

## **SWITCH TO SAVINGS SWEEPSTAKES OFFICIAL RULES**

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

- 1) ELIGIBILITY.** The SWITCH TO SAVINGS Sweepstakes ("Sweepstakes") is open to all legal US residents who are 18 years of age or older as of date of entry and who are members of or are eligible for membership at Four Points Federal Credit Union. A full list of member eligibility requirements and select employer groups can be viewed online at <https://www.fourpointsfcu.org/about-us/>. Void outside the USA, in Puerto Rico, the US Virgin Islands, and other United States territories and possessions. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations, and is void where prohibited by law.

Board of Director Members, Supervisory Committee Members, Educational Services Committee Members, and Employees of Four Points FCU and their immediate family members are not eligible to enter this Sweepstakes. Participation in the SWITCH TO SAVINGS Sweepstakes constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. If the potential winner is a Four Points FCU member, member and all accounts owned by the member must be in good standing, as determined by Sponsor, in order to claim their prize.

- 2) SPONSORSHIP.** The Sweepstakes sponsor is Four Points Federal Credit Union ("Sponsor"), located at 510 North 127th Street, Omaha, Nebraska, 68154. <https://www.fourpointsfcu.org>. Sponsor will conduct the Sweepstakes substantially as described in these Official Rules.
- 3) ENTRY PERIOD.** This Sweepstakes begins on March 1st, 2019 at 12:01 AM CST and ends on March 31st, 2019 at 11:59 pm CST ("Entry Period").
- 4) HOW TO ENTER.** During the Entry Period, participants will be automatically entered to win when they open a new YOUTH SAVINGS account. No minimum balance required for Sweepstakes entry.
- 5) ALTERNATIVE ENTRY.** To enter without purchase or obligation: hand print your name, street address, city, state, zip code, day and evening phone numbers, email, and the words "Switch to Savings Sweepstakes 2019" on a 3"x5" card and mail it in an envelope to: Four Points Federal Credit Union, ATTN: Marketing Department, PO BOX 541030, Omaha, NE, 68154. One entry per

person, all entries must be individually handwritten and mailed separately. If an entry form is incomplete or illegible, that entry form will be disqualified. Entries become the property of the Sponsor and will not be returned. Making a purchase will not improve an individual's chances of winning.

- 6) LIMITATIONS ON ENTRIES.** LIMIT ONE ENTRY PER PERSON PER NEW YOUTH SAVINGS ACCOUNT OR PER ALTERNATIVE ENTRY. Any person who attempts or otherwise encourages the entry of multiple or false contact information under multiple identities or uses any device or artifice to enter or encourage multiple or false entries, as determined by the Sponsor, will be disqualified.
- 7) GRAND PRIZE.** One (1) Grand Prize: a Nintendo Switch™ console. Approximate retail value of the Grand Prize is \$299.99.

Grand Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Grand Prize will be awarded "as is" with no warranty or guarantee, either express or implied offered by Sponsor.

- 8) DRAWING.** A Winner will be selected in a random drawing from all eligible entries obtained from new YOUTH SAVINGS accounts opened and alternative entries during the Entry Period, taking place on or about April 1st at Sponsor's principle place of business. The drawing will be conducted by Sponsor, whose decisions and interpretations on all matters relating to the Sweepstakes and these Official Rules are final and binding in all respects. Sponsor reserves the right to disqualify any entrant or winner and may refuse to award a prize to a person who is not eligible or has violated a rule, gained unfair advantage in the Sweepstakes, or obtained winner status using fraudulent means.

If the winner is found to be ineligible or not in compliance with Sweepstakes rules, winner will be disqualified and an alternate winner will be awarded the prize in a separate random drawing. Winner will be notified by telephone with the number provided during account opening or through alternative submission. Inability of Sponsor to contact winner by telephone within forty eight (48) hours after selection may result in disqualification of winner and an alternate winner may be selected in a random drawing at Sponsor's discretion.

Each potential winner (parent/legal guardian if winner is a minor in his/her state of residence) will be required to provide his/her mailing address (P.O. Boxes are not permitted) for prize fulfillment purposes. Prize will be sent to winner by U.S. mail within fourteen (14) days after the winner has been notified and accepted the prize, or they may opt to pick up the prize directly

from the Four Points FCU branch during regular business hours, Monday - Friday. If the prize is returned as undeliverable, then the prize will be forfeited and another winner will be randomly drawn. The Sponsor will not be held liable for theft, damage, or loss of prize after the winner is issued their tracking number for shipment or has physically retrieved the Grand Prize from the Sponsor.

