## VIRGINIA CREDIT UNION, INC.

## 2019 VACU Financial Checkup Giveaway

## OFFICIAL RULES NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS DRAWING.

- 1. SPONSORSHIP: Virginia Credit Union, Inc. (VACU), a state-chartered credit union with a principal office located at 7500 Boulders View Drive, Richmond, VA 23225, is sponsoring the VACU Financial Checkup Giveaway ("Drawing").
- 2. ELIGIBILITY: To enter the Drawing, you must be a lawful permanent resident of the United States, 18 years or older. You must also be a member of Virginia Credit Union in good standing. The Drawing is valid only in the United States, and is void in Puerto Rico, U.S. territories and possessions outside of the United States, and where restricted or prohibited by law. Employees and Official Family of Virginia Credit Union, and its affiliates, their immediate families (spouse, parents, children and siblings) and individuals living in the households of such persons are ineligible to participate in the Drawing.
- 3. HOW TO ENTER: The Drawing Period begins at 04/01/19 at 12:00:00 a.m. Eastern Time (ET) and ends on 04/30/19 at 11:59:59 p.m. ET. To enter during the designated Drawing Period, participants will be automatically entered when they participate in a financial check online. Alternatively, individuals can enter the Drawing by mailing a 3x5 postcard to, VACU Financial Checkup Giveaway, P.O. Box 90010, Richmond, VA 23225-9010, requesting to be entered into the Drawing. The postcard must contain the name, address and contact information of the person requesting to participate in the Drawing. Mailed entries must be postmarked by 04/30/19 and received at VACU by 05:00:00 p.m. ET on 05/06/19 to be eligible for the Drawing.
- 4. DRAWING: Potential winners will be drawn randomly by a VACU representative from all eligible entries received in such Drawing. Drawing will be held at Virginia Credit Union at 8:00:00 a.m. ET on 05/07/19. Participants can only be entered once. Odds of winning any prize depends on the number of eligible entries received during the Drawing Period. The potential winner will be notified by phone or mail. If a potential winner cannot be reached within seven (7) days from the first notification attempt, then such person shall be disqualified and an alternate winner will be selected.
- 5. PRIZES: Five prizes of \$100.00 will be awarded in the form of a deposit to a VACU account. No substitutions or cash equivalent of non-cash prize is permitted. Prize is non-transferable and non-assignable.
- 6. PRIZE CONDITIONS: In the event a VACU representative determines, in its sole discretion based on his/her interpretation of these Official Rules, that an Entrant is found to be ineligible or if he/she does not comply with these Official Rules, then the potential winner will be disqualified and an alternate winner will be selected through a random Drawing from the remaining entries. If the prize or prize notification is returned as undeliverable, this will result in disqualification, and an alternate winner will be selected. All federal, state or other tax liabilities (including income taxes) arising from this Drawing will be the sole responsibility of the winner. Winners may be required by VACU to complete applicable U.S. tax withholding-related documentation.
- 7. CONSENT TO PUBLICITY: Except where prohibited by law, the winner's entry and acceptance of the prize constitutes permission for VACU to use said winner's name, likeness, city and state and acknowledge if they are a VACU member, in all forms of media, in perpetuity, without further compensation. Further, the winners may be required to complete and sign a Release & Affidavit of Eligibility in order to claim the prize. If applicable, winners must return the signed Release & Affidavit of Eligibility to the address provided within fourteen (14) days after their prize notification or their prize will be forfeited and awarded to an alternate winner.
- 8. PRIVACY: Entrants agree that personal data entered during the registration, including name, account number (if any) mailing address, phone number, and email address may be processed, stored, shared and otherwise used for the purposes and within the context of the Drawing or for follow up with them after a Drawing event. Entrants also understand this data may be used by VACU in order to verify an Entrant's identity, postal address and telephone number if an entry qualifies for a prize. If an Entrant does not provide the data required at entry, that Entrant's entry will be ineligible.
- 9. DRAWING CONDITIONS: This Drawing is subject to all applicable federal, state and local laws. By participating, Entrants and their participating entities agree to be bound by these Official Rules and the decisions of VACU and waive any right to claim ambiguity in the Drawings or these Official Rules. VACU is not responsible for lost, late, misdirected, undeliverable or incomplete entries, whether due to system errors or failures, faulty transmissions or other telecommunications malfunctions, entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, faulty transmissions, technical malfunctions, or otherwise. VACU may prohibit an Entrant from participating in the Drawing or winning a prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Drawing by cheating, hacking, deception, or other practices or intending to annoy, abuse, threaten or harass any other Entrants or VACU entities. If for any reason the Drawing is not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering,

unauthorized intervention, fraud or any other causes beyond the reasonable control of VACU which corrupt or affect the administration, security, fairness, integrity or proper conduct of the promotion, then VACU reserves the right at its sole discretion to cancel, terminate, modify or suspend the Drawing and randomly draw from those entries received up to the cancellation/suspension date. All entries other than winning entries will be destroyed thirty days after winning entries are determined.

