

IHMVCU'S BALANCE BUILDER SAVINGS SWEEPSTAKES OFFICIAL RULES

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

1. ELIGIBILITY. The IH Mississippi Valley Credit Union "**Balance Builder Savings Sweepstakes**" (the "Sweepstakes") is only open to entrants who, as of the entry date, are permanent legal residents of one of the following counties in Illinois: Bureau, Carroll, DeKalb, DeWitt, DuPage, Fulton, Hancock, Henderson, Henry, Jo Davies, Kane, Knox, LaSalle, Lee, Marshall, McDonough, McHenry, McLean, Mercer, Ogle, Peoria, Putnam, Rock Island, Schuyler, Stark, Tazewell, Warren, Whiteside or Woodford County; or one of the following counties in Iowa: Benton, Cedar, Clinton, Delaware, Des Moines, Dubuque, Henry, Iowa, Jackson, Jasper, Johnson, Jones, Lee, Linn, Louisa, Muscatine, Polk, Poweshiek, Scott or Washington County (said counties in Illinois and Iowa are collectively referred to herein as the "Territory") who are eighteen (18) years of age or older. The Sweepstakes is void outside of the Territory listed herein and where prohibited or restricted by law. 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. The Sweepstakes, and any website pages and advertisements relating thereto, is intended for viewing only within the eligible Sweepstakes Territory, and entrants must be present in the eligible Sweepstakes Territory at the time they enter.

2. TIMING. The Sweepstakes entry period begins at **12:00 a.m.** Central Time ("CT") on **January 1, 2021** and ends at **11:59 p.m.** CT on **December 31, 2022** (the "Entry Period"). The Sweepstakes consists of twelve (12) separate entry periods (each a "Monthly Entry Period"). Each Monthly Entry Period will start at 12:00 a.m. CT on the first day of each month and end at 11:59 p.m. CT the last day of each month. IHMVCU's computer is the official timekeeping device for the Sweepstakes.

3. HOW TO ENTER AND COMPLIANCE WITH OFFICIAL RULES

a. **HOW TO ENTER:** There are two (2) ways to enter this Sweepstakes:

- (1) Entrants who meet the Balance Builder Savings ("BBS") qualifications for the prior month will receive one (1) automatic entry in the monthly drawing. The BBS account must be at least two (2) statement cycles old.
- (2) Hand print your name, complete mailing address, telephone number, date of birth, email address, and the words "Balance Builder Savings Sweepstakes" on a plain 3"x5" card and mail it in a sealed, stamped and hand printed #10 envelope to: IHMVCU, ATTENTION: "Balance Builder Savings Sweepstakes", P.O. Box 1010 Moline, Illinois 61266. Your entry must be received during the Entry Period.

b. **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.

c. Limit one (1) entry per person per Monthly Entry Period.

4. AGREEMENT TO OFFICIAL RULES AND DECISIONS. By participating in the Sweepstakes, 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. IHMVCU, in its sole discretion, will randomly select two (2) winners from among all eligible entries received for each Monthly Entry Period. Each Prize Drawing will be conducted within seven (7) days after the end of each Monthly Entry Period. Odds of being selected depend on the number of eligible entries received by IHMVCU

during the Sweepstakes. The winners 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 phone. If the winner cannot be contacted within five (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 Sweepstakes. 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, two (2) prizes will be awarded to two (2) winners during this Sweepstakes. The prize will consist of and is limited to, **one (1) payment of \$500.** Prize will be deposited into winner's BBS account or a check will be issued if the winner does not have a savings account with IHMVCU. The approximate retail value ("ARV") of the prize is **\$500.** Prize 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 in this Sweepstakes per twelve (12) months.**

7. PUBLICITY. Except where prohibited by law, participation in the Sweepstakes 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 reserve the right, in their sole discretion, to terminate, modify or suspend the Sweepstakes if, in their opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, 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 the Sweepstakes. In such event, IHMVCU reserve the right (but do 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 the Sweepstakes 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 this Sweepstakes 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, Sweepstakes 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 Sweepstakes and/or entrant's award, receipt or use of any prize awarded in the Sweepstakes.

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 or the Sweepstakes; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Sweepstakes 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 the Sweepstakes, 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. DISPUTES. Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, 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 Sweepstakes 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 Sweepstakes 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.

12. OFFICIAL RULES. These Official Rules are available by sending a self-addressed postage-stamped envelope to **Balance Builder Savings Sweepstakes, IHMVCU, P.O. Box 1010 Moline, Illinois 61266.**

13. WINNERS LIST. The Winners List will be available after January 31, 2022 by sending a self-addressed postage-stamped envelope to **Balance Builder Savings Sweepstakes, IHMVCU, P.O. Box 1010 Moline, Illinois 61266.**