Love My Credit Union Campaign Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Love My Credit Union Campaign (the "Promotion") consists of a contest for Credit Unions operating in the fifty (50) United States (and District of Columbia) (the "Credit Union Contest") and a contest for Credit Union support organizations ("CU Support Organizations") operating in the fifty (50) United States (and District of Columbia) that are one of the following entities:

- **Credit Union Service Organizations** that are officially registered with the National Credit Union Administration;
- Corporate Credit Unions chartered by the National Credit Union Administration;
- Leagues state-level trade associations for credit unions;
- **CU Foundations** 501c3 organization that is affiliated with a credit union(s), credit union service organization(s) and/or league(s);
- CUNA Mutual Group;
- CO-Op Financial Services; and
- World Council of Credit Unions

(the "CU SUPPORT ORGANIZATIONS Contest"). Employees authorized to enter on behalf of a Credit Union or CU Support Organizations may submit an entry.

The Promotion also includes a sweepstakes (the "Sweepstakes") for individuals who are legal residents of the fifty (50) United States (and the District of Columbia) who are at least thirteen (13) years old at the time of entry.

Employees of CU Solutions Group, Michigan Credit Union League, Credit Union National Association, HelloWorld, Inc., and any of their respective related companies, parents, subsidiaries, affiliates, and agents and any agencies or other companies involved in the development or execution of the Promotion or production or distribution of Promotion materials, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. Sponsor: CU Solutions Group, 38695 W. 7 Mile Road, Suite 200, Livonia, MI 48152. **Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Binding Agreement to Official Rules: In order to enter the Promotion, an Entrant must agree to these Official Rules (the "Rules). All Entrants must read these Rules prior to participating in the Promotion to ensure that they understand and agree to the Rules. By participating in any way in the Promotion, the Entrant expressly agrees that said participation constitutes an agreement to be bound by these Rules. An Entrant may not participate in the Promotion, and will not be eligible to receive the prizes described in the Rules, unless the Entrant has agreed to these Rules. These Rules form a binding legal agreement between the Entrant and the Sponsor with respect to the Promotion. Whether an Entrant is eligible for and/or receives a prize is contingent upon Entrant abiding by these Rules and fulfilling any and all requirements set forth herein.

4. Timing:

The Contests for Credit Unions and CU Support Organizations begin on July 1, 2016 at 12:00 a.m. Eastern Time ("ET") and end on December 16, 2016 at 11:59 p.m. ET (the "Contest Period"). Each Contest includes a Submission Phase and a Voting Phase, as set forth in the table below.

Credit Union and CU Support Organizations Contest Phases	Start Date (at 12:00 a.m. ET)	End Date (at 11:59 p.m. ET)	Approximate Winner Notification Date
Submission	July 1, 2016	December 15, 2016	
Voting	October 1, 2016	December 16, 2016	December 19, 2016

The Credit Union Contest also includes two (2) monthly contests (each a "Monthly Contest Period"), as set forth in the table below.

Credit Union Monthly Contest Periods	Start Date (at 12:00 a.m. ET)	End Date (at 11:59 p.m. ET)	Approximate Winner Notification Date
October	October 1, 2016	October 31, 2016	November 3, 2016
November	November 1, 2016	November 30, 2016	December 5, 2016

The Sweepstakes (for individuals) begins on October 1, 2016 at 12:00 a.m. Eastern Time ("ET") and ends on December 16, 2016 at 11:59 p.m. ET (the "Sweepstakes Period"). The Sweepstakes Period coincides with the Contests' Voting Phases.

Sponsor's computer is the official time-keeping device for the Promotion.

5. How to Enter:

a. The Credit Union Contest or the CU Support Organizations Contest: During the Submission Phase, visit <u>www.LoveMyCUCampaign.org</u>, follow the links to the "Partner Center" and set up a "Partner Account." Log into the Partner Account and follow the links and instructions to upload a video (should be no more than ninety (90) seconds and produced in-house) that shows how your Credit Union or CU Support Organization is serving the community. Credit Unions and CU Support Organizations will also be required to complete the registration form including video title and description, identifying the charity they would direct a donation to (must be a 501(c)(3) charitable organization), and the charity's website (if available).

<u>For Credit Unions Only</u>: Based on the Credit Union's asset size, it will fall into one (1) of the following four (4) Credit Union categories:

Asset Size	Credit Union Category	
Less than \$100 million	1	
\$100 – \$249 million	2	
\$250 – \$499 million	3	
\$500 million or more	4	

Charitable Grants will be awarded each Monthly Contest Period to one (1) Credit Union of each asset size.

