# LUCKY YOUNG SAVERS PROMOTION GREATER NEVADA CREDIT UNION

# **OFFICIAL RULES, TERMS AND CONDITIONS**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS PROMOTION. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF SELECTION. VOID WHERE PROHIBITED BY LAW.

## **Sponsor Information:**

Lucky Young Savers Promotion (the "<u>Promotion</u>") is sponsored by Greater Nevada Credit Union, a Nevada nonprofit cooperative corporation ("<u>GNCU</u>" or "<u>Sponsor</u>"), P.O. Box 2128, Carson City, NV 89702.

# **Acceptance of the Official Rules:**

Please read the following Official Rules carefully. If you do not agree to the Official Rules, do not participate in this Promotion. By participating in the Promotion, each Participant (defined below) and Winner (defined below) unconditionally accepts and agrees to comply with and be bound by these Official Rules, as may be modified or amended by the Sponsor, and the decisions of Sponsor, which are final and binding in all matters related to this Promotion. The Promotion is subject to all applicable federal, state, and local laws and regulations. The Promotion is void where prohibited by law.

#### **Eligibility:**

The Promotion is open to the parent or legal guardian ("<u>Participant</u>") of children aged 17 and under at the time of entry. The Participant must present or mention the <u>Dollars and Sense Flyer</u> (the "<u>Flyer</u>") at the time the Participant opens for the child a Youth Share savings account (the "<u>Savings Account</u>") with GNCU between September 1, 2023, and June 30, 2024.

To enter the Promotion, the Participant must be eighteen (18) years of age or older at the time of entry when opening a Savings Account for the child. Participants must be legal residents of the state of California or the state of Nevada, and be a member of GNCU to be eligible for entry. The Sponsor may request documentation confirming parental or legal guardian consent, especially if required by law. Employees of the Sponsor, including their immediate family members, are not eligible to enter or win. Immediate family members are defined as a parent, spouse, sibling, child, or anyone sharing the same residence as the applicable employee.

## **How to Enter:**

The Promotion begins on September 1, 2023 at 12:00 a.m. Pacific Time ("<u>PT</u>") and ends on June 30, 2024 at 11:59 p.m. PT (the "<u>Promotion Period</u>"). To enter the Promotion, Participants must open a new Savings Account for their child at any branch of GNCU during the Promotion Period and present or mention the Flyer. Account holders must provide accurate and complete information at the time of account opening, including a valid contact email and telephone number.

Savings Accounts opened after the end of the Promotion Period will not be eligible to participate in the Promotion.

# **Prizes:**

Sponsor will award One Hundred Dollars (\$100.00) to be automatically deposited in each of one-hundred (100) Savings Accounts selected as provided in the these Rules over the course of the Promotion Period (each a "Prize").

## **Selection of Winners and Odds:**

Subject to further verification and compliance with these Official Rules, each Prize will be awarded as follows:

Twenty winners will be selected through a random drawing conducted by GNCU within the first week of every other month starting November 2023 until one-hundred winners (each, a "Winner") have been selected. Participants not selected in a drawing will still be eligible to be selected for subsequent drawings until the Promotion is concluded. Each Prize drawing will be conducted using a computer-generated random selection process determined in the sole discretion of the Sponsor and will be final and binding.

To qualify to win a Prize, the Participant's child must have a Savings Account with Sponsor and such account must be open and in good standing at time of selection. **PARTICIPANTS NEED NOT BE PRESENT TO WIN.** 

The drawing schedule is as follows:

- November 2023: Twenty Winners will be selected by Sponsor between November 1, 2023, through November 7, 2023, from all eligible entries received before 11:59 p.m. PT on October 31, 2023. If the Savings Account does not exist or has been closed by the time of selection, an alternate Winner will be selected immediately without notice to the original Winner. Each Winner will be notified (i) via a telephone call to the telephone number associated with the Participant's GNCU member account; and, (ii) by email associated with the Participant's GNCU member account. The Prize will be deposited directly into the associated Youth Share Savings Account of the Participant's child, and the Participant need not acknowledge the selection to collect the Prize deposited in such Savings Account.
- January 2024: Twenty Winners will be selected by Sponsor between January 1, 2024, through January 7, 2024, from all eligible entries received before 11:59 p.m. PT on December 31, 2023. If the Savings Account does not exist or has been closed by the time of selection, an alternate Winner will be selected immediately without notice to the original Winner. Each Winner will be notified (i) via a telephone call to the telephone number associated with the Participant's GNCU member account; and, (ii) by email associated with the Participant's GNCU member account. The Prize will be deposited directly into the associated Youth Share Savings Account of the Participant's child, and the Participant need not acknowledge the selection to collect the Prize deposited in such Savings Account.