- 10. RULES AMENDMENT AND INTERPRETATION. The Drawing and its continuing terms and conditions, benefits and participation are offered to Entrants at the sole discretion of VACU and its affiliated companies. VACU reserves the right to amend or interpret the Rules or official Drawing communications and any element or elements arising under or relating to the Drawing at any time, upon published notice to Entrants on the VACU Website ("Site"). And Entrant shall be deemed to have notice of any such amendments or interpretations upon publication of the same on the Site and shall be deemed to have accepted such amendments or interpretations by virtue of an Entrant's continuing participation in the Drawing. Should an Entrant not wish to continue to participate in the Drawing pursuant to the then current Rules, as amended or interpreted, an Entrant may terminate participation in the Drawing by notice to VACU by writing to VACU: VACU Financial Checkup Giveaway P.O. Box 90010, Richmond, VA 23225-9010.
- 11. NO LIABILITY: By entering, winner agrees to comply with all Official Rules as stated and agrees to terms and conditions of participation stated in Paragraph 14.
- 12. WINNER'S LIST: To receive a list of the prize winners' names, send a self-addressed, stamped business-size (#10) envelope to: VACU Financial Checkup Giveaway, P.O. Box 90010, Richmond, VA 23225-9010.
- 13. CHOICE OF LAW: This Drawing and these Official Rules shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without regard to any choice of law or conflict of law rules. Any dispute arising out of the Drawing or these Official Rules shall be brought and heard in the federal or state courts located in the City of Richmond, Virginia.
- 14. NO WARRANTY. VACU, ITS SUBSIDIARIES, AFFILIATED COMPANIES AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OR CONDITIONS OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES SHALL RELEASED PARTIES BE HELD RESPONSIBLE OR LIABLE FOR AN ENTRANT'S USE OF THE INFORMATION AND/OR PRODUCTS PROVIDED AND/OR MADE AVAILABLE THROUGH THE DRAWING OR FOR ERRORS OR ANOMALIES RESULTING IN THE UNINTENDED OR ERRONEOUS PARTICIPATION, AWARD OF DRAWING PRIZES OR OTHER BENEFITS UNDER THE CONTEST TO ENTRANTS. RELEASED PARTIES OFFER NO ASSURANCES, GUARANTEES OR WARRANTIES OR CONDITIONS THAT THE DRAWING OR DRAWING WEBSITES WILL BE UNINTERRUPTED OR ERROR-FREE AND DOES NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE DRAWING. RELEASED PARTIES ASSUME NO RESPONSIBILITY FOR ANY COMPUTER-RELATED DAMAGES DUE TO DOWNLOADING MATERIALS, RELEASED PARTIES WILL NOT BE LIABLE. AND ARE NOT RESPONSIBLE. FOR DAMAGES OF ANY KIND RELATED TO AN ENTRANT'S PARTICIPATION OR INABILITY TO PARTICIPATE IN THE DRAWING, WHETHER THE DAMAGES ARE DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL. FURTHER, BY PARTICIPATING IN THE DRAWING AND/OR ACCEPTING A DRAWING PRIZE, AN ENTRANT AGREES THAT RELEASED PARTIES SHALL NOT BE LIABLE FOR, AND WILL BE HELD HARMLESS BY ENTRANT AGAINST, ANY LIABILITY FOR ANY DAMAGE, INJURY OR LOSS TO PERSON (INCLUDING DEATH) OR PROPERTY DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO ACCEPTANCE, POSSESSION, USE OR MISUSE OF A DRAWING PRIZE, PARTICIPATION IN ANY CONTEST PRIZE-RELATED ACTIVITY, RELEASED PARTIES' USE OF ANY TENDERED ENTRY OR PARTICIPATION IN THIS CONTEST. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES: THEREFORE THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.
- 15. These rules, terms and conditions specified here comprise the Drawing's Official Rules and, together with the Drawing's Website's Terms of Use, if any, and official Drawing communications or publications by VACU, shall govern and apply to all participation and activity arising out of and relating to the Drawing. These Rules cannot be modified or superseded orally or in writing except by an authorized action by VACU in its reasonable discretion.