

# **HOLIDAY GIFT GIVEAWAY**

## **OFFICIAL RULES**

**USF FEDERAL CREDIT UNION (USF FCU), WITH AFFILIATES DARDEN CREDIT UNION (DCU) AND RED LOBSTER CREDIT UNION (RLCU), WITH A PRINCIPAL ADDRESS AT 13302 USF PALM DRIVE, TAMPA, FL, 33612 AND WITH WEBSITES AT USFFCU.COM, DARDENCU.COM AND REDLOBSTERCU.COM, IS THE SPONSOR AND ADMINISTRATOR OF THIS GIVEAWAY.**

**NO PURCHASE OF ANY PRODUCT OR SERVICE OF ANY KIND, INCLUDING THE OPENING OF AN ACCOUNT WITH USF FCU AND ITS AFFILIATES OR APPLICATION FOR A USF FCU, DCU OR RLCU CREDIT CARD, IS NECESSARY TO ENTER THE GIVEAWAY OR WIN A PRIZE. A PURCHASE, OPENING OF AN ACCOUNT WITH SPONSOR OR APPLICATION FOR A USF FCU, DCU OR RLCU CREDIT CARD WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED FOR EACH ENTRY PERIOD.**

**PARTICIPATION IN THIS GIVEAWAY CONSTITUTES ENTRANT'S FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE OFFICIAL RULES. BY ENTERING THIS GIVEAWAY, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE GIVEAWAY ENTITIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.**

**THIS GIVEAWAY IS ONLY OPEN TO INDIVIDUALS WHO ARE LEGAL RESIDENTS OF THE 50 STATES OF THE UNITED STATES AND THE DISTRICT OF COLUMBIA, 18 YEARS OF AGE OR OLDER. THIS GIVEAWAY IS VOID WHERE PROHIBITED.**

**ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY.**

The USF FCU Holiday Gift Giveaway (“promotion” or “sweepstakes”) begins November 1<sup>st</sup>, 2018 at 12:00:00 a.m. EDT and ends December 31<sup>st</sup>, 2018 at 11:59:59 p.m. EDT (“Promotion Period”). There are 4 entry periods, every two weeks during the months of November and December. Administrator’s computer is the official timekeeping device for this promotion. While Administrator will make reasonable efforts to input entries into its computers on the day they are received or are effective, Administrator cannot guarantee such and is not liable to an entrant if such does not occur.

### **1. HOW TO ENTER:**

No purchase of any product or service of any kind, including the opening of an account with Sponsor or application for a USF FCU, DCU OR RLCU credit card, is necessary to enter the giveaway or win a prize. There are three ways in which you may enter this contest.

- (a) During the promotional period, you may enter the promotion by making a purchase with your USF FCU, DCU OR RLCU credit card. Each time you make a purchase, you will be entered in the giveaway. Multiple purchases with the same vendor on the same day will be considered one entry.
- (b) If you do not have a USF FCU, DCU OR RLCU credit card and are eligible to join the credit union, you may open an account and apply for a credit card. If approved, you will receive the card within 7-10 business days and may start using it for purchases to enter the sweepstakes.

You may open an account and apply for a credit card online at these websites:

[usffcu.com](http://usffcu.com)

[dardencu.com](http://dardencu.com)

[redlobstercu.com](http://redlobstercu.com)

Not sure if you're eligible to join USF FCU, DCU OR RLCU? You can check the eligibility requirements at these websites:

[usffcu.com/eligibility](http://usffcu.com/eligibility)

[dardencu.com/eligibility](http://dardencu.com/eligibility)

[redlobstercu.com/eligibility](http://redlobstercu.com/eligibility)

- (c) Mail Entry Method open to U.S. citizens 18-years of age or older except where prohibited: During the giveaway period, to enter the giveaway by mail, legibly print your name, complete address, email address, and daytime phone number on a 3 x 5 card, and mail it to: USF FCU Holiday Gift Giveaway, 13302 USF Palm Drive, Tampa, FL 33612. Entries made using this Mail Entry Method must be received by December 31, 2018, to be qualified for a chance to win the sweepstakes. All Mail Entry Method entries must be hand printed, mailed separately and bear sufficient postage. Any incomplete or mechanically reproduced entries will be disqualified. Automated mail entries, or those made using script, macro, sweepstakes service, automated entry software, or facsimiles will NOT be accepted.

A mailed entry is subject to the terms of these Official Rules and holds the same entry value as an entry created with a purchase using the USF FCU, Darden CU or Red Lobster CU credit card.

