

**NO PURCHASE, OBLIGATION OR TRANSACTION NECESSARY TO ENTER THE PROMOTION.**

**A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.**

**THIS PROMOTION IS NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, INSTAGRAM. BY ENTERING, YOU ARE CONFIRMING YOU ARE ADHERING TO INSTAGRAM'S TERM OF USE. VOID WHERE PROHIBITED BY LAW.**

**SPONSOR.** San Diego County Credit Union, PO BOX 261209, San Diego, CA 92196 (“**SDCCU**” or “**Sponsor**”). This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook.

**PROMOTION PERIODS.** The SDCCU High School Takeover with Noah Cyrus Promotion (the “**Promotion Period**”) entry period (the “**Entry Period**”) begins on 4/10/17 at 9:00 a.m. PT and ends at 5/1/17 at 5:00 p.m. PT. Participation in the Promotion does not constitute entry into any other promotion, contest or sweepstakes.

**ELIGIBILITY.** Any legal U.S. resident of the fifty (50) United States and the District of Columbia, excluding New York and Florida, who is at least thirteen (13) years old or older at the time of entry can enter for any San Diego County high school serving grades 9-12 (“**School**”) in the Promotion. Officers, directors, and employees of Sponsor and its parent, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies (all such individuals and entities referred to collectively, the “**Promotion Entities**”), and each of their immediate family members and/or people living in the same household are NOT eligible to nominate or enter. Promotion is void in Florida, New York, Puerto Rico, U.S. territories and possessions, outside of the United States, and where restricted or prohibited by law. Promotion subject to all applicable federal, state and local laws. SDCCU reserves the right to disqualify entrants who fail to follow these Official Rules or who make any misrepresentations relative to the Promotion or redemption of prize. Entries by ineligible persons, fraudulent entries or entries created in error will be disqualified and an alternate entry selected.

**HOW TO ENTER.** Sponsor will create an official High School Takeover with Noah Cyrus entry post (the “**Entry Post**”) on Instagram.com (the “**Website**”). To enter, follow @sdccu on Instagram, “like” our official entry post and post a photo or video to your Instagram feed, showing your school spirit and tag @sdccu and use #SDCCUspirit. Limit one (1) entry per Instagram account. SDCCU will determine a winner from all entries received. The winning School will be announced on or about 5/4/17. Determination of winning School is at Sponsor’s sole discretion.

**GENERAL CONDITIONS OF ENTRY.** SDCCU is not responsible for, and will not accept, lost, late, incomplete, delayed, damaged, destroyed, deleted, erased, stolen or illegible votes. SDCCU will not verify receipt of votes for entrants. Mechanically reproduced votes will not be accepted. Once submitted, all materials become the property of SDCCU and none will be returned. SDCCU assumes no responsibility for any error, problem or malfunction (human, technical, or otherwise) which may occur in the creation, maintenance or processing of votes, or which prevents votes from being created. Sponsor is the official timekeeper for the Promotion. Except as otherwise contemplated in these Official Rules, and to the extent entrants may otherwise elect at the time of submission of the vote, personal information collected in connection with the Promotion will be used in accordance with Sponsor’s online privacy policy located at <http://www.sdccu.com/disclosures>. Any communication or information transmitted to Sponsor by email or otherwise is and will be treated as non-confidential and non-proprietary. Entry must be made by the entrant as set forth above. Tampering with the entry process or the operation of the Promotion, including but not limited to the use of any device to automate the entry process, is prohibited and any votes deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted a vote cannot be resolved to Sponsor’s satisfaction, the affected vote will be deemed ineligible. To obtain the name of the winner or these Official Rules, send a self-addressed, stamped envelope to: San Diego County Credit Union,

SDCCU SKOC High School Takeover with Noah Cyrus Promotion Winners/Official Rules, Attn: Marketing Dept., PO BOX 261209, San Diego, CA 92196. Specify “winners list” or “official rules” in your request.

**AGREEMENT TO OFFICIAL RULES.** Participation in the Promotion constitutes entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of SDCCU, which are final and binding in all matters relating to this Promotion.

**PRIZE; ODDS.** The Grand Prize for the one (1) winning School is \$1,000 and a musical performance by Noah Cyrus on 5/12/17 (Approximate Retail Value (ARV): \$11,000). Prize must be approved by the winning School. The whole prize must be accepted in order to claim the Grand Prize. SDCCU is not responsible for any cancelations by the artist and/or other force majeure event. The odds of winning depend on the number of entries received. Sponsor cannot accurately predict the number of Schools who will participate in the Promotion.

