

## **COMMONWEALTH CREDIT UNION MOBILE WALLET FULL RULES**

Commonwealth Credit Union's ("CCU") Mobile Wallet Giveaway (the "Promotion") is a prize-linked promotion where with each mobile wallet transaction, participants will earn 1 (one) chance to win a weekly drawing for \$250. The Giveaway period will run for 9 weeks, from September 1, 2024 to October 31, 2024. The first winner will be drawn on September 10, 2024, with the last winner drawing on November 4, 2024. The following official rules apply to all participants, including the Prize winners.

### **CONSUMER DISCLOSURE**

NO CCU MEMBERSHIP, CCU CREDIT CARD, CCU ACCOUNT, CCU LOAN, OR OTHER PURCHASE IS REQUIRED TO ENTER OR WIN. BECOMING A CCU MEMBER, OBTAINING A CCU CREDIT CARD, OPENING A CCU ACCOUNT, OBTAINING A CCU LOAN, OR MAKING ANY OTHER PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING COMPARED TO NON-PURCHASE ENTRY. NON-PURCHASE ENTRIES AND PURCHASE ENTRIES HAVE AN EQUAL CHANCE OF WINNING. PROMOTION IS VOID IN RHODE ISLAND, FLORIDA, NEW YORK, AND WHERE PROHIBITED BY LAW.

There will be one (1) winner selected at random at the end of each week during the Mobile Wallet Giveaway, September 10, 2024 - November 4, 2024, nine (9) prize winners total. Each of the winners, upon confirmation of eligibility and compliance with the Promotion rules, will receive the following or an alternative cash-equivalent: a \$250 prize . The winners are responsible for all taxes and fees associated with the prize receipt and its use. CCU may announce the winners in any manner, including via Facebook Live @commonwealthcreditunion.

An alternative cash Prize of equal value will be available to a winner who enters through an alternative method of entry and does not make a mobile wallet transaction with a CCU credit or debit card.

### **PROMOTION PERIOD**

The Promotion begins at 12:00:01 A.M. Eastern Time on September 1, 2024, and ends at 11:59:59 P.M. Eastern Time on October 31, 2024 ("Promotion Period").

## **ELIGIBILITY**

The Promotion is open only to legal residents of forty-seven (47) United States (excluding those listed above) and District of Columbia who (1) at the time of entry are 18 years of age or older and (2) are not otherwise ineligible to participate in the Promotion under these rules. The Promotion is void where prohibited. CCU employees, affiliates, shareholders, officers, directors, agents, representatives, and each of their immediate family members (spouse, parents, children, and siblings, regardless of where they live), and each individual living in the same household as any such individual, whether related or not, are ineligible to participate in the Promotion. Entities and CCU members who are commercial/business members are ineligible to participate in the Promotion. The Promotion is subject to all applicable federal, state, and local laws. The Promotion is governed by the laws of the United States and the State of Kentucky.

## **AUTOMATIC ENTRY**

There is one (1) way an individual can be automatically entered into the Promotion as a participant. With each mobile wallet transaction, members will earn one (1) chance to win a weekly drawing for \$250.00 that will begin each Monday for the previous week for Nine (9) weeks, starting September 10 with the last drawing on November 4, 2024. Commercial/business credit and debit card transactions are not eligible.

## **ALTERNATE METHOD OF ENTRY – MANUAL ENTRY**

This Promotion does not require a person to open a CCU credit card, spend on or transfer amounts to a CCU credit card, have or obtain a CCU vehicle loan, have or obtain a CCU home equity line of credit, have or obtain a CCU mortgage, or become a CCU member to enter the Promotion, or win. Instead of entering the Promotion automatically through the automatic entry described above, an otherwise eligible person may enter the Promotion manually by U.S. Mail without purchase or other obligation. To enter by mail, hand-print your complete name, street address, city, state, ZIP code, daytime and evening telephone numbers (including area code), and valid email address on an 8.5" x 11" sheet of paper, and mail it in a business-size (#10) envelope with sufficient postage affixed to: Commonwealth Credit Union, Attn: Marketing – Mobile Wallet Giveaway, 1425 Louisville Road, Frankfort, KY 40601.

