promotion; (v) technical or human error that may occur in the administration of the Promotion; 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 Promotion 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 Promotion, entrant's sole remedy is to enter again into the Promotion. Sponsor may rescind any Promotion entry found to contain such errors or failures without liability at its sole discretion.

As a condition of participating in the Promotion, you agree that as to Sponsor and the Released Parties (i) under no circumstances will you or your youth 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 Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and (iii) any and all claims, judgments, 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.

- **9. DISPUTE.** Except where prohibited, you agree that: (i) any and all disputes, claims and causes of action arising out of or connected with this Promotion 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 Promotion, but in no event attorneys' fees; and (iii) under no circumstances will you or your youth be permitted to obtain awards for, and you hereby waive 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.
- 10. 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.
- 11. PUBLICITY RELEASE AND PHOTO ENTRY LICENSE. By an Entrant's and/or Entrant's youth's acceptance of a prize, and in addition to any other grants which may be granted in any other agreement entered into between Sponsor and the winner, the Entrant grants Sponsor and each of its respective successors, assigns and licensees, the right to use the winning youth'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 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, Promotion or other promotion without additional compensation, review or approval rights, notification or permission, and the Entrant hereby releases the Sponsor from any liability with respect thereto.

By accepting a prize, an Entrant 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 the Entrant's youth's photo 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 the Entrant resides. Nothing contained herein obligates Sponsor to exercise any of the rights, licenses or privileges granted by this license.

IN ACCEPTING A PRIZE, AN ENTRANT FURTHER ACKNOWLEDGE THAT THE ENTRANT AND THE ENTRANT'S YOUTH'S PERSONAL IDENTIFYING INFORMATION MAY BE DISCLOSED TO THIRD PARTIES INCLUDING, WITHOUT LIMITATION, PLACING THE YOUTH'S NAME ON A WINNERS' LIST.

- **12. ODDS OF WINNING.** Odds of winning a prize package depend on the number of eligible entries received during the Promotion Period.
- 13. SPONSOR. The Sponsor is Hughes Federal Credit Union, P.O. Box 11900, Tucson, AZ 85734.
- **14. LIST OF OFFICIAL RULES OR WINNERS' LIST.** For a copy of these Official Rules or for a list of Promotion winners, mail a postage pre-paid, hand-printed self-addressed stamped envelope to: Hughes Federal Credit Union, Attn: Marketing Department/2023 Youth Month Promotion, P.O. Box 11900, Tucson, AZ 85734. Only one request for Official Rules or Promotion winners' list per envelope mailed. All requests must be received by December 31, 2023.

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