- March 2024: Twenty Winners will be selected by Sponsor between March 1, 2024, through March 7, 2024, from all eligible entries received before 11:59 p.m. PT on February 29, 2024. If the Savings Account does not exist or has been closed by the time of selection, an alternate Winner will be selected immediately without notice to the original Winner. Each Winner will be notified (i) via a telephone call to the telephone number associated with the Participant's GNCU member account; and, (ii) by email associated with the Participant's GNCU member account. The Prize will be deposited directly into the associated Youth Share Savings Account of the Participant's child, and the Participant need not acknowledge the selection to collect the Prize deposited in such Savings Account.
- May 2024: Twenty Winners will be selected by Sponsor between May 1, 2024, through May 7, 2024, from all eligible entries received before 11:59 p.m. PT on April 30, 2024. If the Savings Account does not exist or has been closed by the time of selection, an alternate Winner will be selected immediately without notice to the original Winner. Each Winner will be notified (i) via a telephone call to the telephone number associated with the Participant's GNCU member account; and, (ii) by email associated with the Participant's GNCU member account. The Prize will be deposited directly into the associated Youth Share Savings Account of the Participant's child, and the Participant need not acknowledge the selection to collect the Prize deposited in such Savings Account.
- *July 2024:* Twenty Winners will be selected by Sponsor between July 1, 2024, through July 7, 2024, from all eligible entries received before 11:59 p.m. PT on June 30, 2024. If the Savings Account does not exist or has been closed by the time of selection, an alternate Winner will be selected immediately without notice to the original Winner. Each Winner will be notified (i) via a telephone call to the telephone number associated with the Participant's GNCU member account; and, (ii) by email associated with the Participant's GNCU member account. The Prize will be deposited directly into the associated Youth Share Savings Account of the Participant's child, and the Participant need not acknowledge the selection to collect the Prize deposited in such Savings Account.

The Sponsor reserves the right to modify the notification procedures in connection with the selection of an alternate Winner, if any. A Prize may not be transferred and must be accepted as awarded. A Winner may not request cash or a substitute Prize. No cash or other substitution of Prizes is permitted, except at the sole option of Sponsor for a prize of equal or greater value. Sponsor shall have sole judgment and control over every aspect of the Promotion and Sponsor's decisions on all matters related to the Promotion shall be final and binding in all respects. Sponsor's decisions on all matters related to the Promotion shall not be subject to challenge or appeal and such decisions shall not be subject to any limitation whatsoever, except for any limitations imposed by law. Because the number of eligible Participants is unknown, the number of possible Winners is variable, and the Sponsor has the sole and absolute discretion to select a Winner or Winners, the odds of a Nominee becoming a Winner are not reasonably calculable.

## **General Conditions:**

By participating in the Promotion, Participant agrees to abide by these Rules and the decisions of GNCU, which are final and binding in all matters related to the Promotion. GNCU reserves the right to disqualify any Participant who engages in unlawful, fraudulent or unethical behavior or violates these Promotion rules. GNCU is not responsible for lost, late, incomplete, or misdirected entries, or for any technical or human errors that may occur in the administration of the Promotion. Winners are solely responsible for any taxes or fees associated with the prize. GNCU reserves the right to modify or cancel the Promotion at any time, for any reason.

ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY PERSON RESPONSIBLE FOR THE ATTEMPT, AND SPONSOR AND/OR ITS RESPECTIVE AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES AGAINST ANY PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

#### Taxes:

ANY FEDERAL, STATE, AND LOCAL TAXES ASSOCIATED WITH A PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. Sponsor may require a Winner to complete a Form W-9, if applicable.

# **Limitations:**

Each Participant is limited to one entry (i.e. opening of one new Savings Account) per child for purposes of the Promotion.

Any violation of these Official Rules by a Participant or Winner (as determined by and at Sponsor's sole discretion) will result in that Winner's disqualification from this Promotion.

