

## **RBFCU 2021 BRIGHTEN YOUR HOLIDAYS OFFICIAL RULES**

NO PURCHASE, OBLIGATION OR TRANSACTION NECESSARY TO ENTER OR WIN. NON-PURCHASE ENTRIES AND PURCHASE ENTRIES HAVE AN EQUAL CHANCE OF WINNING. ODDS OF WINNING DEPENDENT ON NUMBER OF ENTRIES.

### **1. ELIGIBILITY:**

The RBFCU 2021 "Brighten Your Holidays" Sweepstakes ("Sweepstakes") is only offered in Texas and entrants must be legal U.S. residents, 18 years of age or older as of December 27, 2021, excluding residents of Florida, New York, Rhode Island, D.C., Puerto Rico and where otherwise prohibited. Employees, volunteer committee members, and the Board of Directors of RBFCU ("Sponsor"), its subsidiaries, affiliates, distributors, advertising and promotion agencies and their immediate family members (defined as spouses, children, parents, siblings, in-laws) and those living in their households are not eligible. Void where prohibited or restricted by law. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

### **2. TIMING:**

The Sweepstakes begins at 12:00:01 a.m. Central Daylight Time ("CDT") on November 1, 2021 and ends at 11:59:59 p.m. Central Standard Time ("CST") on December 27, 2021 ("Promotional Period.")

### **3. HOW TO ENTER:**

There are three (3) ways to enter during the Promotional Period:

1) Automatic Entry: Eligible RBFCU credit cardholders automatically receive one entry with every purchase transaction using any of the following RBFCU Mastercard® credit cards:

- RBFCU Premier Rate Mastercard
- RBFCU 2% CashBack Rewards Mastercard
- RBFCU Business Select Mastercard
- RBFCU Platinum Preferred Mastercard
- RBFCU Gold CashBack Mastercard
- RBFCU Platinum Reward Points Mastercard

***RBFCU Freedom Debit Card Mastercard transactions are not eligible for entry.*** Mastercard credit cards that are not in default under the terms of the Credit Card Agreement issued by RBFCU are eligible for automatic entry. Purchase(s) must be made by the end of the Promotional Period. Account adjustment transactions, returns, late payment fees, unauthorized transactions, Cash Advances, Balance Transfers, and/or other fees assessed on your account are not considered eligible transactions for automatic sweepstakes entry.

2) New Cardholders will receive one entry for obtaining a new RBFCU Mastercard credit card. Additional entries can be obtained by using the new RBFCU Mastercard credit card for purchases during the Promotional Period in accordance with the Automatic Entry method described above. Use of credit cards is subject to the terms of the Credit Card Agreement and Disclosure Statement.

3) To enter without purchase, obligation, or transaction: Print name, address, email address, age at the time of entry and day and evening phone numbers on a 3" X 5" index card, seal in an envelope and mail to: RBFCU, ATTN: Payment Services - RBFCU 2021 "Brighten Your Holidays" Sweepstakes, P.O. Box 2097, Universal City, Texas 78148-2097. No more than one entry per 3" X 5" card, per envelope is permitted. All mailed entries must be postmarked by December 27, 2021 and received by January 3, 2022 to be entered into the drawing. No mechanical reproductions or other automated means of entry permitted. Incomplete entries or entries not complying with these Official Rules are subject to disqualification, at the Sponsor's sole discretion. Proof of mailing does not constitute proof of delivery. All entries become the property of Sponsor and will not be returned.

#### **4. DRAWING:**

There will be ONE (1) winner at the end of the Promotional Period. The winner will be selected by random drawing from all eligible entries within fifteen (15) business days of the end of the Promotional Period. The decisions of the Sponsor are final and binding in all matters relating to the Sweepstakes. Limit of one prize per person and/or household.

#### **5. ODDS OF WINNING:**

The odds of winning depend upon the total number of eligible entries received during the Promotional Period.

