# TRAILNORTH FEDERAL CREDIT UNION 70<sup>TH</sup> ANNIVERSARY GIVEAWAY OFFICIAL RULES

No purchase is necessary to enter this giveaway. Each giveaway entry will have an equal chance of winning.

By participating, you agree to be fully and unconditionally bound by these Official Rules, and you represent and warrant that you meet the eligibility requirements. In addition, you agree to accept the decision of TrailNorth Federal Credit Union ("TrailNorth") as final and binding as it relates to the content of this giveaway.

## **Eligibility:**

The TrailNorth 70<sup>th</sup> Anniversary Giveaway (the "Giveaway") is open to all eligible TrailNorth members who are legal residents in the United States and are at least eighteen (18) years of age at the time of entry. The Giveaway is subject to all applicable federal, state, and local laws, and regulations. Void where prohibited by law. The Giveaway eligibility is determined by TrailNorth. Eligibility determination is final.

TrailNorth members must have all accounts and loan(s) in "good standing" in order to be eligible to participate in the Giveaway. A TrailNorth member in "good standing" is a member who (a) maintains at least the minimum shares set forth in Article III, Section 1 of the TrailNorth Federal Credit Union bylaws; (b) is not significantly delinquent on any TrailNorth loan; (c) has not had any account with TrailNorth closed due to abuse or negligent behavior; (d) has not caused a financial loss to TrailNorth; and (e) has not engaged in violent, belligerent, disruptive, or abusive activities, such as:

- Violence, intimidation, threats, harassment, or physical or verbal abuse of duly elected or appointed officials or employees of TrailNorth, members, or agents of TrailNorth; including actions while on TrailNorth premises and through use of telephone, mail, email or other electronic methods;
- Damaging or threatening damage to TrailNorth property;
- Unauthorized use or access of TrailNorth property;
- Knowingly disseminating incorrect, misleading, confidential, or proprietary information regarding TrailNorth; or
- Any actions that may cause material risk or financial harm to TrailNorth.

Additionally, the following TrailNorth members are not eligible to participate in the Giveaway: (1) Employees, officers, board members and other officials of TrailNorth; (2) Individuals employed or associated with subsidiaries and affiliates of TrailNorth, (3) Individuals employed by an advertising or promotional agency involved in the promotion of the Giveaway; (4) Individuals employed by another enterprise that contributed promotional consideration, such as prizes, administrative or hosting services for the Giveaway; and (5) Family members of any individual mentioned in categories 1-4 above.

## **Giveaway Period:**

The Giveaway runs from January 1, 2024, at 12:00 a.m. Eastern Standard Time ("EST") and ends June 5<sup>th</sup>, 2024, at 12:00 p.m. EST (the "Giveaway Period"). Submissions before or after the Giveaway Period will not be counted. Following the expiration of the Giveaway Period, a random drawing ("Drawing") will be held on June 6<sup>th</sup>, 2024, by TrailNorth to determine the winner of the Giveaway.

## **How to Participate:**

No purchase is necessary. During the Giveaway Period, you will be automatically entered into the Drawing when you interact with our Instagram post in the manner indicated within the post. You may also enter the Drawing online at https://www.trailnorth.com/anniversary or by completing the registration form within one of our TrailNorth branch locations. The winner will be randomly drawn from all automatic and submitted entries for the Drawing. Limit of one entry per entrant. Once submitted, entries become the sole property of TrailNorth and will not be acknowledged or returned. TrailNorth recognizes that members may choose to use any, all or no available social media outlets. Entrants acknowledge and agree that giveaway contests may not be advertised simultaneously across all of our available channels (website, Facebook, Instagram or X).

Incomplete entries or entries that are not in alignment with these Official Rules will be disqualified. TrailNorth is not responsible for any issues or problems associated with submitting Giveaway entries, including but not limited to, entries that are late, incomplete, or cannot be completed due to electronic or technical difficulties, even if the problem is the result of the sole or partial negligence or error of TrailNorth.

