

**NO PURCHASE, OBLIGATION OR TRANSACTION NECESSARY TO ENTER THE SWEEPSTAKES. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.** This promotion is in no way sponsored, endorsed or administered by, or associate with, Instagram. By participating in this promotion you agree to a complete release of Instagram from any claims.

**SPONSOR.** San Diego County Credit Union, PO Box 261209, San Diego, CA 92196 (“**SDCCU**®” or “**Sponsor**”).

**SWEEPSTAKES PERIOD.** See SDCCU’s official Instagram page at [instagram.com/SDCCU](https://www.instagram.com/SDCCU) for timing details (“Sweepstakes Period”). Entries received prior to or after the Sweepstakes Period are not eligible for the Sweepstakes.

**HOW TO ENTER.** Follow the entry instructions posted on SDCCU’s official Instagram page. Maximum number of entries allowed during the Sweepstakes Period is one per entrant. SDCCU is not responsible for, and will not accept, late, incomplete, damaged, destroyed or illegible entries. Once submitted, all entries 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 Sweepstakes entries, or which prevents entries from being created. The odds of winning depend on the total number of eligible entries received. To obtain a list of winners or these Official Rules, send a self-addressed, stamped envelope to: San Diego County Credit Union, SDCCU Instagram Sweepstakes Winners/Official Rules, Attn: Marketing Dept., PO Box 261209, San Diego, CA 92196. Specify “winners list” or “official rules” and the date of the Sweepstakes in your request.

**ELIGIBILITY.** The Sweepstakes is open to all lawful, permanent residents of the United States, 18 years of age or older and who are not considered a minor in their state of residence. Employees, vendors, Board Members, volunteers and consultants of SDCCU and its subsidiaries, and their immediate family members (e.g. parents, children, siblings, spouse) and members of their households (whether related or not) are not eligible to win. Sweepstakes is void in Puerto Rico, U.S. territories and possessions, outside of the United States, and where restricted or prohibited by law. Sweepstakes 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 Sweepstakes and redemption of prize. Entries by ineligible persons, fraudulent entries or entries created in error will be disqualified and an alternate entry selected.

**AGREEMENT TO OFFICIAL RULES.** Participation in the Sweepstakes 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 Sweepstakes.

**PRIZE DRAWINGS.** Potential winners will be selected from all eligible entries received in a random drawing held by a SDCCU representative. Winners need not be present to win and will be notified via a Direct Message (“**DM**”) from the SDCCU Instagram profile. Entrants may win once during the Sweepstakes Period. SDCCU will make its best reasonable effort to contact all winners. If any potential prize winner 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, or if he or she has not complied with these Official Rules or declines the applicable prize for any reason prior to award, such potential prize winner will be disqualified and an alternate winner may be selected. Sponsor may successively attempt to contact up to two (2) potential prize winners 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. If due to a printing, production or other error, more prizes are claimed than intended to be awarded for any prize level, the intended prizes will be awarded in a random drawing from among all eligible verified and validated prize claims received for the prize level. 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.

**PRIZES.** See the SDCCU Instagram page for prize details. The odds of winning depend on the total number of eligible entries received. No prize substitutions, except at SDCCU's sole discretion or as otherwise provided herein. Prizes are not transferable prior to award. Exact prize components are subject to change without notice.

**GENERAL PRIZE CONDITIONS.** 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 Sweepstakes, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any entrant in the Sweepstakes, each entrant irrevocably grants the Sweepstakes Entities (defined below) and their respective successors, assigns, and licensees, the right to use such entrant'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 Sweepstakes, without further compensation and hereby releases the Sweepstakes Entities from any liability with respect thereto.

**GENERAL CONDITIONS.** SDCCU reserves the right to add, delete or revise these Official Rules as necessary without notice. SDCCU is not responsible for printing errors or omissions.

- These rules supersede any prior published Sweepstakes advertising.
- By entering the Sweepstakes, participants agree to release and hold harmless SDCCU, its subsidiaries, affiliates, directors, officers, employees and agents from any and all liability for any injuries, loss or damage of any kind arising from or in connection with the Sweepstakes or receipt of the Prize. SDCCU and each of its officers, directors, employees, members, representatives and agents are not responsible for any negligence, claims, liability, injury, property loss or other damages of entrants and/or winners arising from, or in connection with acceptance, receipt, possession or use/misuse of prizes awarded or participation in this Sweepstakes.
- SDCCU and its affiliates are not responsible for any error or technical malfunction of any telephone, computer or other equipment which prevents an entry from being made or received during the promotional period. SDCCU is not responsible for any incorrect or inaccurate information, whether caused by tampering, hacking or by any of the equipment or programming associated with the Sweepstakes.
- All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and SDCCU in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the State of California, USA, without regard to choice of law rules.
- Except where prohibited by law, as a condition of participating in this Sweepstakes, entrant agrees that any and all disputes and causes of action arising out of or in connection with this

Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action. **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 reasonable attorneys' fees, other than entrant's out-of-pocket expenses (i.e. costs associated with entering the Sweepstakes) and entrant further waives all rights to have damages multiplied or increased.**

**GENERAL LIABILITY RELEASE/FORCE MAJEURE:** Entrants agree that 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 as, the "Sweepstakes Entities") (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 Sweepstakes or any Sweepstakes-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 Sweepstakes, 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 who is found to be tampering with the entry process or the operation of the Sweepstakes, 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 Sweepstakes, 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 entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes 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 Sweepstakes 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 Sweepstakes 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 Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select the winner in a random drawing from all eligible, non-suspect entries 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 SWEEPSTAKES 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 SWEEPSTAKES, EACH ENTRANT AGREES THAT ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THIS SWEEPSTAKES 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 COUNTRY, CALIFORNIA.

**ARBITRATION PROVISION:** By participating in this Sweepstakes, each entrant agrees: (i) that any and all disputes the entrant may have with, or claims entrant may have against, the Sweepstakes Entities relating to, arising out of or connected in any way with (a) the Sweepstakes, (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 Sweepstakes; (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).

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