

-OFFICIAL RULES-

Balance Transfer Giveaway

1. **SPONSOR**

The Balance Transfer Giveaway (“Contest”) is sponsored by MyUSA Credit Union (“Sponsors”).

2. **ELIGIBILITY**

The Contest is open to those who are at least 18 years old at the time of entry, are a current Ohio resident eligible for MyUSA membership, and hold a valid State-of-Ohio-issued form of identification. Only one individual’s name may be associated with each entry. Employees of the Sponsors, as well as the employees of other companies associated with the promotion of the Contest, and the immediate family (“immediate family” is defined as spouse, son, daughter, sister, brother, mother, father, step-children, step-siblings and step-parents) of each such employee are not eligible. The Contest is subject to federal, state, and local laws and regulations.

3. **AGREEMENT TO OFFICIAL RULES**

Participation in the Contest constitutes entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsors, which are final and binding. Winning the Contest is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein. The Sponsors reserves the right to disqualify a participant if the Contest rules are violated in any way. Official Rules are available during regular business hours at Sponsor’s location: 3600 Towne Blvd. Middletown, OH 45005 and on the contest website, www.myusacu.com/promotions. Official Rules will be provided upon request. Official Rules are subject to change without notice.

4. **CONTEST PERIOD**

The Contest begins on February 20, 2023. The contest ends on April 14, 2023. Entries made before or after the official Contest period will not be eligible to win. Entries will be accepted for the duration of the Contest period.

5. **HOW TO ENTER**

Entrants will receive one entry in the Contest by opening or using a existing MyUSA credit card and transferring a minimum balance of \$1 (regardless of number of balance transfers), within the Contest Period. Eligibility is contingent upon the finalized balance transfer from an outside credit card to a MyUSA credit card within the Contest Period.

By entering the Contest, all entrants agree that the Sponsors may use his/her voice, name, photograph, and likeness for promotional purposes and waives any claim of royalty or right of further remuneration for any such promotional use.

In order to be eligible, all balance transfers must be finalized by April 14, 2023 at 12 PM (EST). The Sponsors and its respective directors, officers, employees, and members assume no responsibility for incorrect, invalid, terminated, or non-functioning e-mails or lost, incomplete, late, illegible, or undelivered entries.

NO PURCHASE IS NECESSARY TO PARTICIPATE OR WIN. The Contest is void where prohibited by law.

Alternate Entry Method- Complete the free entry form at the end of this document and mail it in a sealed, stamped envelope to:

- a. MyUSA Credit Union
ATTN: Marketing
3600 Towne Blvd.
Middletown, OH 45005
- b. Entries submitted by mail must be postmarked no later the cut off dates listed below and must be received no later than 5 days after postmarked date. Limit one (1) alternative entry per person. All qualifying loans will receive one (1) entry. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different addresses, identities, registrations, or any other methods will be void and your entries and you will be disqualified. Use of any automated system to enter is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries all of which will be ineligible to win a prize. Potential winners of any prize may be required to show proof of ID to be awarded the prize. All entries become the sole and exclusive property of Sponsor and will not be returned or cancelled.
- c. NOTE: Submission of an entry form constitutes authorization for MyUSA Credit Union to contact the entrant for the purposes of soliciting new or additional business.

PRIZE

Prize: One(1) statement credit in the amount of the balance transfer up to a maximum of \$1,000 will be awarded to the winner of the drawing on their MyUSA Credit Card. If the Winner's balance is less than \$1,000, the card will be credited in full for the amount of the outstanding balance, with no cash payout. For example, if the Winner's balance is \$837, they will win a \$837 statement credit and no further prize or compensation. There is no alternative prize.

Winner will receive their Prize, subject to payment by the winner of all applicable taxes. The Sponsors and its respective parents, subsidiaries, affiliates, and other companies associated with the Contest make no claims of merchantability of the Prizes.

6. CONTEST ODDS

The odds of being selected as the winner depend on the number of entries into contest. If 2,000 entries are made, the odds of winning are 1:2,000.

7. PRIZE DRAWING

The Winner of the Prize will be determined on Friday, April 14, 2023, at which time the winner will be contacted. Contest entrants need not be present to win.

8. WINNER NOTIFICATION

The Winner will be notified on April 14, 2023.

