

## Abound Credit Union Credit Card Utilization Sweepstakes Official Rules

1. ELIGIBILITY: Abound Federal Credit Union DBA Abound Credit Union. This Sweepstakes is open to legal residents of the 50 United States and the District of Columbia. Must be 18 years or older at the time of entry. Void where prohibited. The Abound Credit Union Credit Card Utilization Sweepstakes begins on May 1, 2020 at 8:00 A.M Eastern Time (“ET”) and ends on October 31, 2020 at 5:00 P.M. ET. The following persons are NOT eligible to enter the Sweepstakes:

- A. employees of Abound Credit Union, its affiliates, subsidiaries, advertising/promotional agencies, board members, officers or employees;
- B. officers, employees or agents of any organizations directly involved with this Sweepstakes, including any co-sponsor of the Sweepstakes;
- C. immediate family members (spouse, parents, siblings, and children) and persons living in the same household as the persons identified in (A) or (B) above

2. TIMING: The Sweepstakes begins on Friday, May 1, 2020 at 8:00 A.M. ET and ends Wednesday, October 31, 2020 at 5:00 P.M. ET. All entries must be received by Wednesday, September 30, 2020 at 5:00 P.M. ET to be included in the Sweepstakes. Abound Credit Union’s computer will be the official timekeeping device for the Sweepstakes’ electronic entries.

3. HOW TO ENTER:

- A. Entry for these drawings automatically occurs when a member of Abound Credit Union uses their Abound Credit Union VISA Classic or VISA Platinum Credit card 15 or more times during each month of the Promotion Period stated in section (2) “Timing” of this document.
- B. Entries are good for the monthly drawing in which they occur. To receive an entry to the drawing each month a member needs to make 15+ transactions during that month.
  - i.e. 15 swipes in May for 1 entry to May’s drawing and 15 swipes in June for 1 entry in June’s drawing and so on and so forth.
  - Entries from the previous month’s drawing will not carry over into the new month’s drawing
- C. Alternate Entry Method- Complete the free entry form at the end of this document.

4. ODDS OF WINNING: The odds of winning will depend upon the actual number of entries Abound Credit Union receives to this Sweepstakes.

5. RANDOM DRAWING: On or about the end of each month in the promotional period a random drawing will be conducted from among all eligible entries received under dual control. There will be six (6) prize winners (“Winners”) drawn in total. The winners will be notified as outlined in Section 8 - “Claiming Prize” (below). Winners need not be present to win.

6. PRIZE: Five (5) winners will be randomly drawn as described in Section 5. Winners will pick up their prize at Abound Credit Union Main Branch at 3939 S Dixie Blvd. in Radcliff, KY. Abound CU reserves the right to exchange a prize for one of equivalent value at its discretion.

Each prize winner will be awarded the amount below along with an additional \$250 charitable donation to give to a charity of their choice from the following options: United Way of Central Kentucky, Feeding America, Big Brothers Big Sisters, USA Cares or Hospirus Health.

- A. 1 winner of \$250 in May
- B. 1 winner of \$250 in June
- C. 1 winner of \$250 in July
- D. 1 winner of \$250 in August
- E. 1 winner of \$250 in September
- F. 1 winner of \$250 in October

7. PRIZE RESTRICTIONS: Prize is not transferable. Federal, state and local taxes and any expenses relating to the acceptance and use of the prize are the responsibility of the winner and a Form 1099-MISC will be issued at 2020 year end if applicable to monetary value of prize won. Additional restrictions may apply. All federal, state and local laws and regulations apply. Abound Credit Union shall only be responsible for awarding the number of prizes as stated in these rules. Abound Credit Union expressly disclaims any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use of prizes awarded.

8. Claiming Prize: All properly claimed prizes will be awarded. Winners will be notified by phone on or about of end of each month listed above. If Winner does not pick up the prize during this period, the prize may be forfeit and an alternate winner selected. By accepting the prize, the winner consents to Abound Credit Union's use of his/her name, photograph and/or likeness, address, voice and statements made by or attributed to them, in perpetuity, in any and all media now known or hereafter developed (including, without limitation, print, broadcast and Internet), for all legitimate business purposes including advertising and promotional activities without additional compensation, unless prohibited by law. Should the winner make any false statement(s) in any media referenced above, he or she will be required to promptly return his/her prize to Abound Credit Union.

9. PRIVACY: By participating in the Sweepstakes, you hereby consent to Abound Credit Union's collection and usage of your personal information. Abound Credit Union's privacy policy is found at <https://www.aboundcu.com/AboundCU/media/Documents/Privacy-Policy.pdf>. Except where prohibited, participation in the Sweepstakes constitutes 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 in perpetuity.

10. LIMITATION OF LIABILITY: By participating in this Sweepstakes, entrants agree to release and hold harmless Abound Credit Union and all respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, prize suppliers, and the company's officers, directors, employees and agents (collectively, the "Released Parties") from any and all liability whatsoever for any injuries, losses or damages of any kind arising from or in connection with, either directly or indirectly,

- The awarding, acceptance, receipt, possession, use and/or misuse of any prize awarded herein; and/or
- Participation in the Sweepstakes or any prize-related activities, including but not limited to traveling to or from any prize related activity.
- Upon delivery of the Prize to the winner, Abound Credit Union will be deemed to have awarded the prize and the winner assumes full responsibility for the prize and use of the prize.

THIS LIMITATION OF LIABILITY APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSS OR DAMAGE TO PROPERTY, AND/OR CLAIMS OF THIRD PARTIES.

11. MISCELLANEOUS CONDITIONS: By participating, entrants agree: 1) to be bound by and comply with these Official Rules, and 2) that all decisions of the judges and of Abound Credit Union with regard to this Sweepstakes are final and binding in all respects. Winner must consent to their names being

published on a list of winners. This Sweepstakes is an independent sweepstakes. Should an unforeseen event occur that cannot be reasonably anticipated or controlled, and this unforeseen event affects the fairness and/or integrity of this Sweepstakes, Abound Credit Union reserves the right at its sole discretion to cancel, terminate, modify or suspend this Sweepstakes. This right is reserved whether the unforeseen event is due to human or technical error, acts of nature or any other factor beyond the Sponsor's reasonable control. If a solution cannot be found to restore the integrity of the Sweepstakes, Abound Credit Union reserves the right to select a winner from among all eligible entries received before the Sweepstakes is canceled, changed or suspended. Persons found tampering with or abusing any aspect of this Sweepstakes will be disqualified. Abound Credit Union reserves the right to correct any typographical, printing, computer programming or operator errors. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes 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.

12. DISPUTES: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court – Western District of Kentucky or the appropriate Court of the Commonwealth of Kentucky located in Hardin County, Kentucky; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, 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.

13. CHOICE OF LAW: 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 Sweepstakes, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Kentucky or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Kentucky.

14. SPONSORED BY: Abound Credit Union, PO Box 900 Radcliff, KY 40159

NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN. AN ENTRY MADE THROUGH A QUALIFYING LOAN WILL NOT INCREASE YOUR CHANCES OF WINNING OVER AN ALTERNATIVE ENTRY SUBMITTED BY MAIL OR PERSON. VOID WHERE PROHIBITED BY LAW.

-----  
Credit Card Utilization Alternate Entry Form

Please fill out this form completely and legibly to be eligible:

Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_ Phone: \_\_\_\_\_ Email \_\_\_\_\_

I consent to all Official Rules: Signature: \_\_\_\_\_