## MyPoint Credit Union "Card Usage" SWEEPSTAKES OFFICIAL RULES

## NO PURCHASE IS NECESSARY TO ENTER OR WIN. PURCHASING PRODUCTS OR SERVICES FROM MYPOINT CREDIT UNION WILL NOT IMPROVE YOUR CHANCES OF WINNING. EACH ENTRY HAS AN EQUAL CHANCE OF WINNING.

The "**Card Usage Sweepstakes**" (Sweepstakes) begins 12:00 AM Pacific Time (PT) on April 1, 2024, and ends 11:59 PM PT on April 30, 2024 (Sweepstakes Period). The winner selection period is: April 1, 2024, at 12:00 AM PT through 11:59 PM PT on April 7, 2024, April 8, 2024, at 12:00 AM PT through 11:59 PM PT on April 14, 2024, April 15, 2024, at 12:00 AM PT through 11:59 PM PT on April 21, 2024, at 12:00 AM PT through April 22, 2024, at 12:00 AM PT through April 30, 2024, at 11:59 PM PT. By entering this Sweepstakes, entrants accept and agree to be bound by these Official Rules. Sweepstakes void where prohibited by law. MyPoint Credit Union is the sponsor of this Sweepstakes (Sponsor).

**WHO MAY ENTER:** Entrants must be at least 18 years of age, have valid U.S. government-issued identification and valid tax identification number. Credit Union employees, officials, and members of their immediate families are not eligible to participate in the Sweepstakes. Business entities are not eligible to participate. Sweepstakes are void in Florida, New York, Puerto Rico, U.S. territories, and possessions outside of the United States, and where restricted or prohibited by law.

**HOW TO ENTER:** You will automatically receive one entry into the Card Usage Sweepstakes when you make a minimum of one purchase transaction with a MyPoint Credit Union Debit Card (as a Signature, Credit, or PIN-based purchase) between April 1, 2024 and April 30, 2024. Purchases must be processed by 11:59 PM PT, April 30, 2024, to qualify. There is no maximum number of transactions per this method of entry.

Alternative Method of Entry (AMOE): Mail a 3" x 5" card with your first name, last name, home branch, complete address, city, state, zip code, home phone number (including area code), and email address (if any) to "Card Usage Sweepstakes" c/o MyPoint Credit Union, Attn: Marketing Dept., 9420 Farnham St.., San Diego, CA 92123 to receive four entries into the sweepstakes. MyPoint Credit Union will not verify receipt of entries for entrants. All entries submitted become the sole property of MyPoint Credit Union and will not be returned. Sponsor is not responsible for lost, late, misdirected, illegible, or damaged AMOE entries. All postcard entries must be received by 11:59 PM PT, April 30, 2024, to qualify. Mail entries are eligible to win \$90.00, or double the amount of our average \$45.00 debit card transaction.

**Prize/Approximate Retail Value:** Up to four (4) prizes will be awarded valuing up to \$1,000 each based on the amount of the winning transaction with MyPoint Credit Union paying for double the value of one (1) transaction from the sweepstakes period with a maximum prize value of \$1,000 (Approximate Retail Value (ARV): up to \$1,000). One (1) winner will be chosen in a random drawing on or by April 8, 2024, April 15, 2024, April 22, 2024, and May 1, 2024, and contacted by phone and/or email. Odds of winning are based on the number of entries. Based upon MyPoint Credit Union's estimate of 200,000 entries, the odds of winning the prize is 1 chance in 200,000 each drawing period. If any potential transaction is ineligible, potential prize winner is found ineligible, or if he or she has not complied with these Official Rules, or declines the applicable prize for any reason prior to award, such potential prize winner will be disgualified and an alternate winner may be selected by random drawing. Prize is not transferrable.

**Liability/General Rules:** MyPoint Credit Union is not responsible for any loss that may occur in connection with the "Card Usage Sweepstakes." Entrants agree to hold MyPoint Credit Union harmless from any liability arising from participation in the Sweepstakes or the acceptance, receipt, possession, or misuse of the prize. MyPoint Credit Union and each of its officers, directors, employees, members, representatives, and agents are not responsible for any negligence, claims, liability, injury, property loss, or other damages of entrants and/or winners arising from, or in connection with, acceptance, receipt, possession, or use/misuse of prizes awarded or participation in the "Card Usage Sweepstakes." Prizes cannot be substituted, assigned or transferred by winners. MyPoint Credit Union reserves the right to

disqualify entrants who fail to follow these Official Rules or who make any misrepresentations relative to the Sweepstakes and redemption of prize.

Odds of winning are calculated based on the total number of eligible entries.

Sweepstakes Conditions: This Sweepstakes is subject to all applicable federal, state and local laws. By participating, entrants agree to be bound by these Official Rules and the decisions of the Sponsor and waive any right to claim ambiguity in the Sweepstakes or these Official Rules. Sponsor is not responsible for lost, late, misdirected, undeliverable, illegible, 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, technical malfunctions, or otherwise. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair practices or intending to annoy, abuse, threaten, or harass any other entrants or Sponsor. If, for any reason, this Sweepstakes is not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, tampering, unauthorized intervention, fraud, or any other causes beyond the reasonable control of the Sponsor which affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then the Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY 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, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW. INCLUDING CRIMINAL PROSECUTION.

**Publicity Authorization:** Each winner agrees to permit the Sponsor to utilize his/her name and likeness in promotional and other Credit Union materials, including social media communications, without additional compensation or permission, except where prohibited by law.

**Arbitration:** Except where prohibited by law, as a condition of participating in this Sweepstakes, entrant agrees that (1) any and all disputes and causes of action arising out of or connected with this 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 ("AAA") and shall be held at the AAA regional office nearest the 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 entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, or consequential damages, or any other damages, including attorney's fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with entering this Sweepstakes), and entrant further waivers all rights to have damages multiplied or increased.

Taxes: Winners are responsible for all tax consequences (if any) of the prize.

**Choice of Law:** All issues concerning the construction, validity interpretation, and enforceability of these Official Rules, or the rights and obligations of any entrant and MyPoint Credit Union in connection with the "Card Usage Sweepstakes," shall be governed by, and construed in accordance with, the substantive laws of the State of California, USA.

MYPOINT CREDIT UNION 3/2024