Each properly completed and received Entry will receive one (1) Entry into the giveaway. Incomplete entries will be voided. USF FCU is not responsible for late or invalid entries. Sponsor reserves the right, in its sole discretion, to void any and all entries of a participant who Sponsor believes has attempted to tamper with, influence, or impair the administration, security, fairness, or proper play of this promotion.

## **2. ELIGIBILITY**

This promotion is open only to legal residents of the fifty (50) states of the United States and Washington, D.C. who are eighteen (18) years of age or older at the time of entry. Void where prohibited.

The Sponsor may require each winner to fill out an affidavit indicating the winner's name and attending to his or her age, date of birth, address and, for Internal Revenue Service reporting purposes, a Social Security Number. Each winner is solely responsible for all applicable federal, state and local taxes and/or any other fees/costs associated with the prize or receipt of the prize.

Employees of USF FCU and their immediate family members are not eligible to enter or win.

### 3. SELECTION OF WINNERS

Winners will be selected in four (4) random drawings, with one drawing held every two weeks during promotion period, by Administrator from among all eligible entries combined from all methods of entry received from November 1<sup>st</sup>, 2018 at 12:00:00 a.m. EDT thru the deadline for each drawing (each an “Entry Period”) in accordance with the following:

Bi-weekly Drawing	Bi-weekly Drawing Entry Periods (each an “Entry Period”)
1	November 1 <sup>st</sup> , 2018 at 12:00:00 a.m. EDT thru November 15 <sup>th</sup> , 2018 at 11:59:59 p.m. EDT
2	November 16 <sup>th</sup> , 2018 at 12:00:00 a.m. EDT thru November 30 <sup>th</sup> , 2018 at 11:59:59 p.m. EDT
3	December 1 <sup>st</sup> , 2018 at 12:00:00 a.m. EDT thru December 15 <sup>th</sup> , 2018 at 11:59:59 p.m. EDT
4	December 16 <sup>th</sup> , 2018 at 12:00:00 a.m. EDT thru December 31 <sup>st</sup> , 2018 at 11:59:59 p.m. EDT

Each drawing will be conducted by Administrator, whose decisions are final and binding. Each drawing will take place on or about three (3) business days after the conclusion of a given Entry Period.

All potential prize winners will be notified by either (a) phone call with a message left on voicemail if the prize winner does not answer the phone, (b) by e-mail if known or (c) in person, at the sole discretion of the Administrator.

**Response is required to notification within seventy-two (72) hours from the time of first notification (e.g. voicemail left in first attempt to contact winner). As indicated above, such time will be kept by Administrator.**

In the event a potential winner cannot be contacted, fails to respond within the indicated time period, his/her prize notification is returned as undeliverable, or he/she is disqualified for any reason, the applicable prize will NOT be awarded.

**Odds of winning** a prize will depend on the total number of eligible entries received prior to the expiration date and time of the applicable Monthly Drawing.

### 4. PRIZES:

**Monthly Prize** (1 per Entry Period): \$500.00.

**Any costs associated with prize receipt that are not expressly stated above are the sole responsibility of the prize winner.** Any unclaimed prize will be forfeited by prize winner and will remain the property of Sponsor. Prizes are non-transferable and non-assignable.

No prize substitution is allowed. In no case will more than the stated number of prizes be awarded.

The total of all prizes available to be awarded in the promotion is \$2,000.00.

Acceptance of prize constitutes a license for the Sponsor to use winner's name and/or likeness for purposes of advertising and trade in connection with the giveaway, in any and all media now known or hereafter developed, worldwide, in perpetuity, without further compensation.

The applicable prize award will be reported to the IRS in accordance with applicable law. All applicable federal, state, or local taxes are the exclusive responsibility of the winners.

## 5. GENERAL RULES

All federal, state and local laws and regulations apply. Void where prohibited.

By entering the giveaway, each entrant agrees on behalf of himself/herself:

(a) to be bound by these Official Rules and by all applicable laws and decisions of Sponsor and Administrator which shall be binding and final;

(b) to waive any rights to claim of ambiguity with respect to these Official Rules;

(c) to WAIVE ALL OF HIS/HER RIGHTS TO BRING ANY CLAIM, ACTION, OR PROCEEDING IN ANY FEDERAL OR STATE COURT OF LAW AND TO A JURY TRIAL AGAINST ANY OF THE SPONSOR OR THE RELEASEES IDENTIFIED BELOW IN CONNECTION WITH THE GIVEAWAY;

