

**Pioneer Federal Credit Union  
Summer of 65 Contest  
Official Rules**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.**

**1. Eligibility:** Pioneer Federal Credit Union ("Pioneer") Summer of 65 Contest (the "Contest") is open to any natural person who is all of the following: (a) a legal resident of the United States (excluding legal residents of Florida, New York, and Rhode Island) or Canada; (b) eighteen (18) years of age or older at the time of entry; and (c) a Pioneer Federal Credit Union account holder. Employees of Pioneer as well as immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Contest is subject to applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein. An affidavit of eligibility, release of liability, and/or prize acceptance agreement may be required.

**2. Sponsor:** Pioneer Federal Credit Union, 250 W. 3<sup>rd</sup> South, Mountain Home, Idaho 83647.

**3. Timing:** The Contest begins on May 1, 2019 at 7:00 a.m. Mountain Standard Time ("MST") and ends on August 31, 2019 at 7:00 p.m. MST (the "Promotion Period"). Administrator's computer is the official time-keeping device for the Contest.

**4. How to Enter:** There are two (2) methods of entry for this contest:

**a. Online Bill Pay Entry:** During the Promotion Period, all Pioneer members who qualify for and use Online Bill Pay with myPioneer will automatically be entered to win one of ten (10) monthly prizes. Visit <https://www.pioneerfcu.org/BillPay> for information to set up Online Bill Pay.

**b. Personal Teller Machine/myPioneer Personal Assistant Entry:** During the Promotion Period, use a Personal Teller Machine or the myPioneer Personal Assistant app to complete any transaction to be automatically entered to win one of ten (10) monthly prizes. Information can be found at [www.pioneerfcu.org/ptm](http://www.pioneerfcu.org/ptm) and [www.pioneerfcu.org/myppa](http://www.pioneerfcu.org/myppa).

Entrants may enter anytime through the above-mentioned methods. Limit: Use of any automated system other than auto-pay bills to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being an authorized account holder.

**5. Selection of Winners:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Contest and the selection of the potential winners are final and binding in all matters related to the Contest. On or around the 1<sup>st</sup> day of June, July, August and September 2019, administrator will select ten (10) winners based on based on each method of entry listed above. The winners will be notified via phone or email on or around the 5<sup>th</sup> day of June, July, August and September 2019. It is each entrant's responsibility to set his or her account settings to accept contacts by Sponsor and to timely check his or her account for any messages. Sponsor, Administrator, and all Contest entities are not responsible for failure of an entrant to contact Sponsor after being notified that he or she is a potential winner. If a winner cannot be contacted or fails to provide any other requested information within forty-eight (48) hours, the winner forfeits his/her winner status. Only two (2) alternate selections will be held, after which there will be no winner chosen. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner based on a random selection from all remaining eligible entries. Only two (2) alternate selections will be held, after which there will be no winner chosen.

**6. Prizes:** Ten (10) prizes will be awarded for each method of entry. The prizes consist of up-to \$65 worth of bill payment (method a) or a \$65 deposit into winner's account (method b). The prize(s) will be awarded no later than the 5<sup>th</sup> day of June, July, August and September 2019, subject to change. Approximate Retail Value ("ARV") of each prize: \$65. The prize(s) are non-transferable, and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize for one of equal or greater value if the designated prize should become unavailable for any reason. The prize is limited solely to the item explicitly set forth herein and shall not include any and all other expenses, incidentals, taxes, or other costs that may arise out of the winner's acceptance and use of any prize. The winner is responsible for all taxes and fees associated with prize receipt and/or use. Pioneer may issue to

the winner a 1099 IRS tax form for the value of the prize as stated in these Official Rules, and the winner may be required to sign an IRS Form W-9 or the equivalent. Odds of winning the prize depend on the number of eligible entries received during the Promotion Period. Limit: One (1) prize per person. Additional terms and conditions may apply.

**7. Intellectual Property:** Each entrant, upon submission of his/her entry to the Contest, irrevocably grants to Sponsor and each of its licensees, successors, and assigns, a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sublicenseable, and transferable license to use, reproduce, distribute, prepare derivative works of, display, and otherwise exploit the submission, and all images, text, and materials depicted therein, in whole or in part, in any manner or medium now or hereafter known or devised, for any purpose whatsoever, without limitation. To the extent necessary for Sponsor to exercise its rights under the foregoing license, entrants hereby grant Sponsor a perpetual, royalty-free, and irrevocable license to exploit any personality, publicity, or privacy rights in and to entrant's submission and in entrant's likeness as contain therein. Entrants grant permission to Sponsor and their designees to use their name, social media site username, email address, physical address, and photograph in a manner that is associated with entrant's submission, for advertising, trade, and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval. Entrants acknowledge that as a condition of participating in the Contest and/or being selected as a winner, Sponsor may request the entrant's submission, and any rights therein, be assigned to Sponsor, and entrants may be required to confirm such assignment by completing and submitting prize acceptance documents (and any other documents reasonably required by Sponsor) or such entrant will otherwise be disqualified from receiving his/her prize. Entrants must maintain the ability to assign all such rights to Sponsor free of any limitation, restrictions, or third-party obligations. Entrants agree that Sponsor has the sole discretion in determining the extent and manner and use of submissions and are not obligation to use any submission. Entrants agree not to issue any publicity concerning Sponsor. All submissions are available to be viewed by anyone with access to the Internet.