Sponsor reserves the right, in its sole discretion, to modify, suspend or terminate this Promotion (or any portion thereof) for any reason, including without limitation, equipment failure or malfunction, acts of God, natural causes, labor disputes, or fire, flood or other casualties.

#### Release:

BY PARTICIPATING IN THIS PROMOTION, PARTICIPANTS AND WINNERS\_EXPRESSLY ACKNOWLEDGE AND AGREE THAT THEY\_RELEASE AND WAIVE CERTAIN RIGHTS AS PROVIDED IN THESE OFFICIAL RULES. PARTICIPANTS AND WINNERS ACKNOWLEDGE AND REPRESENT THAT THEY HAVE READ AND UNDERSTAND THESE RULES AND HAVE THE FULL RIGHT, AUTHORITY AND CAPACITY TO ENTER AND BE BOUND BY THESE OFFICIAL RULES ON THEIR OWN BEHALF AND ON BEHALF OF ANY MINOR CHILD OF WHICH THEY ARE A PARENT OR GUARDIAN, AND DO SO VOLUNTARILY.

By entering the Promotion, Participant and Winner releases, waives, and hold harmless the Sponsor and its respective parents, affiliated companies, and subsidiaries, and each of their respective officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, losses, damages, and liability arising from injuries (including death), damages, costs, or expenses of any kind (including without limitation attorneys' fees) incurred as a result of participation by Participant or Winner in this Promotion and/or their acceptance, use, or misuse of any Prize or element thereof. The Released Parties are not responsible for incomplete or misdirected entries, technical malfunctions or failures, or causes beyond its control. Any attempt to deliberately damage the content or operation of this Promotion is unlawful and subject to legal action by Sponsor. The Released Parties are not responsible for printing or typographical errors or problems in any materials related to the Promotion.

## **Privacy:**

GNCU will handle Participants' and Winners' personal information in accordance with its privacy policy. Personal information will not be shared with third parties for marketing purposes.

### **Publicity:**

EXCEPT WHERE PROHIBITED BY LAW, ENTRANCE INTO THE PROMOTION GRANTS THE RELEASED PARTIES AND THEIR AFFILIATES, AGENTS, SUCCESSORS, AND ASSIGNS A ROYALTY-FREE, FULLY PAID, NON-EXCLUSIVE, SUBLICENSABLE, TRANSFERABLE, IRREVOCABLE, PERPETUAL, UNRESTRICTED, WORLDWIDE LICENSE TO USE, PUBLISH, TRANSMIT, DISPLAY, STORE, DISTRIBUTE, YOUR NAME, LIKENESS, PHOTOGRAPH, VOICE, BIOGRAPHICAL INFORMATION, INFORMATION, HOMETOWN, AND STATE FOR PROMOTION PURPOSES IN ANY MEDIA WHATSOEVER. SPONSOR WILL NOT BE REQUIRED TO PAY ANY ADDITIONAL CONSIDERATION OR SEEK ANY ADDITIONAL APPROVAL IN CONNECTION WITH SUCH USES. SPONSOR IS NOT OBLIGATED TO USE ANY OF THE ABOVE-MENTIONED INFORMATION, BUT MAY DO SO AND MAY EDIT SUCH INFORMATION OR MATERIALS, IN SPONSOR'S SOLE DISCRETION, WITHOUT FURTHER NOTICE OBLIGATION OR COMPENSATION, UNLESS PROHIBITED BY LAW.

## **Change of Address Policy:**

It is the sole responsibility of the Participant and Winner to notify Sponsor if his or her contact information changes.

#### **Disputes:**

Except where prohibited by law, each Participant and Winner agrees that: (i) all issues and questions concerning these Official Rules, Terms and Conditions shall be governed exclusively by Nevada law without giving effect to any principles of conflicts of law of any jurisdiction; (ii) any and all disputes, claims and causes of action at law or in equity arising out of or relating to this Promotion or any Prize awarded shall be (A) resolved individually, without resort to any form of class action; and, (B) filed only in the state or federal courts situated in Washoe County, Nevada, and Participant and Winner hereby consents and submits to the personal jurisdiction of such courts

for the purposes of litigating any such disputes, claims or causes of action; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and, (iv) under no circumstances will any Participant or Winner be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental, special, 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.

## **Severability:**

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

#### Who Won:

The names of the Winners will be available at www.gncu.org/banking/savings-accounts/youth/dollars-and-sense/ twenty-four hours after each selection period identified above and until July 31, 2024.

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