**9) ODDS.** The odds of winning will depend on the number of new YOUTH SAVINGS accounts opened and alternative entries received, according to the eligibility of the Sweepstakes.

**10) WARNING.** ANY ATTEMPT BY ANY PERSON, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH, OR VANDALIZE ANY SPONSOR-OWNED WEBSITE OR MOBILE APPLICATION OR RELATED SOCIAL NETWORKING SITE, THE ENTRY PROCESS, OR OTHERWISE INTERFERE WITH OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES, MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**11) RELEASE:** By receipt of any prize, winner agrees to release and hold harmless Sponsor, Nintendo of America, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, prize suppliers, any 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 Sweepstakes or receipt or use or misuse of any prize.

**12) PUBLICITY:** Except where prohibited by law, by accepting the prize, winner grants Four Points Federal Credit Union a perpetual, worldwide, royalty-free license to use the winner's name, photograph, voice, and/or likeness further authorization, compensation, or remuneration of any kind for advertising, promotion, and other publicity purposes in any and all media now or hereafter known throughout the world.

**13) GENERAL CONDITIONS.** By entering this Sweepstakes, you promise to abide by the Official Rules and decisions of the Sponsor, which will be final and binding in all respects. The Sponsor reserves the right, at its sole discretion, to refuse, disqualify, or withdraw any entry at any time. Potential winner may be required to execute and return an Affidavit of Eligibility, and a Release & Prize Acceptance Form, all or any of which must be received by Sponsor within 10 days of the date of notice in order to claim their prize. The Sponsor will not be responsible for any injury,

damage, or loss of any kind arising out of your participation in this Sweepstakes. YOU AGREE TO RELEASE, DISCHARGE, AND HOLD HARMLESS THE SPONSOR, ITS AFFILIATES, SUBSIDIARIES EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AND ASSIGNS FROM AND AGAINST ANY OR ALL CLAIMS, LOSSES, INJURIES, OR DAMAGES RESULTING FROM PARTICIPATION IN THE SWEEPSTAKES. An entrant may choose to be excluded from the Sweepstakes at any time during the Entry Period by sending an email to Sponsor at [contact@fourpointsfcu.org](mailto:contact@fourpointsfcu.org).

**14) DISPUTE RESOLUTION:** Except where prohibited by law, as a condition of participating in this Sweepstakes entrant agrees that: (1) any and all disputes, claims 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 the appropriate state or federal court located in Nebraska; (2) entrant hereby waives his/her right to sweepstakes jurisdiction; (3) 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 (4) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, 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. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you. 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 State of Nebraska, without giving effect to any choice of law or conflict of law rules (whether the State of Nebraska or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Nebraska.

**15) LIMITATIONS OF LIABILITY:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) unauthorized human intervention in any part of the entry process or the Sweepstakes; (3) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (4) late, lost, undeliverable, damaged or stolen mail; or (5) 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 Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, not received, 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.

**16) PRIVACY:** Any personally identifiable information collected during your participation in this Sweepstakes will be collected by Sponsor and used by it and its agents for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules, and in accordance with Sponsor's Privacy Policy, posted at <https://www.fourpointsfcu.org/privacy-policy/> and as allowed by law.

**17) WINNER'S NAME.** The name of the winner will be available within five (5) days after the close of the Sweepstakes. To receive the winner's name, where permitted by law, please contact Sponsor by email at [contact@fourpointsfcu.org](mailto:contact@fourpointsfcu.org).

**18) MISCELLANEOUS.** The names of individuals, groups, companies, products and services mentioned herein, and any corresponding likenesses, logos and images thereof reproduced herein, have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any individual, group or company, or the inclusion of a product or service as a prize, does not imply any association with or endorsement by such individual, group or company or the manufacturer or distributor of such product or service and, except as otherwise indicated, no association or endorsement is intended or should be inferred. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision.

In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. For entrants, to the extent there is a conflict between these Official Rules and any terms of use or other agreement posted on the website, these Official Rules control.

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This Promotion is in no way sponsored, endorsed, administered by, or associated with Nintendo.