

Air Academy Credit Union
"Highlands Ranch Grand Opening Sweepstakes"
Official Rules

1. NO PURCHASE OR TRANSACTION IS NECESSARY TO ENTER OR WIN THE "Highlands Ranch Grand Opening Sweepstakes." VOID WHERE PROHIBITED.
2. Sponsor: Air Academy Federal Credit Union, DBA Air Academy Credit Union ("AACU") is a sponsor of the sweepstakes. The address for AACU is 9810 N. Union Blvd, Colorado Springs, CO 80924.
3. **Sweepstakes Period/Description:** Highlands Ranch Grand Opening Sweepstakes (the "Sweepstakes") begins on 5/15/2023, at 8 a.m. Mountain Time ("MT") and ends on 5/31/2023, at 5 p.m. MT. There will be Six (6) winners and One (1) grand-prize winner selected by a random drawing after the conclusion of the "Qualification Period" but not later than 6/7/2023 from all eligible entries.

Qualification Period:

5/15/2023- 5/31/2023

4. **Eligibility:** Sweepstakes is open to eligible AACU members ("Entrants"). Eligible Entrants are legal residents of the 50 United States or the District of Columbia, 18 years of age or older (or applicable age of majority based on entrant's resident state, void where prohibited). All drawing entries have an equal chance of winning. AACU employees, officials, and their immediate family members are not eligible to participate in the Sweepstakes. The Sweepstakes is void where prohibited or restricted by law. Participation constitutes Entrant's full and unconditional agreement to these Official Rules and decisions made by AACU, which are final and binding in all matters related to the Sweepstakes. Winning a Prize is contingent upon fulfilling all requirements set forth herein. Eligible Entrants (as defined above) are those who donate any eligible food item at the Highlands Ranch branch located at 8677 S. Quebec Street, Highlands Ranch, CO 80130, will be entered into the drawing. Each donation counts as one entry, per day, toward the daily and grand prize. There is a maximum of six entries for the grand prize. Alternate entry forms are limited to one per member and will be entered into the drawing if received by 6/6/2023 by 5 p.m. MST. Postmark date will not determine entry into Drawing.
5. **How to Enter: NO PURCHASE OR TRANSACTION IS NECESSARY TO ENTER OR WIN.** All Sweepstakes entries have an equal chance of winning. There are two ways to enter the Sweepstakes: **(1)** Donate any eligible food item at the Highlands Ranch branch located at 8677 S. Quebec Street, Highlands Ranch, CO 80130 between 5/15/2023-5/31/2023 **(2)** Submit an alternate entry form with a limit of one entry form per member. Members are limited to one entry per alternate entry form per day regardless of entry method. All eligible AACU members who would like to participate using the alternate entry method will receive one (1) entry by printing your full name, address (no P.O. Box accepted), city, state, zip code, email address, phone number and date of birth on a plain piece of 3" x 5" paper and mail it in a stamped, hand-addressed business-size envelope to: Air Academy Credit Union, RE: Highlands Ranch Grand Opening Food Drive Sweepstakes, P.O. Box 62910, Colorado Springs, CO 80962-2910. Such mail-in entries must be received by 6/6/2023 by 5 p.m. MST to be placed into the Drawing. There is a limit of one entry per outer mailing envelope. AACU shall not be

responsible for illegible, damaged, lost, late, stolen, postage-due, incomplete, undelivered/undeliverable, misdirected or returned mail, regardless of cause. By mailing in an entry form, you agree to the terms and Official Rules for this Drawing, and to the decisions made by AACU. You further agree that there is no appeal or manner in which to object to the decisions, opinions or determinations of AACU. All entries become the property of AACU and will not be acknowledged or returned.

- 6. Prize:** After the end of the Qualification Period (see Qualification Period listed in item #3) of the Sweepstakes, by approximately 6/7/2023, AACU will randomly select Six (6) Winners from the eligible Entrant pool and One (1) Grand Prize Winner. Winners will be notified by phone. INSERT PHONE NOTIFICATION FROM WEBSITE PROOF DISCLOSURE. Each of the Six (6) Winners and One (1) Grand Prize Winner will win the below listed prizes. The first name and first initial of last name (example – Jane D.) for each Winner will be posted on AACU.com and AACU social media channels.
- a. Prize 1: \$100 gift card to King Sooper
 - b. Prize 2: Apple Air Pods 3rd Generation
 - c. Prize 3: \$100 Visa Gift Card
 - d. Prize 4: \$100 Atomic Cowboy gift card
 - e. Prize 5: 2 Club level tickets to the Rockies game on Sunday, July 16, 2023.
 - f. Prize 6: \$100 gift card to Monster Mini Golf
 - g. Grand Prize: Apple Watch Series 8

If an alternate entry form is drawn, but judges are unable to determine the Winner because of illegible writing, that entry form will be disqualified. No copies or mechanical reproductions accepted. Once submitted, entries become the sole property of AACU and will not be acknowledged or returned. See “Odds of Winning” section for the information regarding your odds of winning.

