

**IHMVCU Mobile Wallet Campaign
Official Rules**

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS GIVEAWAY. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. ELIGIBILITY. The IH Mississippi Valley Credit Union “**Mobile Wallet Campaign**” is offered and open only to persons physically located in and legal residents of Iowa or Illinois. **Mobile Wallet Campaign** is void outside of the Territory and where prohibited or restricted by law. Illinois law governs this giveaway. Employees, officers and directors of IH Mississippi Valley Credit Union (“IHMVCU”), and their respective parents, subsidiaries, affiliates, divisions, advertising and promotion agencies, and the immediate families (defined as parents, spouses, children, siblings, grandparents, and their respective spouses) or members of the same household (whether related or not) of each such employee, officer and director, are not eligible to enter. **Mobile Wallet Campaign**, and any website pages and advertisements relating thereto, is intended for viewing only within the eligible **Mobile Wallet Campaign** Territory, and entrants must be present in the eligible **Mobile Wallet Campaign** Territory at the time they enter.

2. TIMING. The **Mobile Wallet Campaign** entry period begins at **8:00am** Central Time (“CT”) on **Nov. 1, 2022** and ends at **11:59pm** CT on **Jan. 31, 2023** (the “Entry Period”). IHMVCU’s computer is the official timekeeping device for **Mobile Wallet Campaign**.

3. HOW TO ENTER AND COMPLIANCE WITH OFFICIAL RULES. All entries, whether submitted by using an IHMVCU debit or credit card, or by alternate means of entry, as described below, have an equal chance of winning.

There are two (2) methods of entry as follows:

- A. Members of IHMVCU: Each mobile wallet transaction a member makes within the following merchant categories: fuel, groceries, restaurants, discount stores, wholesale stores; with an IHMVCU debit or credit card will qualify as one entry into the monthly sweepstakes.
- B. Members of IHMVCU and Non-Members: Enter the sweepstakes by mail without making a purchase by hand printing your name, complete mailing address, telephone number, date of birth, email address, and the words “**Mobile Wallet Campaign**” on a plain 3”x5” card and mail it in a sealed, stamped and hand printed #10 envelope to: IHMVCU, ATTENTION: “**Mobile Wallet Campaign**”, P.O. Box 1010 Moline, Illinois 61266. Entry must be received during the Entry Period.

Enter as often as you wish by mail. Each mailed entry must be mailed separately and postmarked by the following dates for each contest periods: Drawing 1 for a first prize winner: Postmarked by 12/7/22, Received by 12/13/22; Drawing 2 for a first prize winner: Postmarked by 1/6/23, Received by 1/13/23; Drawing 3 for a first prize winner: Postmarked by 2/5/23, Received by 2/12/23; Drawing 4 for the grand prize winner: Postmarked by 2/5/23, Received by 2/12/23; There is no limit to the number of entries a consumer may submit an entry during the Promo Period, regardless of entry method.

- C. **COMPLIANCE WITH OFFICIAL RULES:** Failure to submit all required information in the manner required in these Official Rules may result in disqualification. Entries will not be acknowledged or returned. Proof of submission will not be deemed to be 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 winners may be required to show proof of being the authorized entrant.

4. AGREEMENT TO OFFICIAL RULES AND DECISIONS. By participating in **Mobile Wallet Campaign**, 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, the selection of entrants and the winners, and the awarding of prizes), which are final and binding in all respects.

5. SELECTION OF WINNING ENTRY; ODDS; NOTIFICATION. By the 15th of every month starting in Dec. 2022, IHMVCU will select one (1) winner from among all eligible entries received for the prior month. Odds of being selected depend on the number of eligible entries received by IHMVCU during **Mobile Wallet Campaign**. The winner selected must comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. The winner will be notified by direct message on Facebook, email or by phone. If the winner cannot be contacted within five business (5) days of the first attempt to contact them then that winner may be disqualified and an alternate winner will be selected by IHMVCU from all eligible non-winning entries received by IHMVCU during the Entry Period. No purchase is necessary to enter, and a purchase will not improve your chances of winning with an entry.

6. PRIZE. Subject to the terms and conditions of these Official Rules, one (1) prize will be awarded to one (1) winner every month during the **Mobile Wallet Campaign**. The prize will consist of and is limited to, **\$500 deposit into their savings account or \$500 check if not a member of IHMVCU**. One (1) grand prize will be awarded to one winner at the end of the **Mobile Wallet Campaign**. The prize will consist of and is limited to, **\$1,000 deposit into their savings account or \$1,000 check if not a member of IHMVCU**. The Prizes must be accepted as awarded, and prize is awarded "AS IS" with no warranty, representation, or guarantee, express or implied, in fact or in law, made by IHMVCU or for which IHMVCU shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. No substitution, assignment, refund or transfer of a prize is permitted, except by IHMVCU, who reserves the right to substitute a prize (or a component thereof) with another prize (or component thereof) of greater or equal value, as determined by IHMVCU in its sole discretion. Winner is solely responsible for any and all costs, fees, taxes and expenses associated with prize award, receipt and use, including, without limitation, all federal, state and local taxes associated with the prize and any travel required to collect the prize. If applicable, prize winner will be issued an IRS Form 1099 for the retail value of the prize. LIMIT: One (1) prize per person or address (physical or email) for **Mobile Wallet Campaign**.

7. PUBLICITY. Except where prohibited by law, participation in **Mobile Wallet Campaign** constitutes entrant's consent to IHMVCU's (and their respective designees', successors' and assigns') use of entrant's name, biography, likeness, voice, photographs, video, opinions, statements, hometown, state

and country for promotional purposes in any manner or media (including, without limitation, online), worldwide, in perpetuity, and without further payment, consideration, notice, review or consent.

8. GENERAL CONDITIONS. IHMVCU reserves the right, in their sole discretion, to terminate, modify or suspend **Mobile Wallet Campaign** if, in their opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of **Mobile Wallet Campaign**, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond IHMVCU's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of **Mobile Wallet Campaign**. In such event, IHMVCU reserves the right (but does not have the obligation) in their sole discretion to award a prize at random from among eligible, non-suspect entries received up to the time of suspected impairment. IHMVCU reserve the right in their sole discretion to disqualify any individual they find to be tampering with the entry process or the operation of **Mobile Wallet Campaign** or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of **Mobile Wallet Campaign** is a violation of criminal and civil laws, and, should such an attempt be made, IHMVCU reserve the right to seek damages and other remedies from any such person to the fullest extent permitted by law. IHMVCU's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.

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, **Mobile Wallet Campaign** 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 **Mobile Wallet Campaign** and/or entrant's award, receipt or use of any prize awarded in **Mobile Wallet Campaign**.

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) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process of **Mobile Wallet Campaign** (e) printing, typographical, electronic or human errors which may occur in the offer or administration of **Mobile Wallet Campaign** or the processing of entries; or (f) 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 **Mobile Wallet Campaign**, 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.

11. DATA COLLECTION. If you enter **Mobile Wallet Campaign** 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 **Mobile Wallet Campaign** 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 **Mobile Wallet Campaign** 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 **Mobile Wallet Campaign** 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 **Mobile Wallet Campaign**, IH Mississippi Valley Credit Union, P.O. Box 1010, Moline, Illinois 61265.

14. WINNERS LIST. The Winners List will be available on February 15, 2023 by sending a self-addressed postage-stamped envelope to **Mobile Wallet Campaign**, IH Mississippi Valley Credit Union, P.O. Box 1010, Moline, Illinois 61265.

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

IH Mississippi Valley Credit Union
2500 River Dr.
Moline, IL 61265