



## \$5,000 Sweepstakes Official Rules

The YES to People \$5,000 Sweepstakes (the "Sweepstakes") is a prize-linked promotion offered by Sovita Credit Union (the "Credit Union"), whereby you can nominate a deserving local educational or health care organization to receive a \$5,000 prize. The Sweepstakes will be conducted in two phases. The first phase begins on July 2, 2018 and ends on July 31, 2018 at 5:30 p.m. (the "Application Period"). The second phase will commence on August 15, 2018 and will end on August 22, 2018 at 5:30 p.m. (the "Voting Period"). All times are Eastern Daylight Time as observed in Flint, Michigan. The following Official Rules ("Official Rules") apply to all Sweepstakes participants and Prize recipients.

### 1. The Application Period.

The Application Period will run from July 2, 2018 through July 31, 2018. In order to enter the Sweepstakes, you must submit a fully completed YES to People \$5,000 Sweepstakes Application ("Application") no later than the close of business on July 31, 2018. You may obtain an Application by visiting any Credit Union branch. Completed Applications must be personally delivered to any branch of Sovita Credit Union prior to the close of business on July 31, 2018 in order to be entered in the Sweepstakes.

### 2. Eligibility.

Individuals and organizations that work, reside and/or are located in Genesee, Lapeer, Livingston, Oakland and Shiawassee Counties are eligible to participate in the Sweepstakes, except for the following:

- a. Officials and employees of Sovita Credit Union;
- b. Immediate family members of any official or employee of Sovita Credit Union (parents, spouses, children, siblings).

### 3. The Voting Period.

Completed Applications must be submitted in person at a Sovita Credit Union branch location prior to the close of business on July 31, 2018, in order to participate in the Sweepstakes. No Sweepstakes participant may submit more than one (1) Application for consideration.

The YES to People Committee will review all Applications submitted, and will select five (5) Applications to be voted upon. The five (5) Applications selected will be featured on the Credit Union's website at [www.sovitacu.org](http://www.sovitacu.org).

The Voting Period will commence on or about August 15, 2018 and will terminate at the close of business on August 22, 2018. Votes must be cast electronically during the Voting Period via the Sovita Credit Union website.

The three (3) Applications receiving the most votes will each receive \$5,000 for use on the project/need for which the Application was submitted. No Prize recipient may be awarded more than one (1) \$5,000 Prize.

The Credit Union will announce the Prize recipients following the end of the Voting Period on its Facebook page and/or website.

### 4. Prizes.

The Sweepstakes Prizes are as follows:

Grand Prize – \$5,000  
Second Prize – \$5,000  
Third Prize – \$5,000

Sweepstakes Prize recipients will be determined following the conclusion of the Voting Period by totaling votes received electronically via the Credit Union's website during the Voting Period. Votes submitted by any other means or manner will not be considered or tallied. Votes received prior to the commencement or after the termination of the Voting Period will not be considered or tallied.

Prizes will be awarded to the three (3) Applications receiving the greatest number of votes electronically through the Credit Union's website during the Voting Period. Prizes awarded will be given in order starting with the Grand Prize for the Application receiving the highest number of votes. Chances of winning are dependent upon the number of votes received. Prizes are not exchangeable for credit or kind, in part or in full.

Prizes will be awarded by way of a check made payable to each Prize recipient. Any risk of loss or damage to such checks passes to the Prize recipient upon physical delivery of the check to the Prize recipient. Sovita Credit Union shall not be liable for or obliged to recognize or replace any check that is lost, damaged or stolen where such defect, loss, or damage in respect of the check is due to the fault and/or negligence of the Prize recipient.

## **5. Notification.**

Prize recipients will be contacted via the information listed on the Application. The Sweepstakes participant is solely responsible for providing the Credit Union with accurate contact information.

Prize recipients have 60 days from date the Credit Union sends the Prize recipient notification to respond and claim their Prize. In the event a Prize is unclaimed within that 60-day period, the Application receiving the next highest number of votes during the Voting Period will be determined to be the Prize recipient and will receive the unclaimed Prize.

## **6. Decisions.**

By completing and submitting an Application in the Sweepstakes and/or accepting a Prize, you agree to comply with and be bound by all of the terms and conditions set forth in these Official Rules, and to accept the decisions of Sovita Credit Union as final and binding. Non-compliance with these Official Rules and/or any entry procedure will result in disqualification. All decisions of Sovita Credit Union and the YE\$ to People Committee are final and binding.

## **7. Indemnifications and Warranties.**

Sovita Credit Union makes no representations or warranties of any kind with respect to the Sweepstakes. Any warranty, express or implied, is hereby excluded and disclaimed. By participating in the Sweepstakes, each participant releases and discharges Sovita Credit Union and its officers, directors, employees, shareholders, members and representatives, and agents harmless from any and all liability whatsoever in connection with the Sweepstakes, including without limitation, legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light (collectively "Claims"). Except where prohibited by law, acceptance of a Prize constitutes a release by the Prize recipient of the Indemnified Parties of any and all claims in connection with the administration for the Sweepstakes and the use, misuse or possession of any Prize. Sovita Credit Union reserves the right to disqualify any participant who fails to follow these Official Rules or who makes any misrepresentations relative to the Sweepstakes and/or Prize redemption. Sovita Credit Union further reserves the right to cancel, terminate or modify the Sweepstakes if it is not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort.

## **8. Publicity.**

Each Sweepstakes participant and each Prize recipient consents and agrees to permit the Indemnified Parties to use his/her/its name, voice and likeness on promotional and other materials via all forms of media now known or hereafter devised worldwide, in perpetuity, without any further or additional notice, attribution, permission or compensation (other than the Prize(s) won) to the participant and/or Prize recipient, his/her/its successors or assigns, or any other entity, except where prohibited by law. Each Sweepstakes participant and each Prize recipient also agrees that his/her/its name and/or Prize may be revealed to other Sweepstakes participants upon request.

## **9. Compliance with Law.**

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of Sweepstakes participants, Prize recipients, and the Indemnified Parties in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the State of Michigan and applicable Federal law. Any dispute arising between Sovita Credit Union and any Sweepstakes participant and/or Prize recipient and/or any dispute concerning Sovita Credit Union's administration of the Sweepstakes shall likewise be governed by, and construed in accordance with, the substantive laws of the State of Michigan and applicable Federal law. The Sweepstakes is void where and to the extent prohibited by law.

## **10. Taxes.**

All Prize recipients are solely responsible for all applicable federal, state and local taxes and any expenses associated with the Prize, unless otherwise indicated.

## **11. Miscellaneous.**

Sovita Credit Union reserves the right to amend these Official Rules or discontinue the Sweepstakes at any time. Sovita Credit Union disclaims any responsibility to notify Sweepstakes participants and/or Prize recipients of any aspect related to the conduct of the Sweepstakes. Written copies of these Official Rules are available during normal business hours at any Sovita Credit Union branch location.