Advisors Plus 'Carnival of Prizes' Retail Branch Promotion Fall 2020 Official Rules

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Advisors Plus 'Carnival of Prizes' Retail Branch Promotion Fall 2020 (the "Instant Win Game") is open only to legal residents of the 50 United States, the District of Columbia, Guam and Puerto Rico, including U.S. citizens working at branches on U.S. military bases, who are full-time or part-time employees in good standing at a participating PSCU Member-Owner Credit Union branch. Campaign managers and Branch managers are not eligible. Employees, officers, and representatives of PSCU Incorporated, Visa Inc., Visa U.S.A. Inc., Visa International Service Association, Merkle Inc., and their parent, subsidiaries and affiliate companies and all of their respective parents, prize suppliers and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Instant Win Game is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation in the Instant Win Game constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Instant Win Game. Winning a prize is contingent upon fulfilling all requirements set forth herein. There is also an offer (the "Offer") as outlined in Section 4.a below.

2. Sponsor: PSCU Incorporated, 560 Carillon Parkway, St. Petersburg, FL 33716. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Instant Win Game begins on October 1, 2020, at 12:00 a.m. Eastern Time ("ET") and ends on November 30, 2020, at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time-keeping device for the Instant Win Game.

4. How to Enter:

- a. Offer: During the Promotion Period, visit <u>http://pscucarnivalofprizes.com</u> and follow the instructions to complete and submit the registration form including your charter number, credit union name, branch, first name, last name, valid email address and password. Then, follow the links and instructions to read the provided module (the module may include: Consumer Credit; Consumer/Business Credit, Consumer Debit, Consumer/Business Debit, Reloadable Prepaid). The module is as determined by your credit union. After you complete the module, follow the instructions to take the provided quiz. The quiz will contain nine (9) questions. If you score eighty (80) percent or higher on the quiz, you will receive a \$2 Amazon gift code (the "Offer"). Restrictions apply, see amazon.com/gc-legal. If you do not receive a score of eighty (80) percent or higher, you can retake the quiz.
- b. Instant Win Game: During the Promotion Period, after you have passed all available quizzes, submit a Visa® application or referral that leads to an application to your campaign or branch manager. Once validated, you will receive a code ("Code") from your campaign or branch manager. then, visit <u>http://pscucarnivalofprizes.com</u> and follow the instructions to login and submit your game Code. Once your Code has been validated, you will automatically receive one (1) Instant Win Game play. Follow the links and instructions to play the Instant Win Game. The Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

Limit: Each entrant may receive up to three (3) Offers during the Promotion Period; each entrant may receive one (1) game play per submitted application or referral that leads to an application during the Earn Game Play Phase. An employee can only earn one (1) game play for each application. If two employees are responsible for one application, they would both receive a game play. Game Plays will only be distributed for actions that are applicable to the above Visa products the Credit Union is promoting during the Promotion Period. Multiple entrants are not permitted to share the same email

address. Any attempt by any entrant to obtain more than the stated number of plays/Offers by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays/Offers and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration, play or Offer, the authorized account holder of the email address used to register will be deemed to be the entrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider, Internet service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

5. ALL POTENTIAL WINNING PLAYS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING. <u>AN ENTRANT IS NOT A</u> <u>WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME SHOULD SO INDICATE, UNLESS AND</u> <u>UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE</u>. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID, AND WILL NOT BE HONORED.

6. Instant Win Game Prize Selection and Verification of Potential Winners: Receiving a prize is contingent upon compliance with these Official Rules. Administrator is an independent judging organization whose decisions as to the administration and operation of the Instant Win Game and the selection of potential winners are final and binding in all matters related to the Instant Win Game. If any potential winner cannot be contacted, fails to provide any requested information within the required time period (if applicable), or if prize is returned as undeliverable potential winner forfeits the prize. Unclaimed prizes will not be awarded. Prizes will be fulfilled within 72 hours.

Prize Description	Approximate Retail Value	Approximate Odds of Winning
Amazon*** digital gift code	\$1.50	1:2
Barnes & Nobles* digital gift code*	\$10	1:18
iTunes digital gift code**	\$10	1:18
Amazon digital gift code***	\$5	1:11
Target digital gift code****	\$5	1:11
Starbucks digital gift code*****	\$5	1:11

7. Instant Win Game Prizes:

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Sponsor and Administrator are not responsible for complaints or issues regarding codes (claims that code is invalid, insufficient, etc.) and winner should address any such issues with the issuer of the code. No cash or other substitution, assignment or transfer of any prizes permitted, except by Sponsor, who reserves the right to substitute a prize or prize component with cash or another prize of comparable or greater value. Winners are responsible for all federal, state, and local taxes and fees associated with prize receipt and/or use. Prizes will be awarded "as is" with no warranty or guarantee, either express or implied offered by Sponsor.

8. Publicity: Except where prohibited, participation in the Instant Win Game constitutes winner's consent to Sponsor's use of winner's name, likeness, photograph, voice, opinions, biographical information, hometown, and state for promotional purposes in any media without further payment or consideration.

9. General Conditions: Sponsor reserves the right to cancel or modify the Instant Win Game if fraud, technical failures, human error or any other factor impairs the integrity of the Instant Win Game, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. Sponsor 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 Instant Win Game, or to be acting in violation of the Official Rules of this or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Instant Win Game is a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. Release: By receipt of any prize, winner agrees to release and hold harmless Sponsor, Administrator, and any promotional partners, each of their parent, subsidiary, affiliate, and related companies, and each of its and their respective officers, directors, employees, and agents (collectively the "Released Parties") from and against any losses, damages, rights, claim, or cause of action of any kind arising, in whole or in part, directly or indirectly, out of participation in the Instant Win Game or resulting directly or indirectly, from acceptance, possession, use, or misuse of any prize awarded in connection with the Instant Win Game, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy.

11. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Instant Win Game; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, or network hardware, or software; (3) unauthorized human intervention in any part of the entry process or the Instant Win Game; (4) technical or human error which may occur in the administration of the Instant Win Game or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Instant Win Game, or receipt, or use of any prize or while traveling to or from any prize-related activity. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Instant Win Game, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming, or any other

reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

12. Disputes: Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Instant Win Game or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Instant Win Game but in no event attorneys' fees; and (iii) 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 LIMITATIONS 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 the entrant and Sponsor in connection with the Instant Win Game, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

13. Entrant's Personal Information: Information collected from entrants is subject to the Sponsor's Privacy Policy (<u>https://www.pscu.com/privacy</u>).

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