

## Refer A Friend Summer Fun Package Giveaway

**AGREEMENT TO OFFICIAL RULES:** The Refer A Friend Summer Fun Package Giveaway (the “Promotion”) is available only to legal residents of the state of Michigan, ages 18 and older, and shall be governed by Michigan law. By participating in the Promotion, you agree to abide by and be bound by these Official Rules and the decisions of Alpena Alcona Area Credit Union (AAACU), which shall be final and binding in all matters related to the Promotion.

**ELIGIBILITY:** The Promotion is open and offered only to natural persons who are legal residents of the state of Michigan, aged 18 or older at the time of entry. Employees and officials of AAACU and their immediate families (parent, child, sibling or spouse) and/or persons living in their household, and any other persons or entities associated with this Promotion (“Official Family”) are ineligible to enter the Promotion or win the prize. The Promotion is void outside of the state of Michigan and where otherwise prohibited by law.

**SPONSOR/ADMINISTRATOR:** The Promotion is sponsored and administered by Alpena Alcona Area Credit Union (“Sponsor”), 1100 S. Bagley St., Alpena, MI 49707.

**HOW TO PARTICIPATE:** No purchase or payment of any kind is necessary to enter the Promotion. You may enter the Promotion by any one of the following methods between June 24, 2024 beginning at 9:00 am Est and ending on July 31, 2024 at 4:59 pm Est (the “Entry Period”):

- Refer a new member by completing the online referral form at: <https://www.aaacu.com/benefits-of-aaacu/refer-friends-and-family>
- Enter by sending us a postcard with your name, contact information, including phone number and email address and tell us why you would refer friends and family to join AAACU to Alpena Alcona Area Credit Union PO Box 515, Alpena, MI 49707 Attn: Marketing. Your postcard must be postmarked on or before the end of the Entry Period.

Incomplete or partial entries will not be accepted. Any attempt by any person to enter more than once by using multiple/different, names, identities, or any other methods will void that person’s participation and will result in his/her/their disqualification from the Promotion and/or winning the prize.

**CONDITIONS OF PARTICIPATION:** If for any reason the operation or administration of the Promotion is impaired or incapable of running as planned for any reason, including but not limited to (a) infection by computer virus, bugs, (b) tampering or unauthorized intervention, (c) fraud, (d) technical failures, or (e) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Sponsor reserves the right, in its sole and absolute discretion, to disqualify any person who tampers with the entry process, and/or to cancel, terminate, modify or suspend the Promotion in whole or in part, at any time, without notice and award the applicable prize using all non-suspect eligible entries received as of, or after (if applicable) such cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, in its sole and absolute discretion, to disqualify any person

deemed to be tampering or attempting to tamper with the entry process and/or acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision of the Official Rules. Sponsor reserves the right to amend these Official Rules or discontinue the Promotion at any time.

**DRAWING AND NOTIFICATION:** Each qualified entry received (“Eligible Entry”) will be entered into a random drawing to determine the winners. One (1) winner will be drawn at random. The Sponsor shall notify the winner who will have three (3) days from the date of such notification to claim their prize. If the winner has not claimed their prize within three (3) days, they will be disqualified, and a new winner will be selected to receive that prize.

**ODDS OF WINNING:** Odds of winning will depend on the total number of Eligible Entries received.

**PRIZE:** In the event a Participant is randomly selected, subject to verification of eligibility and compliance with and satisfaction of all circumstances described in these Official Rules, the Participant will be deemed a winning Participant (“Winning Participant”) and will be awarded a prize package including a 22” Blackstone Griddle and 8 pc cleaning kit, RTC 20 Soft Pack Cooler, pair of zero gravity outdoor chairs, 6’x9’ outdoor rug, basket of smores, popsicles and other treats with a value of up to \$600 (“Maximum Value”).

The prize will be awarded to the Winning Participant only. The prize is non-transferable. No family member or other person may accept the prize on behalf of the Winning Participant. If the Winning Participant does not make his/her/their prize election as required, and/or fails to meet Eligibility Requirements and prize conditions, he/she/they will be automatically disqualified.

**PRIZE CONDITIONS:** The Winning Participant will be required to sign an Affidavit of Eligibility and a Liability/Publicity Release and return original signed documents to Sponsor together with an original complete and accurate W-9 form on or before 4:00 p.m. on August 10, 2024, or the prize may be forfeited. In Sponsor’s sole discretion, if the Winning Participant fails to return any completed required document within the specified time period, or if the Winning Participant is not in compliance with these Official Rules and/or Eligibility Requirements, then the Winning Participant shall be disqualified, and an alternative Winning Participant will be selected by random drawing. Sponsor reserves the right in its sole and absolute discretion to substitute the prize with another prize of equal or greater value in the event that the prize (or any component thereof) is not available as determined by the Sponsor in its sole and absolute discretion.

**TAXES AND TAX REPORTING:** Winner is solely responsible for all expenses, costs or fees associated with transportation and acceptance and/or use of the prize not specified herein as being awarded, including without limitation, any and all federal, state, and local taxes (if any). The Winning Participant must provide all information necessary for Sponsor to make required tax reports, including but not necessarily limited to a completed Form W-9. The failure of the Winning Participant to provide such information shall result in the forfeiture of the prize by the Winning Participant.

**RELEASE AND HOLD HARMLESS:** By entering the Promotion, all Participants agree to hold Sponsor and its officers, directors, employees, representatives and agents harmless from any and all liability

whatsoever in connection with the Promotion, including without limitation, legal claims, costs, injuries, losses or damages, demands with respect to (a) any errors that may prevent a person from submitting an entry; (b) unauthorized human intervention in the Promotion; (c) printing errors; (d) errors in the administration of the Promotion or the processing of entries; (e) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participation in the Promotion or receipt of the prize; (f) all claims based on publicity rights, defamation, use of image or likeness and/or breach of any right of privacy; or (g) any other claims or actions of any kind. Except where prohibited by law, acceptance of the prize constitutes a release by the Winning Participant of all claims in connection with the administration of the Promotion and the use, misuse or possession of any prize. Sponsor is not responsible for any printing, typographical, mechanical or other error in the administration of the Promotion or in the announcement of the prize.

**LIMITATION OF LIABILITY:** IN NO EVENT WILL SPONSOR, OR ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS PROMOTION OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE.

**PUBLICITY AUTHORIZATION:** Sponsor may use each Participant's and the Winning Participant's name, voice, entry, likeness and/or city of residence for promotional purposes via any and all forms of media, in perpetuity, without further or additional notice, attribution, permission or compensation, except where prohibited by law. The Winning Participant agrees that his/her/their name and the prize may be revealed to other Promotion Participants upon request.

**COMPLIANCE WITH LAW:** All issues and questions concerning the Promotion, these Official Rules, the rights of the Participants in connection with the Promotion, any dispute arising between Sponsor and/or Administrator and any Promotion Participant and/or any dispute concerning the administration of the Promotion shall be governed by and construed in accordance with the laws of the state of Michigan and applicable Federal law.

**USE OF DATA:** All information submitted will be treated according to Sponsor's Privacy Policy, available at [www.aaacu.com](http://www.aaacu.com). By participating in the Promotion and providing your contact information, all persons entering hereby agree to Sponsor's and Administrator's collection and usage of their personal information and acknowledge that they have agreed to be bound by Sponsor's Privacy Policy.

**WINNERS LIST:** For the names of the winners, email your request before August 30, 2024 to [info@aaacu.com](mailto:info@aaacu.com). In the subject line reference "Refer A Friend Summer 2024 Giveaway Contest".