By completing the registration and submitting your video (herein your "Submission"), you agree that your video conforms to the Video Guidelines and Content Restrictions and that Sponsor, in its sole discretion, may remove your video and disqualify you from the Contest if it believes, in its sole discretion that your video fails to conform to the Guidelines and Restrictions.

Video Guidelines:

- The video must be in any of the following formats: AVI, .MOV, .MP4, Web M, or .WMV;
- The video must not exceed 150 MB in size; and

• The video must be in English

Content Restrictions:

- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not contain brand names or trademarks, except for Sponsor's trademark for which entrant has a limited license to use for the sole purposes of creating and uploading a video to this Contest; *If entrant chooses to include brand names or trademarks of the selected charity, it must have permission before doing so;*
- The Submission must only contain material created by entrant or entrant must have the appropriate license to use it in the Submission;
- The Submission must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where the video is created.

<u>For all Submissions</u>: Uploading a video constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If necessary, entrant will sign any necessary documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the video. Sponsor is not responsible for lost, late, incomplete, invalid, un-intelligible or misdirected videos, which are disqualified. Limit: Each entrant may submit one (1) entry into the Credit Union Contest and one (1) entry into the CU Support Organizations Contest.

By entering a Submission, Entrant agrees to indemnify and hold harmless Sponsor and/or Administrator, their subsidiaries and affiliates, and any other entities involved in the development and/or execution of the Promotion, and their respective officers, directors, shareholders, agents and employees from any and all claims, demands, losses, causes of action and liabilities by any and all third parties arising out of the Promotion, including, but not limited to claims that a Submission infringes upon any third party proprietary rights, intellectual property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligations, privacy rights, or rights protected by state or federal law.

b. The Voting Sweepstakes (for Individuals): During the Sweepstakes Period, visit <u>www.VoteLoveMyCU.org</u> and follow the links and instructions to complete and submit the registration form and then cast a vote on the Credit Union video you believe should win the Credit Union Contest and cast a vote on the CU Support Organizations video you believe should win the CU Support Organizations Contest. You will receive one (1) entry into the Sweepstakes drawing for each vote you submit. Limit: Each entrant may vote once each day for a Credit Union Contest video and once each day for a CU Support Organizations Contest video and therefore receive a maximum of two (2) Sweepstakes entries per day.

Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain or cast more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated program to

enter will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any online entry, the authorized account holder of the email address used to enter will be deemed to be the entrant. Potential winners may be required to show proof of being the authorized account holder. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

- 6. Winner Determination: Winners will be determined via the processes set forth below.
 - a. Credit Union Contest: All submitted Credit Union videos will be displayed in a public gallery at www.VoteLoveMyCU.org.
 - i. Monthly Contest Charitable Grant: At the end of each Monthly Contest Period, one (1) Credit Union from each asset size with the largest cumulative vote tally as of the end of each Monthly Contest Period will be deemed the potential winner of the applicable Monthly Contest Charitable Grant (four (4) winners each Monthly Contest Period in total). Where a Credit Union has previously won the October Monthly Contest, it will not be considered for the November Monthly Contest. In case of a tie, the Credit Union that reached the vote tally first in time, will be the applicable Charitable Grant winner.
 - ii. \$15,000 Charitable Grant: After the conclusion of the Voting Phase, the Credit Union with the largest number of cumulative votes received will be deemed the potential winner of the \$15,000 Charitable Grant. Credit Unions that have won a Monthly Contest are eligible to win the \$15,000 Charitable Grant. In case of a tie, the Credit Union that reached the vote tally first in time, will be the \$15,000 Charitable Grant winner.
 - iii. \$1,000 Charitable Grants for States: After the conclusion of the Voting Phase, the Credit Union from each state with the largest number of cumulative votes received will be deemed a potential winner of a \$1,000 Charitable Grant, if and only if at least five (5) videos (or at least three (3) videos for the states of Alaska, Nevada, New Hampshire, Delaware, Rhode Island, Vermont and Wyoming) were submitted for that state. Credit Unions that have won a Monthly Contest and/or the \$15,000 Charitable Grant are eligible to win a \$1,000 Charitable Grant. In case of a tie, the Credit Union that reached the vote tally first in time, will be the applicable Charitable Grant winner.

Sponsor reserves the right, in its sole discretion, to revise vote tallies should the voting as a whole appear to have been tampered with or manipulated in significant way.

- b. CU Support Organizations Contest: All submitted CU Support Organizations videos will be displayed in a public gallery at <u>www.VoteLoveMyCU.org</u>. At the end of the Voting Phase, the CU Support Organizations with the largest cumulative vote tally will be deemed the potential CU Support Organizations Contest Charitable Grant winner. In case of a tie, the CU Support Organizations that reached the vote tally first in time, will be the potential CU Support Organizations Charitable Grant winner. Sponsor reserves the right, in its sole discretion, to revise the vote tallies should the voting as a whole appear to have been tampered with or manipulated in significant way.
- c. Sweepstakes: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will

randomly select the potential Sweepstakes winners from all eligible entries on or around December 19, 2016.