#### **6. PRIZES:**

One winner will receive a check or direct deposit from RBFCU in the amount of \$5,000. No substitutions, cash equivalents, or transfer of prizes permitted except at the sole discretion of the Sponsor. If the winner is part of a joint account, the individual listed as the primary account holder will be considered the winning entrant. Sweepstakes is subject to all applicable federal, state and local laws and regulations. Winner is responsible for the payment of federal, state and local taxes on the prize and for any other expenses not specified. Sweepstakes are void in Florida, New York, Rhode Island, D.C., Puerto Rico and where otherwise prohibited by law.

#### **7. NOTIFICATION:**

The winner will be notified by telephone, email, or certified mail (return receipt requested) within ten (10) business days after the drawing. RBFCU reserves the right to require a signed Affidavit of Eligibility and Liability Release each of which must be returned within ten (10) business days from the request by sponsor for such Affidavit or Release. The prize check will be sent via overnight courier (signature required) after the receipt of the signed Affidavit of Eligibility and Liability Release unless other arrangements are made and agreed to in writing by Sponsor and winner. In the event of non-compliance with these rules, or if the prize or prize notification is unclaimed or returned as undeliverable, the prize will be forfeited and, at Sponsor's discretion, awarded to an alternate winner.

#### **8. GENERAL CONDITIONS:**

By entering the Sweepstakes, entrants agree to be bound by these Official Rules including all eligibility requirements and the decisions of the Sponsor which are final and binding. By entering the Sweepstakes, entrants agree to the use by Sponsor and its designees of their names, cities and states of residence and photographs/likenesses and voices for advertising and promotional purposes for this and similar promotions in perpetuity, in any and all forms of media, now known or hereafter devised (including and without limitation, the Internet) without additional compensation, notification, or permission, except

where prohibited by law. By entering the Sweepstakes, entrants agree that Sponsor may contact entrants to encourage the purchase of Sponsor's products and services. All materials submitted, including Entries, become the sole property of the Sponsor and will not be returned. Potential Winners will be notified by secure message, mail, phone and/or email and must complete, and return the Affidavit of Eligibility/Release of Liability/Prize Acceptance Form, and (where legally permissible) a Publicity Release within five (5) days of attempted notification. The winner's Affidavit Form is subject to verification by Sponsor. The awarding of the prize is contingent on each individual's full compliance with these Official Rules, as determined by Sponsor in its sole discretion. If winner is found to have falsified any data or material, the winner forfeits his/her prize and is disqualified, and an alternate winner will be selected according to the original winner selection method, time permitting. If prize notification is undeliverable or if potential winner does not comply within the applicable time period as stated above, he/she will be disqualified and an alternate winner will be selected. Releases as defined below are not responsible if a Potential Winner does not receive the Winner Notification forms or corresponding Prize because a fraudulent email address or other inaccurate contact information was provided or if the email sent to a potential prize winner is misdirected or bounces back or is intercepted by spam or other email filters.

#### **9. RELEASE AND LIMITATIONS OF LIABILITY:**

Entrants agree to indemnify and hold harmless the Sponsor, its parent, affiliates, subsidiaries, divisions, advertising and promotion agencies, all of their respective employees, directors, officers, shareholders, agents, vendors, successors and assigns (collectively "Releases"), from any injuries, losses, damages, claims and actions of any kind resulting from or arising from participation in the Sweepstakes or acceptance, possession, use, non-use or misuse of the Prize that may be awarded. Releases are not responsible for printing, typographical, human or other inadvertent errors in any Sweepstakes-related materials or other errors relating to or in connection with the Sweepstakes, including without limitation, errors which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of prizes; or for stolen, lost, late, corrupted, misdirected, damaged, incomplete, undecipherable entries; or for transactions that are lost, misdirected, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason, including computer, telephone, paper transfer, or human error or electronic, computer, or telephonic malfunction or error.

