

IHMVCU Spring Ice Cream Giveaway

Official Rules

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS GIVEAWAY.

1. ELIGIBILITY. The IH Mississippi Valley Credit Union (“IHMVCU”) **Spring Ice Cream Giveaway** is open only to individuals who are legal residents of Iowa or Illinois and who are 18 years of age or older at the time of entry. The **IHMVCU Spring Ice Cream Giveaway** is void where prohibited by law and is governed by Illinois law. Employees, officers, and directors of IHMVCU, and their respective parents, subsidiaries, affiliates, divisions, advertising and promotion agencies, and the immediate family members (parents, spouses, children, siblings, grandparents, and their respective spouses) or household members (whether related or not) of each such employee, officer, or director are not eligible to participate. Entrants must be physically present at the IHMVCU Bettendorf – Competition Drive Branch, 5310 Competition Drive, Bettendorf, Iowa 52722 at the time of entry.

2. TIMING. The Giveaway entry period begins at **9:00 a.m. Central Time (“CT”) on March 16, 2025** and ends at **5:00 p.m. CT on March 20, 2025** (the “Entry Period”). IHMVCU’s computer is the official timekeeping device for the Giveaway.

3. HOW TO ENTER AND COMPLIANCE WITH OFFICIAL RULES During the Entry Period, entrants must complete the entire entry form available only at the Bettendorf – Competition Drive Branch, 5310 Competition Drive, Bettendorf, Iowa 52722. Entrants must scan the QR code located on the flyer at the branch and submit the required information, including name, phone number, and email address, on the digital form before the end of the Entry Period. **COMPLIANCE WITH OFFICIAL RULES:** Failure to submit all required information in the manner required by these Official Rules may result in disqualification. Entries will not be acknowledged or returned. Proof of submission will not be deemed proof of receipt by IHMVCU. Any submission that does not comply with any aspect of these Official Rules may be rejected by IHMVCU and the entrant disqualified. Potential prize recipients may be required to show proof of being the authorized entrant.

4. AGREEMENT TO OFFICIAL RULES AND DECISIONS. By participating in the **IHMVCU Spring Ice Cream Giveaway**, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of IHMVCU (including, without limitation, decisions regarding eligibility of entries and awarding of prizes), which are final and binding in all respects.

5. PRIZE DISTRIBUTION; ELIGIBILITY; NOTIFICATION. The first fifty (50) eligible individuals who complete and submit the official entry form during the Entry Period will each receive one (1) \$20 Whitey’s Ice Cream gift card, while supplies last. Prizes will be awarded in the order eligible entries are received and verified. Entries must comply with all terms and conditions of these Official Rules to be eligible. If an entry is determined to be incomplete or ineligible, that individual will not receive a prize, and the next eligible entry received will qualify until all fifty (50) prizes have been awarded. No purchase is necessary to enter, and a purchase will not increase or improve your chances of receiving a prize.

6. PRIZE. Subject to the terms and conditions of these Official Rules, fifty (50) prizes will be awarded during the **IHMVCU Spring Ice Cream Giveaway**. Each prize consists of one (1) \$20 Whitey's Ice Cream gift card. Limit one (1) prize per person. The prize must be accepted as awarded and is awarded "AS IS" with no warranty, representation, or guarantee, express or implied, in fact or in law, made by IHMVCU. No substitution, assignment, refund, or transfer of a prize is permitted, except by IHMVCU, which reserves the right to substitute a prize (or component thereof) with another prize of equal or greater value in its sole discretion. Recipients are solely responsible for all costs, fees, taxes, and expenses associated with prize acceptance and use.

7. PUBLICITY. Except where prohibited by law, participation in the **IHMVCU Spring Ice Cream Giveaway** constitutes entrant's consent to IHMVCU's use of entrant's name, likeness, hometown, and state for promotional purposes in any media, worldwide, without further payment or consideration.

8. GENERAL CONDITIONS. IHMVCU reserves the right, in its sole discretion, to terminate, modify, or suspend the **IHMVCU Spring Ice Cream Giveaway** if fraud, technical failures, unauthorized intervention, or any other factor beyond IHMVCU's reasonable control impairs the administration, security, fairness, integrity, or proper conduct of the Giveaway. IHMVCU reserves the right to disqualify any individual it finds to be tampering with the entry process or acting in violation of these Official Rules. Failure by IHMVCU to enforce any term of these Official Rules shall not constitute a waiver of that provision.

9. RELEASE. By entering, each entrant forever and irrevocably releases and holds harmless IHMVCU, their respective parents, subsidiaries and affiliates, and their respective agents, advertising and promotion agencies, affiliates, **IHMVCU Spring Ice Cream Giveaway** partners and prize suppliers, and all of their respective employees, officers, directors, shareholders and agents from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from entrant's participation and/or entry in the **IHMVCU Spring Ice Cream Giveaway** and/or entrant's award, receipt or use of any prize awarded in the **IHMVCU Spring Ice Cream Giveaway**.

10. LIMITATIONS OF LIABILITY. IHMVCU is not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, misdirected or postage due entries or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) the unavailability or inaccessibility of any website or service; (c) unauthorized intervention in any part of the entry process for the **IHMVCU Spring Ice Cream Giveaway**; (d) printing, typographical, electronic or human errors which may occur in the offer or administration of the **IHMVCU Spring Ice Cream Giveaway** or the processing of entries; or (e) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the **IHMVCU Spring Ice Cream Giveaway**, or from viewing, playing or downloading any material from IHMVCU's website(s), regardless of whether the material was prepared by IHMVCU or a third party, and regardless of whether the material is connected to IHMVCU's respective websites by a hypertext link.

This **IHMVCU Spring Ice Cream Giveaway** is not endorsed, sponsored, or administered by Whitey's Ice Cream. Whitey's Ice Cream does not have any responsibility to entrants or participants.

11. DATA COLLECTION. If you enter the **IHMVCU Spring Ice Cream Giveaway** you elect to "opt-in" to receiving marketing or promotional communications from IHMVCU and/or its marketing partners. You may "opt-out" of receiving such marketing or promotional communications by unsubscribing from any communications received from IHMVCU.

12. DISPUTES. Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this **IHMVCU Spring Ice Cream Giveaway**, or any prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in Moline, Illinois; entrant submits to sole and exclusive personal jurisdiction to said courts in the State of Illinois for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering this **IHMVCU Spring Ice Cream Giveaway** but in no event attorneys' fees; and (c) 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 LIMITATION 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 entrant or IHMVCU in connection with the **IHMVCU Spring Ice Cream Giveaway** shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Illinois, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Illinois.

13. OFFICIAL RULES. These Official Rules are available by sending a self-addressed postage-stamped envelope to **IHMVCU Spring Ice Cream Giveaway**, IHMVCU, P.O. Box 1010, Moline, Illinois 61265.

14. WINNERS LIST. The Winners List will be available on April 1, 2024, by sending a self-addressed postage-stamped envelope to **IHMVCU Spring Ice Cream Giveaway**, IH Mississippi Valley Credit Union, P.O. Box 1010, Moline, Illinois 61265.

14. NAME AND ADDRESS OF SPONSOR'S ACTUAL PRINCIPAL PLACE OF BUSINESS.

IH Mississippi Valley Credit Union
2500 River Drive
Moline, IL 61265