YOUTH ACCOUNT \$1,000 SWEEPSTAKES

COMPLETE SWEEPSTAKES RULES

Total Community Credit Union's Youth Account \$1,000 Sweepstakes (the "Sweepstakes") is a prize-linked savings promotion raffle offered by Total Community Credit Union ("TCCU"), whereby a participants may win \$1,000 by making a deposit of at least \$5.00 into their Total Community Credit Union savings account during the Sweepstakes Period. The following Official Rules ("Official Rules") apply to all participants ("Sweepstakes Participants").

- 1. **Eligibility.** The Sweepstakes is open to members of TCCU who are under 18 years of age. Employees and Directors of TCCU and their immediate family members are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws. The Sweepstakes is void where prohibited.
- 2. **Sweepstakes Period:** The Sweepstakes Period will begin at 9:00 a.m. on April 1, 2024 (Eastern Standard Time as observed in Taylor, Michigan), and will continue until 5:00 p.m. on September 30, 2024 ("Sweepstakes Period").
- 3. How To Enter: During the Sweepstakes Period, Sweepstakes Participants must make a deposit of at least \$5.00 into their eligible TCCU savings account. An eligible TCCU savings account is a joint account held by the minor Sweepstakes Participant and a parent, legal guardian or adult relative of the minor Sweepstakes Participant. Each deposit (subject to the limit described below) will result in the Sweepstakes Participant earning an automatic entry into the Sweepstakes. A Sweepstakes Participant may enter the Sweepstakes only once per day during the Sweepstakes Period. Additional and/or subsequent deposits beyond this limit will not earn a Sweepstakes Participant any additional entries into the Sweepstakes. All entries are subject to verification.
- 4. Determination of Prize Recipient: Following the end of the Sweepstakes Period, one (1) Prize Recipient will be selected in a random drawing from among all eligible entries received during the Sweepstakes Period. The random drawing will be conducted by TCCU on October 30, 2024, at the branch location at 25155 Goddard Road in Taylor, Michigan. The Prize Recipient will be notified by telephone and/or email. The inability of TCCU to contact a Prize Recipient within a reasonable time period, or the return of a Prize notification as undeliverable, will result in disqualification and, at TCCU's discretion, the Prize may be awarded to an alternate winner. If any Sweepstakes Participant's account is not in good standing at the time of the drawing, the Sweepstakes Participant will be ineligible to receive the Prize. TCCU's decisions are final and binding on all matters relating to the Sweepstakes.

- 5. **Prize:** Except as otherwise set forth in these Official Rules, the Credit Union will award the Prize Recipient the sum of \$1,000. The Prize will be deposited into the Prize Recipient's TCCU savings account. Prize Recipient's account must be in good standing at the time of the drawing in order to be eligible to receive the Prize. If the Prize Recipient's account is not in good standing, the Prize will be forfeited and an alternate Prize Recipient will be selected by random drawing from all remaining eligible entries.
 - 6. **Odds.** The actual odds of winning a Prize depend upon the total number of eligible entries received during the Sweepstakes Period.
 - 7. **Use of Data:** All information submitted will be treated according to TCCU's Privacy Policy, available at https://www.tccu.us/privacy. By participating in the Sweepstakes and providing contact information, Sweepstakes Participants hereby agree to TCCU's collection and usage of their personal information and acknowledge that they have agreed to be bound by TCCU's Privacy Policy.
 - 8. **Conditions of Participation**: TCCU makes no representations or warranties of any kind with respect to the Sweepstakes. Any warranty, express or implied, is hereby excluded and disclaimed.

TCCU is not responsible for lost, late, illegible, misdirected, inaccurate, incomplete, undelivered, damaged, delayed, garbled, postage-due, or stolen mail, entries, and transactions; for transactions that are lost, misdirected, or fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly; or for any other errors or problems of any kind, whether typographical, printing, mechanical, human, electronic, or otherwise, relating to or in connection with the Sweepstakes, including, without limitation, any error or problem that may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of Prizes, or in any Sweepstakes-related materials.

Entries that have been tampered with or altered are void. TCCU reserves the right, in its sole discretion, to cancel or suspend part or all of the Sweepstakes at any time without notice and for any reason including, if in TCCU's opinion there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness, or integrity and proper play of the Sweepstakes. In the event of cancellation, TCCU may void any entries it suspects are at issue and, at its

discretion, if terminated, award Prizes in a random drawing from among all non-suspect, eligible entries received up to the date of cancellation.

Caution: Any attempt by any Sweepstakes Participant or any other individual to damage or undermine the legitimate operation of the Sweepstakes may be in violation of criminal and civil laws and, should such an attempt be made, TCCU reserves the right to seek any and all remedies available from any such person to the fullest extent permitted by law, including criminal prosecution. TCCU's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. TCCU reserves the right to disqualify Sweepstakes Participants who violate these Official Rules or interfere with the Sweepstakes in any manner. If a Sweepstakes Participant is disqualified, TCCU reserves the right to terminate that person's eligibility to participate in the Sweepstakes.

- 9. **Disputes:** Except where prohibited by law, all issues/questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the Sweepstakes Participants, Prize Recipients, the Indemnified Parties, and TCCU in connection with the Sweepstakes, shall be governed by, and construed in accordance with the laws of the State of Michigan and applicable Federal law. Any dispute arising between TCCU and any Sweepstakes Participant and/or Prize Recipient and/or any dispute concerning TCCU's administration of the Sweepstakes shall likewise be governed by, and construed in accordance with, the substantive laws of the state of Michigan and applicable Federal law. The Sweepstakes is void where and to the extent prohibited by law.
- 10. Arbitration: Except where prohibited by law, as a condition of participating in Sweepstakes, Sweepstakes Participants agree that (1) any and all disputes and causes of action arising out of or connected with the Sweepstakes, or any Prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest Sweepstakes Participant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will Sweepstakes Participants be permitted to obtain awards for, and Sweepstake Participants hereby waive all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Sweepstakes Participant's actual out-of-pocket expenses (i.e., costs associated with participating in the Sweepstakes), and Sweepstakes Participants further waive all rights to have damages multiplied or increased.
- **11.Taxes:** All Prize Recipients are solely responsible for all applicable federal, state and local taxes and any expenses associated with the Prizes.

- 12. Release and Indemnification: By participating in the Sweepstakes, each Sweepstakes Participant and each Prize Recipient releases and discharges the Credit Union and its officers, directors, employees, shareholders, members and representatives, and agents ("Indemnified Parties") harmless from any and all liability whatsoever in connection with the Sweepstakes, including without limitation, legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light (collectively "Claims"). Except where prohibited by law, acceptance of a Prize constitutes a release by the Prize Recipient of the Indemnified Parties of any and all Claims in connection with the administration for the Sweepstakes and the use, misuse or possession of any Prize. This limitation of liability is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect, or consequential damages; loss of data, income or profit; loss of damage to property; and claims of third parties.
- 13. Limitation of Liability: IN NO EVENT WILL TCCU AND/OR THE INDEMNIFIED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THE SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE.
- 14. Miscellaneous: TCCU reserves the right to amend these Official Rules or discontinue, modify, revise or amend the Sweepstakes at any time. TCCU disclaims any responsibility to notify Sweepstakes Participants and/or Prize Recipients of any aspect related to the conduct of the Sweepstakes. Written copies of these Official Rules are available during normal business hours at any Credit Union branch location and on TCCU's website at www.tccu.us.
- 15. **Sponsor and Administrator:** The Sweepstakes is sponsored and administrated by Total Community Credit Union, 25155 Goddard Road, Taylor MI 48180.