Mailed entries must be postmarked and received during the Promotion Period in order to be included in the random drawing. Only one alternate method of entry per household per drawing will be accepted.

## **DETERMINATION OF WINNER**

One (1) potential winner will be selected the following week from the transaction period throughout the Promotion Period, September 1, 2024 - October 31, 2024, from all eligible participants, including automatic and manual entrants. There will be nine (9) winners in total at the end of the promotion. CCU will conduct a random drawing to determine the winners. Each eligible participant will be entered into the drawing. CCU will conduct the drawing in accordance with these rules and determine the winner. CCU's decisions are final and binding on all matters relating to this Promotion. All winners will be contacted by or on about Friday, November 8, 2024.

## **ODDS**

One (1) potential winner will be selected each week from Tuesday, September 10 through Monday, November 4, 2024, from among all eligible participants, including automatic and manual entrants. CCU will conduct a random drawing to determine the prize winner. The actual odds of winning depends upon credit card usage. CCU will conduct the drawing in accordance with these rules and determine the winner. CCU's decisions are final and binding on all matters relating to this Promotion.

## **NOTIFICATION OF WINNER**

CCU will notify the potential Prize winners in person, by mail, by telephone, or by email by or on about Friday, November 8, 2024. The potential Prize winners will, within five (5) days of notification, be required to: (1) verify their eligibility, (2) confirm their mailing addresses for purposes of prize fulfillment, (3) execute and return an affidavit of eligibility, a liability release, and a publicity release where legal, and (4) acknowledge that the IRS considers bonus monies reportable interest income and that they will receive a 1099-INT form from CCU related to the bonus monies. Any failure to timely comply with any of these requirements, or any other requirement of these rules (including ineligibility) will disqualify the potential Prize winners. CCU's inability to contact the potential Prize winners within the period that CCU determines to be a reasonable time period, or the return of notification as undeliverable, will

result in the potential Prize winner's disqualification. CCU's determination regarding disqualification is final and binding.

If a potential Prize winner is disqualified for any reason, CCU will select an alternate potential Prize winner to be the potential Prize winner subject to these rules, in which case the notification and qualification process above will apply to that potential Prize winner. This alternate selection may be made by drawing alternates in the initial drawing or by conducting the drawing again on the same terms as the initial drawing, in which case the new drawing will be subject to these rules as if it was the initial drawing.

CCU disclaims any responsibility to notify Promotion participants, or the Prize winners of any aspect related to the conduct of the Promotion, except as expressly provided in these rules.

## **THE PRIZES**

There will be one (1) Prize given out each week of the Promotion, each Prize winner will receive the following: a \$250 cash prize. Nine (9) Prize winners total. CCU will pay the Prize to the Prize winners by CCU check within a reasonable period of time after the Prize winners are determined and all requirements of these rules are satisfied. A participant may not transfer the Prize or any entry or other rights or obligations under these rules. Prize substitutions are not allowed.

## **TAXES**

The Prize winners are responsible for all applicable federal, state, local, and other taxes and any expenses or fees associated with the Prize. CCU may withhold any taxes or other amounts from the Prizes to the extent required by applicable law.

## **CONDITIONS OF PARTICIPATION**

By entering, participants in the Promotion, including the Prize winners, agree to be bound by these rules, including all eligibility requirements and the decisions of CCU, which are final and binding. By accepting one of the Prizes, the winners consent to the use of their name, image, likeness, photograph, voice, and biographical material

for advertising, publicity, and promotional purposes by CCU, in any and all media now or hereafter devised, including but not limited to, any social platform and other online announcements, worldwide in perpetuity, without additional compensation, notification, or permission, except where prohibited by law.

