



## PremierOne CU Visa® Credit Card Sweepstakes- August 2018

### OFFICIAL RULES

**NO PURCHASE NECESSARY IN ORDER TO ENTER. EACH ENTRY WILL HAVE AN EQUAL CHANCE OF WINNING.**

**Consumer Disclosure:** Odds of winning are based upon the total number of submissions received. The odds of winning the gift certificate are estimated to be 1 in 150,000 estimated entries. PremierOne Credit Union is the owner of the sweepstakes.

**Sponsor:** PremierOne Credit Union is the sponsor of the prize. The Credit Union's business address is 6640 Via Del Oro, San Jose, CA, 95119.

**Entry period:** The entry period begins August 1 at and ends October 31, 2018.

**Eligibility:** Credit Union employees, officials, committee members, and members of their immediate families are not eligible to participate. To qualify for the prize, all entrants must be lawful, permanent residents of the United States, at least eighteen (18) years of age, and members of PremierOne Credit Union. Entrants accept and agree to be bound by these Official Rules and the decisions of the Credit Union. Void where prohibited by law.

If there is an additional card holder and/or authorized user in your Visa account their transactions will be counted for the sweepstakes. If you have joint account and/or co-borrower on your visa account, the winner selected will be the Primary owner.

**Entries:** During the established period, members that make purchases with their PremierOne Visa credit card will be entered automatically into a sweepstakes to win a vacation valued in \$2K. Every and only purchase transactions will count as an entry.

Other qualifying persons may obtain one (1) entry by legibly printing their name, address (including zip code), day and night telephone numbers (including area code), member number and email address on a 3" x 5" piece of paper/card and sending it in a #10 business envelope to "PremierOne CU Visa Credit Card Sweepstakes", PremierOne Credit Union, 6640 Via Del Oro, San Jose, CA 95119". Limit one entry per envelope. If entry is drawn and the winner is unable to be determined due to illegible writing, that entry form will be disqualified. No copies, mechanical reproductions or metered mail accepted. Mail-in entries must be received one (1) day prior to the drawing date (see "Prizes"). 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.

PremierOne Credit Union holds no responsibility for entries lost or not received. Acceptance of these terms and conditions is a condition of entry. Any personal data supplied to the Sponsor in connection with the competition will only be used for the purpose of this competition and as otherwise provided for in these official rules.

**Prizes: On November 15, 2018,** 1 (one) winner will be selected to receive a gift certificate from all eligible entries.

**Prize Drawing:** The winners will be selected by random drawing. The winner need not be present and will be notified first by email, second by phone call and third by letter. Winner's name will be posted on the Website Promotions page, and congratulated by name on social media channels. If a winner does not contact the Credit Union via the designated response within **five (5)** business days from the first notification attempt, then such person will be disqualified and an alternate winner selected.

**Privacy:** All entrants acknowledge that if they are chosen as a winner, certain of their personally identifying information may be disclosed to third parties at least as required by law, including, without limitation, on a winner's list. More information on the Credit Union's privacy policy can be found at [www.premieronecu.org/Privacy.aspx](http://www.premieronecu.org/Privacy.aspx).

**Release:** By receipt of any prize, winners agree to release and hold harmless Sponsor and its respective company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize.

**Taxes:** It is Entrant's sole obligation to report all compensation received from Sponsor for services.

**Publicity:** Except where prohibited, participation in the Contest constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration. An Entrant shall, and hereby does, assign and transfer to Sponsor all worldwide rights, title and interests in and to the content created for the contest, including without limitation, all rights in copyright, all rights in privacy, publicity, performance and celebrity in connection with the contest (including, without limitation, all rights to use Entrant's name, image, biography, personal story, and likeness in connection with the content created for the contest), and the full, worldwide, perpetual and irrevocable right to exercise all such rights for any purpose, and in all media and by any manner and means now known or hereafter invented (collectively "Rights"). Entrant agrees that this assignment also includes all future derivatives, modifications or adaptations of the content created for the contest (collectively, "Derivatives"). Entrant has participated in the contest and created the Rights on special order for Sponsor, and the content and Rights are "work made for hire".

**General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Contest or receipt or use or misuse of any prize. No more than the stated prize will be awarded. PremierOne Credit Union reserves the right to substitute prize for one of equal value should the gift certificate be unavailable.

**Disputes:** Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the state and Federal courts located in San Jose, 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 Contest, 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, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Contest, 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 (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California. Entrant further waives all rights to have damages multiplied or increased.

**Winner List:** Please visit [www.premieronecu.org/Promotions.aspx](http://www.premieronecu.org/Promotions.aspx) for more details. The winner will be posted after winner confirmation is complete.