If a Prize is not claimed, the Sponsors shall donate the unclaimed Prize for educational, civic, public, charitable, patriotic, or religious use.

The Winner may be required to sign a release form in order to claim their Prize, and also provide the Sponsors with a signed statement confirming his or her eligibility under these Rules and applicable law, plus a valid State-of-Ohio-issued form of identification and social security number. By claiming their Prize and signing the release form, the winner releases the Sponsors and its officers, directors, members, employees, subsidiaries and affiliates from any and all claims, liabilities, and/or damages arising directly or indirectly out of the award and/or use of their Prize. The Sponsor is not responsible for illness, death or injury which may be sustained in conjunction with participation in the Contest and/or the use of a Prize awarded.

9. GENERAL CONDITIONS

In the event that the operation, security, or administration of the Contest is impaired in any way, for any reason, including but not limited to fraud or unauthorized human intervention or other technical problems, or in the event that the Contest is unable to run as planned for any other reason, as determined by the

Sponsors in its sole discretion, the Sponsors may, in its sole discretion, either a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or b) award the Prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the legitimate operation of the Contest. Such activities may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. Decisions of the Sponsors are final.

10. RELEASE AND LIMITATIONS OF LIABILITY

Contest participants agree to release and hold harmless the Sponsors and its respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents (“Released Parties”) from and against any claim or cause of action arising out of participation in the Contest or receipt and/or use of a Prize. This includes but is not limited to:

- a) Technical errors associated with the Contest, such as lost, interrupted, or unavailable Internet Service Provider (ISP) access, or network, server, wireless service provider, or related connection errors. Said technical errors may also include the unavailability, limited accessibility, or miscommunication of a failed computer, satellite, telephone, cellular tower, or cable transmission line, or a technical failure or jumbled, scrambled, delayed, or misdirected transmission or computer hardware or software malfunction, or failure;
- b) Unauthorized human intervention in the Contest;
- c) Mechanical, electronic, human, and printing and/or typographical errors;
- d) Application downloads and/or failures;
- e) Issues with the delivery of mailed-in entries due to inaccurate addresses, undeliverable postage, or any occurrence involving the postal carrier service;
- f) Any other errors or problems pertaining to the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the cancellation or postponement of the event, or the incorrect downloading and processing of entries or any Contest-related materials;
- g) Injury, death, loss, or damage of any kind, to persons and/or property which may be caused, directly or indirectly, in whole or in part, from the entrant’s participation in the Contest or acceptance, receipt, or misuse of a Prize (including any travel or activity related thereto). Entrants further agree that in any cause of action, the Released Parties’ liability will be limited to the cost of entering and participating in the Contest, and in no event shall an entrant be entitled to receive attorney’s fees; and/or
- h) Incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest.

Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

11. DISPUTES

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the courts of Butler County, Ohio. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant’s rights and obligations, or the rights and obligations of the Sponsors in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to any

choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Ohio.

12. LEGAL PROCESS

In the event that a Prize winner is subject to, or the subject of, any order or legal process issued by any governmental agency having jurisdiction over the affairs of the winner (e.g., garnishment, child support order, judgment, lien, and the like), the Sponsor's delivery of a Prize to an official representative of the governmental entity claiming a right to the Prize shall be deemed to be the award of the Prize to the winner. The Sponsors shall be entitled to rely in good faith upon any documents presented by the representatives seeking to collect the Prize in lieu of the winner. The Sponsors shall not be liable for any claim by winner for damages incidental thereto.

13. FINANCIAL OBLIGATION

The winner assumes the financial obligation for local, state and federal taxes and all applicable fees based on the value of their Prize. In accordance with IRS regulations, the Prize winner will be furnished an IRS Form 1099 (miscellaneous income). For additional information, winners should consult their tax advisor. The winner will be entirely and solely responsible for paying any such taxes. No other fees, taxes and/or penalties will be paid by the Sponsors in connection with the Contest unless specifically outlined in these rules.

MyUSA Credit Union's Balance Transfer Alternate Entry Form

Please fill out this form completely and legibly to be eligible:

Name: _____ Birthdate: _____

Address: _____ City: _____ State: _____

Zip: _____ Phone: _____ Email: _____

I consent to all Official Rules: Signature: _____