



## THE 2025 BREAK UP WITH YOUR BANK SOCIAL MEDIA 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 2025 Break Up With Your Bank Social Media 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, Giveaway materials, and information contained on Sponsor’s Facebook page, or Instagram page. The Giveaway is subject to applicable federal, state, 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. FACEBOOK®, INSTAGRAM® AND FLORES CONCEPTS DISCLAIMERS.** You agree and acknowledge, as a condition of participating in the Giveaway, that Facebook Inc., Instagram, LLC, and Flores Concepts and their owners, directors, officers, employees, contractors, agents, representatives, parents, subsidiaries, attorneys, insurers, and associated corporations and entities (collectively, the “Facebook/Instagram”) 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 Facebook/Instagram or Flores Concepts. You also agree that as a condition of participating in the Giveaway, you shall release Facebook/Instagram and Flores Concepts 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.

**2. PROMOTIONAL PERIOD.** The Giveaway begins at 10:00:00 a.m. Mountain Standard Time (“MST”) on Monday, February 10, 2025, and ends at 11:59:59 p.m. MST on Thursday, February 13, 2025 (the “Promotional Period”). Mountain Standard Time in Arizona shall control for all purposes of the Giveaway. Sponsor’s computer shall be the official clock of the Giveaway.

Promotional Period	Start Date	End Date
	02/10/2025 10:00:00 am	02/13/2025 11:59:59 pm

**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); and (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 (3) months a year); (iv) individuals who have won a prize from Hughes Federal Credit Union in the past six (6) months over \$100.00 USD.

**4. HOW TO ENTER.** No purchase necessary. During the Promotional Period, eligible individuals can enter the Giveaway via one (1) of two (2) ways:

- i. *Facebook and Instagram* –Engaging with the specific promotional posts for each Entry Period (each post will have different directions on how to enter) on the Hughes Facebook and Instagram page.
- ii. *Alternate Method of Entry* – Submit an alternate entry using the online form provided at <https://www.hughesfcu.org/blog/detail/why-it-s-time-to-break-up-with-your-bank-this-valentine-s-day>. All entries must be received within the Promotional Period. The entry must fulfill all promotional requirements, as specified on

the form, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Sponsor.

An entry must be received no later than 11:59:59 pm MST on the end date the Promotional Period to be eligible for entry into the Drawing. Only entries received during the Promotional Period will be accepted and entered into the Drawing.

Using an automated system to participate in the Giveaway or attempting to subvert the Giveaway entry process is prohibited and may result in disqualification. Use of multiple Facebook or Instagram accounts to submit multiple entries is prohibited. In the event of a dispute as to any submission, the authorized account holder of the email address registered with the Facebook or Instagram account used to submit the entry will be deemed to be the entrant. The "authorized account holder" is the natural person assigned the email address by the Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. Sponsor reserves the right to require entrants to show proof of being the authorized account holder.

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 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. CONTENT RESTRICTIONS.** To be eligible for consideration in the Giveaway, your entry may NOT contain, as determined by Sponsor at its sole discretion:

- Any content that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that may constitute copyright or trademark infringement;
- Any content that is obscene, indecent, hateful, defamatory, discriminatory or that Sponsor otherwise deems, at its sole discretion, offensive or inappropriate, including, without limitation, violence, nudity, pornography or profanity;
- Any content that promotes the use of alcohol, illegal drugs or tobacco;
- Any content that defames, misrepresents or contains disparaging remarks, including but not limited to, words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group, about Sponsor, other people or other companies;
- Any content that threatens any person, place, business, group or nation;
- Any content depicting a harmful or dangerous act;
- Any content that is the result of activity that disturbs the peace or creates unsafe or hazardous conditions;
- Any content that communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate; and/or
- Any content that in any other way violates applicable laws, standards or regulations.

Sponsor reserves the right to review entries for compliance with these Official Rules but such review does not relieve you from responsibility to comply with these Official Rules. Entries that do not comply with these Official Rules or that otherwise contain prohibited or inappropriate content, as determined by Sponsor at its sole discretion, may be deemed void. Sponsor retains the right to determine which entries constitute eligible entries and to refuse any entry for any reason at any time at its sole discretion. All decisions of Sponsor are final, and Sponsor shall not be required to notify you if your entry is deemed void.

By submitting an entry, you represent and warrant that you are the owner of all right, title and interest in and to the copyrights in the entry and have full right and authority to grant the rights set forth herein in all media throughout the universe, and that no other person's permission is required. You agree to indemnify and hold harmless Sponsor for any demand, loss, claim or judgment against Sponsor arising from or relating to use of the entry.

**6. PRIZE SELECTION AND PROCEDURES.** Prize winners in the Giveaway will be selected as follows:

- Two (2) total Drawing winners will be selected by random draw for the Promotional Period. The Drawing will occur on the first business day following the conclusion of the Promotional Period.

Potential winners do not need to be present to win a prize. The Drawings will be conducted by Sponsor personnel. Potential winners will be announced on Sponsor's Facebook and Instagram page. Sponsor will also attempt to contact winners via social media (Facebook

or Instagram) within seven (7) 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. Non-winning entries will not be rolled over into subsequent Drawings.

In order to claim the prize, a potential 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 fourteen (14) business days after notification or the prize will be forfeited. In the event of noncompliance, or if the potential winner cannot be reached via social media or the email address 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 draw. All decisions of Sponsor are final.

**7. PRIZE.** Subject to verification of eligibility and compliance with these Official Rules, each Drawing winner will be awarded the following prize:

- One (1) \$250 El Charro Cafe Gift Card, with an ARV of (\$250.00 USD)
- One (1) \$250 Visa Gift Card, with an ARV of (\$250.00 USD)

The total ARV of all prizes awarded is one thousand dollars (\$1,000.00 USD). The ARV is subject to change based on current market conditions at time of prize fulfillment. Any difference between the ARV and the actual value, if any, will not be awarded.

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 winner regardless of whether the prize is used in whole or in part. Winners 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.

**8. GENERAL PRIZE RESTRICTIONS.** No more than the stated number of prizes will be awarded. Limit one (1) prize per entrant per Promotional Period Drawing. Each prize is subject to the terms and conditions of the issuer. No credit or cash will be given for unused portion of any gift card 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.

Prizes will be available for pick up at any Hughes Federal Credit Union branch or will be sent to the postal or email address provided by entrant within thirty (30) 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 sixty (60) 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.**

**9. 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.

As a condition of participating in the Giveaway, you also agree to release, indemnify and hold harmless Sponsor and its respective affiliates, Flores Concepts, Facebook/Instagram, 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.

**10. 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, 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.

**11. 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.

**12. 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.

**13. 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 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.

**14. ODDS OF WINNING.** Odds of winning a Drawing prize depends on the number of eligible entries received for the Promotional Period of the Giveaway.

**15. SPONSOR.** The Sponsor is Hughes Federal Credit Union, P.O. Box 11900, Tucson, AZ 85734.

**16. 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/Break Up With Your Bank Social, 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, 2025.

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