Participants in the Promotion agree to release and hold harmless CCU from any claims, actions, injury, loss, or damage of any kind, including but not limited to personal injury or death, resulting, directly or indirectly, in whole or in part, from participating in this Promotion or from the acceptance, possession, or use or misuse of the Prize. This limitation of liability is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect, or consequential damages; loss of data, income or profit; loss or damage to property; and claims of third parties. Participants in the Promotion agree that CCU has neither made nor is in any manner responsible or liable for any warranty, representation, or guarantee, statutory, express or implied (including but not limited to, the implied warranties of merchantability, title, and fitness for a particular purpose), in fact or in law, relative to the Promotion.

CCU is not responsible for lost, late, illegible, misdirected, inaccurate, incomplete, undelivered, damaged, delayed, garbled, postage-due, or stolen mail, entries, or transactions; for transactions that are lost, misdirected, or fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly; or for any other errors or problems of any kind, whether typographical, printing, mechanical, human, electronic, or otherwise, relating to or in connection with the Promotion, including, without limitation, any error or problem that may occur in connection with the administration of the Promotion, the processing of entries, the announcement of the Prizes, the cancellation or postponement of the Promotion, each Prize itself, or in any materials related to the Promotion.

## **GENERAL**

As part of this Promotion, CCU will collect information from participants solely for the purpose of the Prize drawing and notifying the winners. CCU will not share this information with any third party (except as necessary for the administration of the Promotion), nor attempt to contact any participant unless the participant has agreed to receive further information on CCU's products and promotions or otherwise consented in accordance with law.

CCU reserves the right to request and review information regarding potential Prize winners, and entry in the Promotion constitutes the participant's permission for CCU to conduct such review. CCU reserves the right, at its sole discretion, to disqualify a potential Prize winner based on the results of its review of information.

Entry materials that have been tampered with or altered are void. CCU reserves the right, in its sole discretion, to cancel or suspend part or all of this Promotion at any time without notice and for any reason, including if there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Promotion, or if virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness, or integrity and proper play of the Promotion. In the event of cancellation, CCU may void any entries it suspects are at issue and, at its discretion if terminated, award prizes in a random drawing from among all non-suspect, eligible entries received up to the date of cancellation.

**Caution:** Any attempt by a participant or any other individual to damage or undermine the legitimate operation of the Promotion may be in violation of criminal and civil laws and, should such an attempt be made, CCU reserves the right to seek any and all remedies available from any such person to the fullest extent permitted by law, including criminal prosecution. CCU's failure to enforce any term of these rules does not constitute a waiver of that or any other provision. CCU reserves the right to disqualify participants who violate these rules or interfere with this Promotion in any manner.

## **DISPUTES AND ARBITRATION**

Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these rules, or the rights and obligations of a participant or CCU in connection with the Promotion, will be governed by, and construed in accordance with, the laws of the State of Kentucky, without giving effect to any choice of law or conflict of law rules that would cause the application of the laws of any jurisdiction other than the State of Kentucky. Exclusive jurisdiction and venue for any litigation will be in the federal and state courts located within Franklin County, Kentucky.

Except where prohibited by law, as a condition to participating in this Promotion and being eligible to receive the Prize, each participant agrees that (i) any and all disputes and causes of action arising out of or connected with this Promotion, or

prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and be held in Frankfort, Kentucky; (ii) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (iii) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will a participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Promotion), and participant further waives all rights to have damages multiplied or increased.

### **NAME OF PRIZE WINNERS**

For the name of the Prize winners, available after November 15, 2024, mail a self-addressed, stamped envelope to: Commonwealth Credit Union, Attn: Marketing – Mobile Wallet Giveaway, 2024, Frankfort, KY 40601.

### **RIGHT TO AMEND OFFICIAL RULES**

CCU reserves the right to amend these rules or discontinue, modify, revise, or amend the Promotion at any time.

### **SPONSOR AND ADMINISTRATOR**

Commonwealth Credit Union is the Promotion's sponsor and administrator. For more information, call (800) 228-64220 or write us at:

Commonwealth Credit Union  
Attn: Marketing – Mobile Wallet Giveaway  
1425 Louisville Road, Frankfort, KY 40601