7. Winner Requirements: All potential winners must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Each potential winner (Credit Unions, CU Support Organizations, and individuals) will be notified by email or phone. Each potential Sweepstakes winner (or parent/legal guardian if winner is a minor in his/her state of residence) will be required to provide his/her 501(c)(3) charitable organization selection and valid mailing address, for prize fulfillment purposes (no P. O. Boxes permitted), within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. Upon Sponsor's approval, each charitable organization named by winning Credit Unions, winning CU Support Organizations, and winning individuals will be contacted and will be required to provide an IRS Form W-9, which must be received by Sponsor within seven (7) days of the date notice or attempted notice is sent. in order to claim the applicable Charitable Grant. If a potential winner or charitable organization cannot be contacted, fails to return the IRS Form W-9 within the required time period or provide any other requested information within the required time period (as applicable), or prize is returned as undeliverable, potential winner forfeits the prize. In the event that a potential Sweepstakes Prize winner is disgualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all eligible entries. Only three (3) alternate drawings will be held after which the applicable prize will remain un-awarded.

8. Publicity: Acceptance of any prize shall constitute and signify winner's agreement and consent that Sponsor may use the winner's name, city, state, likeness, Submission and/or prize information in connection with the Promotion, worldwide, including the Internet, without limitation and without further payment or consideration, except where prohibited by law.

9. Prizes:

a. Credit Union Contest:

- i. <u>ONE (1) \$15,000 CHARITABLE GRANT</u>: A \$15,000 Charitable Grant to the 501(c)(3) charitable organization identified by the winning Credit Union. Retail Value of Grant: \$15,000.
- ii. <u>EIGHT (8) MONTHLY \$5,000 CHARITABLE GRANTS (four (4) awarded each</u> <u>Monthly Contest</u>): A \$5,000 Charitable Grant to the 501(c)(3) charitable organization identified by each winning Credit Union. Retail Value of Grants: \$5,000. <u>Limit</u>: One (1) Monthly Contest Grant per Credit Union.
- iii. <u>UP TO FIFTY (50) STATE \$1,000 CHARITABLE GRANTS (UP TO ONE (1)</u> <u>AWARDED PER U.S. STATE)</u>: A \$1,000 Charitable Grant to the 501(c)(3) charitable organization identified by each winning Credit Union. Retail Value of Grants: \$1,000.
- b. CU SUPPORT ORGANIZATIONS Contest: <u>ONE (1) \$15,000 CHARITABLE GRANT</u>: A \$15,000 Charitable Grant to the 501(c)(3) charitable organization identified by the winning CU Support Organizations. Retail Value of Grant: \$15,000.
- c. Sweepstakes: <u>FIVE (5) SWEEPSTAKES PRIZES</u>: A \$500 Visa gift card (terms and conditions apply; Approximate Retail Value: \$500) and a \$500 Charitable Grant to the 501(c)(3) charitable organization identified by winner (Retail Value of Grant: \$500). Odds of winning depend on the number of eligible entries received during the Sweepstakes Period. <u>Limit</u>: One (1) prize per person.

<u>For all prizes</u>: Prizes are non-transferable and no substitution will be made unless Sponsor, in its sole discretion, determines otherwise. Sponsor reserves the right to substitute a prize for one of

equal or greater value should it become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Prizes will be fulfilled 8 - 10 weeks after winner confirmation.

10. Release: By receipt of any prize, the applicable winner agrees to release and hold harmless Sponsor, Michigan Credit Union League, Credit Union National Association, National Association of Credit Union Service Organizations, Administrator, and their respective subsidiaries, affiliates, board members, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.

11. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion 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. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries: (5) late, lost, undeliverable, damaged or stolen mail: or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize. Sponsor is not responsible for misdirected or undeliverable entries or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Sponsor and Administrator are not responsible for any typographical/other error in entries, selection announcement or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with this Promotion. If for any reason an entrant's Sweepstakes entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

13. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, 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. 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 Promotion, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

14. Entrant's Personal Information: Information collected from entrant is subject to Sponsor's Privacy Policy <u>http://www.lovemycreditunion.org/files/love/1/file/LMCU%20Privacy%20Policy.pdf</u> and to Administrator's Privacy Policy <u>http://www.helloworld.com/privacy-policy</u>.

15. Winner List: For a winner list, visit <u>http://bit.ly/27AzHTS</u>. The winner list will be posted after winners are confirmed.

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