

The 2021-2022 New Member Gift Card Giveaway

Sponsored by AFFCU ("Sponsor")

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT IMPROVE YOUR CHANCES OF WINNING.

AFFCU ("Sponsor") is pleased to introduce the 2021-2022 New Member Gift Card Giveaway (the "Giveaway"). As a condition of participating in the Giveaway, you agree to be bound by these Official Rules and the decisions of Sponsor. 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 stipulated in these Rules.

The merchants featured are not sponsors of the Giveaway nor do they endorse or administer the Giveaway, nor are they in any way associated with the Giveaway.

PROMOTIONAL PERIOD

The Giveaway begins at 9:00 a.m. CDT on Friday, October 22, 2021, and ends at 11:59 p.m. CDT on Sunday, January 9, 2022 (the "Promotional Period").

ELIGIBILITY

In order to be eligible to participate in the Giveaway, you must be at least eighteen (18) years of age or older and 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).

Persons in any of the following categories are NOT eligible to participate or win a prize in the Giveaway: Employees, Board members, or Supervisory Committee members of Sponsor; 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 months a year); Individuals who have won a prize from AFFCU in the past six (6) months over \$100.

HOW TO ENTER

No purchase necessary. During the Promotional Period, you can enter the Giveaway by:

- **Opening a new AFFCU Membership AND a new AFFCU Value or Rewards Checking Account.**
- **Opening a new AFFCU Membership AND a new AFFCU Vehicle Loan or Refinance.**
- **Opening a new AFFCU Membership AND a new AFFCU Home Mortgage or Refinance.**
- **Alternate Method of Entry** – Mail a postcard hand-printed with your name, address, email, and phone number to: AFFCU, Attn: Marketing Dept / 2021-2022 Gift Card Giveaway, 1560 Cable Ranch Rd #200, San Antonio, TX 78245. You must also indicate which drawing you are entering (Checking, Auto Loan, or Home Loan)

Limit one (1) entry per person for each Giveaway for each method of entry. Maximum number of entries per person is three (3) entries. All entries must be received no later than 11:59 pm CDT time by the end date of the Giveaway.

Sponsor reserves the right to review entries for compliance with these Official Rules. Entries that do not comply with these Official Rules 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.

PRIZES

A \$250 Gift Card will be awarded to the winner in each category.

- **\$250 Target OR Amazon Gift Card** (new AFFCU Membership AND a new AFFCU Value or Rewards Checking Account)
- **\$250 Shell or Valero Gift Card** (new AFFCU Membership AND a new AFFCU Vehicle Loan or Refinance)
- **\$250 Home Depot OR Lowes Gift Card** (new AFFCU Membership AND a new AFFCU Home Mortgage or Refinance)

- The total value of all prizes awarded is seven hundred and fifty dollars (\$750 USD).

WINNER SELECTION

Winners will be selected by random drawing. 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 winners via phone and/or email 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. In the event of noncompliance, or if the potential winner cannot be reached via phone 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 drawing. All decisions of Sponsor are final.

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. 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 AFFCU branch or will be sent to the postal or 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. 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 canceled 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

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, 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 canceled 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 in to the Giveaway any entrant who engages in unsportsmanlike 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.

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.

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, 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.

10. **ODDS OF WINNING.** Odds of winning a prize depends on the number of eligible entries received
11. **SPONSOR.** The Sponsor is ***AFFCU, 1560 Cable Ranch Rd, Ste 200, San Antonio, TX 78245.***
12. **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: AFFCU, Attn: Marketing Department/New Member Gift Card Giveaway, ***1560 Cable Ranch Rd, Ste 200, San Antonio, TX 78245.*** Only one request for Official Rules or Giveaway winners' list per envelope mailed. All requests must be received by January 31, 2022.
This Giveaway is sponsored by AFFCU, 1560 Cable Ranch Rd, Ste 200, San Antonio, TX 78245