(d) to forever and irrevocably release, defend, indemnify, and hold harmless Sponsor and its officers, directors, employees, agents, shareholders, representatives, successors and assigns (collectively the "Releasees"), from any liability, known or unknown, (including, but not limited to, liability for defamation, libel, slander, invasion of privacy, right of publicity or infringement or violation of any intellectual property or other rights, any property loss, damage, personal injury, bodily injury, death, expense, accident, delay, inconvenience or irregularity); and

(e) to WAIVE, AND DOES HEREBY WAIVE, ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND (EVEN IF THE RELEASEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) THAT MAY ARISE in connection with:

(i) the giveaway, including, but not limited to, any giveaway -related activity or element thereof, and the entrant's entry, participation or inability to participate in the giveaway,

(ii) the violation of any third party privacy, personal, publicity or proprietary rights,

(iii) typographical errors in these Official Rules or any giveaway promotional materials,

(iv) acceptance, attendance at, participation in, possession, travel related to, defects in, delivery of, use, misuse or inability to use any prize (or any component thereof),

(v) any change in the prize (or any components thereof) due to reasons beyond Administrator's control

(vi) any wrongful, negligent, or unauthorized act or omission on the part of any of the Releasees, or any of their agents or employees,

(vii) a lost, late, stolen or misdirected prize (or any element thereof) or

(viii) the collection, use and/or sharing of entrant's personally identifiable information by Sponsor, Administrator and their respective designees. Winner assumes all liability for any injury, theft, personal injury, death, illness, accident or damage caused, or claimed to be caused, by participation in this giveaway or use or redemption of prize, including those associated with travel to redeem the prize.

Entrants agree to release, discharge and hold harmless Releasees from and against any and all liability and damages. By participating in this promotion, entrants agree to be bound by the Official Rules and that the Sponsor/Administrator decisions which are final and binding. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any giveaway materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. Promotion entities are not responsible for any typographical or other error in the printing of the offer, administration of the giveaway or in the announcement of the prize winners.

NOTICE TO ENTRANTS: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULL EXTENT PERMITTED BY LAW.

## **6. PRIVACY POLICY**

Sponsor has the right to collect personal data about entrants. All information collected by Sponsor in connection with each entry will be subject to Sponsor's Privacy Policy. Each participant in this giveaway may obtain a copy of Sponsor's Privacy Policy by going to [usffcu.com](http://usffcu.com).

## **7. DISPUTE RESOLUTION**

Any disputes, claims, causes of action, judgments or awards related to the giveaway, arising out of or connected in any way with the promotion or the award of prizes and the matters addressed above, including construction, validity, interpretation and enforceability of these Official Rules

(1) shall be governed by the laws of the State of Florida without regard to any conflict of laws principles (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida;

(2) SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, WHICH IS HEREBY EXPRESSLY WAIVED;

(3) shall be subject to mediation prior to any proceeding being started, with each party to the mediation to bear his, her or its own attorney's fees and costs for such mediation, and, if mediation is unsuccessful, shall be subject exclusively to final and binding arbitration under the auspices of the American Arbitration Association ("AAA") pursuant to its Commercial Arbitration Rules, with each party to the arbitration to bear his, her or its own attorney's fees and costs for such arbitration;

(4) shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this giveaway, but in no event attorneys' fees; and

under no circumstances will entrant obtain awards for other than actual out-of-pocket expenses (if any), and entrant hereby waives all rights to claim, any indirect, incidental, consequential, special, punitive or exemplary damages of any kind (even if they Releasees have been advised of the possibility of such loss or damages), costs and expenses (including, without limitation, attorneys' fees), and any and all rights to have damages multiplied or otherwise increased.

#### **8. LIMITATION OF LIABILITY, NO INJUNCTIVE RELIEF**

IN NO EVENT WILL THE RELEASEES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR INVOLVEMENT IN THE GIVEAWAY, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE GIVEAWAY.

EACH ENTRANT UNDERSTANDS AND AGREES THAT HE/SHE SHALL HAVE NO RIGHT TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, ADVERTISING, PROMOTION, DISTRIBUTION OR EXPLOITATION OF THE GIVEAWAY OR ANY OTHER PRODUCTION OR PROJECT OF USF FEDERAL CREDIT UNION, ITS LICENSORS OR ANY OF THEIR RESPECTIVE PARENTS, SUBSIDIARIES OR AFFILIATES.

#### **9. WINNERS' LIST REQUESTS**

To request confirmation of the name and address of winners of this giveaway, you should send a self-addressed, stamped business size envelope, by September 30, 2018, to: Giveaway Winner's List, USF FCU, 13302 USF Palm Drive, Tampa, FL 33612.

SPONSORED BY USF FCU, 13302 USF Palm Drive, Tampa, FL 33612.