Sweepstakes Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

1. Eligibility

MCT's Credit Union Magical Vacation Sweepstakes (the "Sweepstakes") is open to persons who live, work, or are located in Jefferson, Orange, or Hardin County, Texas, and are at least eighteen (18) years old at the time of entry. Employees of MCT Credit Union, its contractors, and other companies associated with the promotion of the Sweepstakes, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Sweepstakes is subject to federal, state, and local laws and regulations.

2. Sponsor

The Sweepstakes is sponsored by MCT Credit Union, located at 2736 Nall Street, Port Neches, Texas 77651.

3. 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 the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

4. Sweepstakes Period

The Sweepstakes begins on March 8, 2019 at 12:00A CT and ends on May 31, 2019 at 12:00A CT (the "Sweepstakes Period"). Entries that are submitted before or after the Sweepstakes Period will be disqualified. Submissions will be accepted for the duration of the Sweepstakes by the following method:

Online

5. How to Enter

Online: Eligible persons may enter the Sweepstakes by visiting our website (https://www.mctcu.org/MagicalSweepstakes) and following the directions provided to fill out the entry information and submit.

Limit one (1) entry per person, per email address, and per household for the duration of the Sweepstakes Period. Entries received from any person, e-mail address, or household in excess of the stated limitation will be void. All entries become the property of Sponsor and will not be acknowledged or returned.

6. Prize Drawing

On or about June 03, 2019, the Sponsor will select potential winner in a random drawing from among all eligible entries received. The odds of being selected depend on the number of entries received. The Sponsor will attempt to notify the potential winner via telephone or email on or about June 14, 2019. If the potential winner cannot be contacted within five (5) days after the date of the first attempt to contact him/her, the Sponsor may select an alternate potential winner in his/her place at random from the remaining non-winning, eligible entries. Winner may elect at his or her discretion to receive a \$2,000 cash equivalent in lieu of travel grand prize. Any tax obligations are the responsibility of the winner. In accordance with IRS rules, the value of the prize may be treated as income to the winner, and the winner may be responsible for payment and reporting of all applicable taxes. The winner is encouraged to consult his/her tax advisor to determine how receipt of a prize may affect his/her tax obligation.

7. Winner Notification

The potential winners will be notified by email or phone. Each potential prize winner (parent/legal guardian if a minor in his/her state of residence) will be required to complete, electronically sign and submit a Declaration of Compliance within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, or fails to submit the Declaration of Compliance within the required time period (if applicable), or communications regarding the prize are returned as undeliverable, potential winner forfeits prize. If the potential winner is at least 18 but still considered a minor in his/her jurisdiction of residence. Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian, who will be required to sign the Declaration of Compliance on the potential winner's behalf and fulfill any other requirements imposed on winner set forth herein. Potential winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. The prize will be fulfilled approximately 8-10 weeks after the conclusion of the Sweepstakes.

8. Prize

One lucky winner will win an all-expense paid trip up to \$2,000 for two to Orlando, Florida, including:

Airfare for two people

Double occupancy hotel accommodations

Tickets to the local attraction of your choice.

Except as provided in these Official Rules, no transfer, assignment, or substitution of the prize (or any portion thereof) is permitted.

9. Publicity

Winner agrees that Sponsor and its designees may use and disclose, to the extent permitted by law, winner's name, photograph and/or likenesses for advertising, trade and/or any other purposes in any media now or hereafter known throughout the world in perpetuity, without further remuneration, permission, or notification. Sponsor may require winner to complete a Publicity Release upon claiming prize.

10. General Conditions

In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Sweepstakes is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Sweepstakes and, in the event of termination, 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 in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Sweepstakes 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's 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.

11. Release and Limitations of Liability

By participating in the Sweepstakes, entrants agree to release and hold harmless, to the extent permitted by applicable law, the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Sweepstakes, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the "Released Parties)" from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Sweepstakes, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Sweepstakes; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d)application downloads, (e) any other errors or problems in connection with the Sweepstakes, including, without limitation, errors that may occur in the administration of the Sweepstakes, the announcement of the winner, the cancellation or postponement of the event and/or the flyover, if applicable, the incorrect downloading of the application, the processing of entries application downloads or in any Sweepstakes-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the

Sweepstakes or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that, to the extent permitted by applicable law, in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. To the extent permitted by applicable law, entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN KINDS OF DAMAGES, SO APPLICABILITY OF THE FOREGOING MAY VARY BY LOCATION.

12. Disputes

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Texas. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of Texas, 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 Texas.

13. Privacy

Information collected from entrants is subject to Sponsor's privacy policy.

14. Winner List

To request the name of the winner, send a self-addressed, stamped envelope to MCT Credit Union, P.O. Box 279, 2736 Nall Street, Port Neches, TX 77651. Winner List requests will only be accepted after the Sweepstakes end date (listed above). For the Winner List, you may also send an email to <u>KMeaux@mctcu.org</u> after the <u>Sweepstakes</u> end date (listed above).