- 7. Liability/General Rules:** By entering the Sweepstakes, each Entrant agrees that he/she has read these Official Rules and that he/she will be strictly bound by them. AACU is not responsible for any loss that may occur in connection with the Sweepstakes. Entrant agrees to hold AACU harmless from any liability arising from the participation in the Sweepstakes or the acceptance, receipt, possession, or misuse of the prize. AACU and each of its employees, officials, directors, members, and representatives and agents are not responsible for any negligence, claims, liability, injury, property loss, or other damages of the Entrants and/or misuse of prizes awarded or participation in the Sweepstakes. AACU is not responsible for incorrect or inaccurate information, whether caused by tampering, hacking, or by any of the equipment or programming associated with the Sweepstakes. AACU reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, viruses, tampering, or any other factor beyond AACU reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by AACU in its sole discretion. In such event, AACU reserves the right to award all prizes at random from among the eligible entries received up to the time of the impairment. AACU reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. The failure of AACU to enforce any term of these Official Rules shall not constitute a waiver of that provision. No more than the stated number of prizes will be awarded. Prizes cannot be substituted, assigned or transferred by Winners. AACU reserves the right to substitute a prize of equal or greater value should the featured prize become unavailable for

any reason. AACU reserves the right to disqualify Entrants who fail to follow these Official Rules and regulations, or who make any misrepresentations relative to the Sweepstakes and redemption of prize.

- 8. Winner Notification and Prize Redemption:** Winners will be notified by phone and/or email no later than 5:00 p.m. (MT) Wednesday, June 7, 2023. Winners will be contacted for arrangements to receive the listed prizes. Potential Sweepstakes winner(s) are subject to verification, including verification of eligibility. If an Entrant is unable to verify his/her information, the Entrant will automatically be disqualified and their Prize, if any, will be forfeited. AACU reserves the right to determine an alternate winner in accordance with these Official Rules in the event that any winner is disqualified, cannot be contacted, or is deemed ineligible for any reason, or is not available to participate in any applicable Sweepstakes events.
- 9. Publicity Authorization:** Winners agree to allow AACU to use his/her name in promotional and other credit union materials without additional compensation or permission, except where prohibited by law. To protect the Winner's privacy, only the Winner's first name and first letter of the last name will be used in promotional or publicity communications (examples – Jane D., John H.).

Winners will be given the opportunity to disclaim the prize before their first name and first initial of their last name is displayed on social media and AACU.com.

- 10. Privacy:** Any personally identifiable information collected during your participation in this Sweepstakes will be collected by AACU and used by it and its agents for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules, for any additional opt-in information you agreed to upon participation, and in accordance with AACU Privacy Policy, posted at <https://www.AACU.com> and as allowed by law.
- 11. Tax Details:** Value of each Prize is listed below. AACU will report all prize winnings to the appropriate agencies as required by applicable law. Winners are responsible for all tax consequences (if any) of the prizes and will be required to furnish a taxpayer identification number prior to claiming any prize.

- a. Prize 1: \$100 gift card to King Sooper, a \$100 value
- b. Prize 2: Apple Air Pods 3rd Generation, values at \$180.
- c. Prize 3: \$100 Visa Gift Card, valued at \$100.
- d. Prize 4: \$100 Atomic Cowboy gift card, valued at \$100
- e. Prize 5: 2 Club level tickets to the Rockies game on Sunday, July 16, 2023. Valued at \$300
- f. Prize 6: \$100 gift card to Monster Mini Golf, valued at \$100.
- g. Grand Prize: Apple Watch Series 8, valued at \$800.

- 12. Arbitration:** Except where prohibited by law, as a condition of participation in this Sweepstakes, Entrant agrees that (1) any disputes and causes of action arising out of or connected with this Sweepstakes and or any prizes awarded, shall be resolved individually, without resorting to any form of class action, and exclusively, by final and binding arbitration under the rules of the American Arbitration Association ("AAA") and shall be held at the AAA regional office nearest the participant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement, and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having

jurisdiction. Under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights, claims, punitive, incidental, or consequential damages, or any other damages, including attorney's fees, other than Entrants actual out-of-pocket expenses (i.e., cost associated with entering the Sweepstakes), and Entrant further waives all rights to have damages multiplied or increased.

13. Odds of Winning: The odds of winning the Prize depend on the number of eligible entries received. Based on AACU estimate of eligible Entrants during the Qualification Period, odds of winning each daily prize are 1 in 100, odds of winning the grand prize are 1 in 600.

14. Choice of Law: All issues and questions concerning the construction, validity, interpretation, and enforcement of these Official Rules, or the rights and obligations of Entrant and AACU in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the State of Colorado without regard to choice of law rules.

15. Consumer Disclosure: Each Entrant hereby agrees to release, indemnify, and hold harmless AACU and other individuals or entities involved in the administration, development, fulfillment, and execution of the Drawing and all of their immediate family members (spouse, parent, child, sibling, in-law and/or the household members of each). The Drawing is intended solely for viewing and participation in the United States and shall be construed and evaluated solely under United States federal, state, and local laws. The Drawing is void where prohibited or restricted by law. Participation constitutes Entrant's full and unconditional agreement to these Official Rules and the decision of AACU, which are final and binding in all matters related to the Drawing. Winning a prize is contingent upon fulfilling all requirements set forth herein (see "Eligibility" section for the definition of an eligible Entrant). In the event of a dispute as to the identity of a Winner, such entry will be deemed to be submitted by the primary account holder of the Eligible AACU Account in question.