If for any reason, the Sweepstakes is not capable of running as planned for reasons which may include without limitation time of war, national emergency, accident, dangerous weather conditions, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism, health crisis such as a pandemic or epidemic or other matters beyond the Sponsor's reasonable control (each a "Force Majeure" event), that corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Sweepstakes and the Sweepstakes is not capable of being conducted as described in these Official Rules, Sponsor shall have the right, at its sole discretion to cancel, terminate, modify or suspend this Sweepstakes in whole or in part, without further liability to the Entrants or third parties. In the event this Sweepstakes is cancelled prior to the stated end date, a notice will be posted at [www.rbfcu.org/sweeps](http://www.rbfcu.org/sweeps); and Sponsor reserves the right to award prizes in a random drawing from among all eligible non-suspect Entries received prior to the time of the action or event warranting such cancellation.

If, in the Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, the Sponsor reserves the right at their sole discretion, to disqualify any individual who tampers with the entry process and void any entries submitted

fraudulently, to modify or suspend the Sweepstakes, or to terminate the Sweepstakes and conduct a random drawing to award the prizes using all transactions and entries received as of the termination date. Sponsor reserves the right to prosecute any individual suspected of tampering with the entry process to create fraudulent entries or to disrupt the operation of the Sweepstakes. Sponsor reserves the right at its sole discretion to disqualify any entrant to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in an unsportsmanlike or disruptive way, or with intent to annoy, abuse, threaten or harass any other person. **CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL & CIVIL LAWS & SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** Sponsor's failure to enforce any terms of these Official Rules shall not constitute a waiver of that or any other provision.

#### **10. PRIVACY & PERSONAL INFORMATION:**

Personal information collected from entrants will be used by Sponsor for the purpose of administering the Sweepstakes only. Sponsor shall not sell, share or otherwise disclose personal information of entrants with third parties, other than to third parties engaged by Sponsor to fulfill the above purposes. In the event of any discrepancy between the privacy policy and these Official Rules, the privacy policy shall control and govern. To review RBFCU's privacy policy please go to <https://www.rbfcu.org/privacy>.

#### **11. DISPUTES:**

Except where prohibited, 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 Sweepstakes, shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice of law or conflict of law rules (whether of the State of Texas, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.

Except where prohibited, as a condition of participating in this Sweepstakes, each participant agrees that any and all disputes that cannot be resolved between the participant and any Released Party, claims and causes of action arising out of or connected with this Sweepstakes, or the Prize awarded, or the determination of the winner must be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will a participant be permitted or entitled to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees or other related legal expenses other than participant's actual out-of-pocket expenses (if any), and participant further waives all rights to have damages multiplied or increased.

**ARBITRATION:** Except where prohibited, entrants agree that (1) any and all disputes, claims and causes of action arising out of, or connected with, the Promotion or any prize awarded shall be resolved individually, and not as a participant in any class action, and exclusively by the appropriate court located in Texas; (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 to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs directly

attributable to participating in this Promotion), and entrant further waives all rights to have damages multiplied or otherwise increased.

**12. SPONSOR & ADMINISTRATOR:**

RBFCU, P.O. Box 2097, Universal City, Texas 78148-2097. If there are any questions regarding the Sweepstakes or these Official Rules, please write to RBFCU, P.O. Box 2097, Universal City, Texas 78148-2097, ATTN: Marketing Department.

**13. COPY OF RULES:**

For an individual copy of Official Rules visit <https://www.rbfcu.org/sweeps>.

**13. WINNER'S LIST:**

To obtain a list of the Grand Prize Winner, visit [www.rbfcu.org/sweeps](http://www.rbfcu.org/sweeps) or send a self-addressed, stamped envelope to be received no later than February 20, 2022 to: 2022 RBFCU Holiday Sweepstakes, P.O. Box 2097, Universal City, Texas 78148-2097, ATTN: Marketing Department/Winner List.

**14. NON-AFFILIATION DISCLOSURE:**

Mastercard is not affiliated with, and neither endorses nor sponsors the RBFCU "Brighten your Holidays" Sweepstakes. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.