**PRIZE NOTIFICATION.** The potential winning School will be notified via phone, using the publically listed telephone number. SDCCU will make reasonable efforts to contact the winning School. If any potential winning School does not respond to prize notification attempts within two (2) days of the first notification attempt (or such shorter time as exigencies may require), is found to be ineligible, does not sign Sponsor’s required Affidavit of Eligibility, Liability Release and Publicity Release (collectively, the “**Prize Claim Documents**”) or if the School declines the prize for any reason prior to award, such potential winning School will be disqualified and an alternate School may be selected. Sponsor may successively attempt to contact up to two (2) potential winning Schools in accordance with such procedure, and if there is still no confirmed prize winner after such attempts have been made, if any, the applicable prize may go unawarded.

**GENERAL PRIZE CONDITIONS.** Exact prize components are subject to change without notice. No cash alternative or substitution of prizes will be allowed, except Sponsor reserves the right in its sole discretion to substitute prizes of comparable value if any prize listed is unavailable, in whole or in part, for any reason. Prizes will be awarded only if the potential prize winner fully complies with these Official Rules. All portions of the prize(s) are non-assignable and non-transferable. Any prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Promotion materials are for illustrative purposes only. All details and other restrictions of the prize(s) not specified in these Official Rules will be determined by Sponsor in its sole discretion. Each potential winner may be required to execute the Prize Claim Documents. If any potential winner fails or refuses to sign and return all Prize Claim Documents within two (2) days of prize notification (or such shorter time as exigencies may require), the winner may be disqualified and an alternate winner may be selected. In no event will more than the stated number of prizes be awarded. SDCCU reserves the right to void or reverse the awarding of any prizes obtained fraudulently or illegally and to seek appropriate remedies to recover any prizes. **ALL PRIZES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.**

**TAX ISSUES.** SDCCU will report all prize winnings to the appropriate state and federal agencies as required by applicable law. **ALL TAXES, FEES, SURCHARGES OR LIABILITIES ON OR RELATING TO PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNER. PAYMENT OF ANY FEDERAL, STATE OR LOCAL TAXES WILL BE THE OBLIGATION OF THE WINNER AND ANY COSTS NOT SPECIFICALLY IDENTIFIED HEREIN ARE THE RESPONSIBILITY OF THE PRIZE WINNER.**

**PUBLICITY AUTHORIZATION.** By participating in the Promotion, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any entrant in the Promotion, each voter irrevocably grants the Promotion Entities (defined below) and their respective successors, assigns, and licensees, the right to use such voter’s name, photograph, likeness, voice, biographical

information (including, but not limited to occupation), statements, and address (city and state) in perpetuity, in any and all media for any purpose, including, without limitation, advertising and publicity purposes and announcing winners on the radio, as well as in connection with the Promotion, without further compensation and hereby releases the Promotion Entities from any liability with respect thereto.

**GENERAL LIABILITY RELEASE/FORCE MAJEURE:** Each voter agrees that the Promotion Entities and Facebook (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Promotion or any Promotion-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's, or any other person's, computer system which is occasioned by participating in the Promotion, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual's vote(s) and/or designated school who is found to be tampering with the entry process or the operation of the Promotion, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple votes will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Promotion if it determines, in its sole discretion, that the Promotion is technically impaired or corrupted or that fraud or technical problems, failures, or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Promotion as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Promotion as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, extend, or terminate the Promotion. If the Promotion is terminated before the designated end date, Sponsor will (if possible) select the winner in a random drawing from all eligible, non-suspect votes received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. Unless otherwise state in these Official Rules, the invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. Unless otherwise stated in these Official Rules, in the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**GOVERNING LAW/JURISDICTION:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE PROMOTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. FOR THE PURPOSES OF ANY DISPUTES HEREUNDER, BY ENTERING THIS PROMOTION, EACH ENTRANT AGREES THAT ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THIS PROMOTION SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE APPROPRIATE STATE OR FEDERAL COURT SITUATED IN SAN DIEGO COUNTY, CALIFORNIA.

**ARBITRATION PROVISION:** By participating in this Promotion, each voter agrees: (i) that any and all disputes the entrant may have with, or claims entrant may have against, the Promotion Entities relating to, arising out of or connected in any way with (a) the Promotion, (b) the awarding or redemption of any prize, and/or (c) the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (ii) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 1-16; (iii) the arbitration shall be held in San Diego County, California; (iv) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable entrant may have entered into in connection with the Promotion; (v) the arbitrator shall apply California law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (vi) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only entrant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) the arbitrator shall not have the power to award punitive damages against the entrant or Sponsor; (viii) in the event that the administrative fees and deposits that must be paid to initiate arbitration against Sponsor exceed \$125 USD, and entrant is unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on entrant's behalf, subject to ultimate allocation by the arbitrator; (ix) if the entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of entrant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (x) with the exception of subpart (vi) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (vi) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at [www.jamsadr.com](http://www.jamsadr.com).