These Official Rules, the Sponsor Site, and all other giveaway-related materials are protected by Sponsor's copyrights. Copying or unauthorized use of any copyrighted materials, trademarks, or any other intellectual property without the express written consent of the owner is strictly prohibited.

**8. Release:** By entering the Contest, entrants agree to release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees, and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize. Entrants agree that the Contest is in no way sponsored, endorsed, or administered by, or associated with, Facebook, Instagram, and Twitter. Entrants also agree that they are providing information to Sponsor and Administrator and not to Facebook.

**9. Use of Data:** Information collected from entrants is subject to Administrator's and Sponsor's Privacy Policy <http://www.pioneerfcu.org/Documents/Disclosures/PrivacyPolicy.aspx>. Sponsor reserves the right to use any information related to the Contest, including information on entrants obtained through the registration for the Contest, in any manner permitted by Sponsor's Privacy Policy or these Official Rules. These Official Rules will govern in the event of any conflict between these Official Rules and Sponsor's Privacy Policy. Each entrant acknowledges and agrees that all entry data becomes the property of Sponsor and will not be returned. By entering the Contest, each entrant grants to Sponsor the right to use any of entrant's information in any media now known or hereinafter known throughout the world, without additional compensation or notification, except to the extent prohibited by law. By accepting a prize, the winner acknowledges and agrees to the use by Sponsor, without additional compensation or notification, of his or her name, email address, physical address, likeness, photograph, voice, and biographical material in any media now known or hereafter devised through the world in perpetuity for Sponsor's advertising, marketing, promotion, or other purpose, except to the extent prohibited by law.

**10. General Conditions:** Sponsor reserves the right to cancel, suspend, and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. 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 Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the

legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**11. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest, if it is possible. No more than the stated number of prizes will be awarded. THE PRIZES ARE GIVEN AWAY BY SPONSOR "AS-IS." SPONSOR DOES NOT MAKE ANY, AND EXPRESSLY DISCLAIMS ALL, WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE CONTEST OR ANY PRIZE, INCLUDING WITHOUT LIMITATION ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NO CONTEST ENTITIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE CONTEST, THESE OFFICIAL RULES, OR ANY PRIZE, HOWSOEVER CAUSED, WHETHER ARISING IN TORT, CONTRACT, STRICT LIABILITY, OR OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALL SUCH DAMAGES ARE HEREBY DISCLAIMED AND EXCLUDED.

**12. Disputes:** These Official Rules are governed by, and must be construed in accordance with, the laws of the State of Idaho (without giving effect to any conflict of laws principles). Except where prohibited by law, any disputes, claims, and causes of action between Sponsor and an entrant arising out of or relating to these Official Rules, the giveaway, or a prize shall be resolved exclusively by arbitration pursuant to the Rules of the American Arbitration Association then effective, and any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred by entrant relating to this giveaway, but in no event attorneys' fees, punitive, incidental, consequential, or other damages. All necessary

proceedings shall take place in Twin Falls, Idaho. Sponsor and each entrant irrevocably waive any objection to the venue and jurisdiction of such courts. If any part of these Official Rules is held by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such part will be modified by such court to the minimum extent necessary to make it enforceable while preserving to the maximum extent possible the original intent of Sponsor, and the remaining parts of these Official Rules will remain in full force and effect.

**13. Representations:** By entering the Contest, each entrant represents and warrants to Sponsor that: (a) the entrant meets all eligibility requirements of the Contest (including, without limitation, that entrant is at least eighteen (18) years of age); (b) the entrant is the owner of the email address through which entrant registered for the Contest; and (c) in entering the Contest, the entrant will comply in all respects with these Official Rules and all applicable statutes, orders, regulations, and other laws.

**14. Winner List:** For a winner list, contact [marketing@pioneerfcu.org](mailto:marketing@pioneerfcu.org). The winner list will be sent upon request after winner eligibility and confirmation is complete.

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