You may only enter the Drawing once. You may not enter the Drawing more than once, including but not limited to, the use of multiple email addresses, identities, or devices in an attempt to circumvent these Official Rules. If you use fraudulent methods or otherwise attempt to circumvent these Official Rules, your submission may be removed from eligibility at the sole discretion of TrailNorth.

#### **Prize and Value:**

There will be one (1) grand prize of \$700 (the "Prize"). The total maximum value of the Prize is \$700. The total number of prizes is one (1). The Prize may be awarded in any of the following forms, at TrailNorth's sole discretion: check, gift card, item, or payment credit to the TrailNorth winning member.

#### **Winner Notification and Prize Claims:**

The winner of the Prize (the "Winner") will be notified by phone, social media or e-mail within one (1) to two (2) business days after the Drawing. Failure to respond within seven (7) business days notification will result in forfeiture of the Prize. Odds of winning depend on the number of entries received.

If (i) the Prize is unclaimed or returned as undeliverable or (ii) the Winner is found to be ineligible or not in compliance with these Official Rules, the Prize shall be forfeited and may, at TrailNorth's sole discretion, be awarded to an alternate Winner. The Prize may not be awarded if not properly claimed.

### **Additional Terms:**

No substitution or transfer of prize permitted by a Winner. TrailNorth reserves the right to substitute a prize of equal or greater value. All entrants, by participating in the Giveaway or by acceptance of any such prize, accept and agree to be bound by these Official Rules. TrailNorth reserves the right to change any of the terms in these Official Rules or to discontinue this Giveaway at any time without advance notice. TrailNorth reserves the right to disqualify entrants who fail to follow these Official Rules or who make any misrepresentations relative to the Giveaway and/or redemption of the prize. No cash value will be awarded if the event or prize is nullified by TrailNorth. Social media giveaways hosted by TrailNorth are in no way sponsored, endorsed, administered by, or associated with Instagram or any other social media channels utilized.

#### Taxes:

TrailNorth will report all prize winnings to the appropriate agencies as required by applicable law. Winners are solely responsible for all local, state or federal taxes.

## **Limitation of Liability:**

By entering the Giveaway, each entrant unconditionally releases, discharges, and waives all right to, and agrees to indemnify, defend, and hold TrailNorth, its affiliates and subsidiaries, and each company's respective officers, directors, employees, independent contractors, representatives, and agents ("Releasees") harmless from and against, any claim, liability, loss, demand, action, and damage (including without limitation, punitive, incidental, special, indirect, incidental, exemplary and consequential damages), or expense (including attorneys' fees and costs) arising out of, related to, or in connection with participation in the Giveaway or the acceptance, use, or misuse of any prize. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. Releasees will not be responsible for: late, incomplete, or incorrect entries; an entrant's failure to receive prize notices for any reason, including without limitation, due to an entrant's spam, junk e-mail, or other security settings; an entrant's provision of incorrect or otherwise non-functioning contact information; technical, hardware, or software malfunctions, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or used in the Giveaway; any human error which may occur in the processing of the entries in the Giveaway; or any typographical, technological, or other error in the publishing of the offer, administration of the Giveaway, announcement of the prize or any other matter arising out of or related to the Giveaway or any prize, or otherwise. If, in TrailNorth's opinion, there is such an error, or there is any suspected evidence of tampering with any portion of the Giveaway, or if technical difficulties (including without limitation, viruses or bugs) compromise the integrity of the sweepstakes, TrailNorth reserves the right to cancel or modify the Giveaway in a manner deemed appropriate by TrailNorth in its sole discretion.

#### **Publicity:**

By participating, you agree to permit TrailNorth to utilize your name and likeness in promotional and other credit union materials without additional compensation or permission, except where prohibited by law. Each entrant authorizes TrailNorth to use any entry at the credit union's sole

discretion for future advertisement or publication purposes and relinquishes any and all rights to any future compensation or remuneration based on such use.

## **Privacy Policy:**

Information submitted with an entry is subject to the Privacy Policy posted on the TrailNorth website, available at https://www.trailnorth.com/files/trailnorth/1/file/Forms/Privacy\_Policy.pdf.

### **Choice of Law and Forum:**

You agree that all matters arising out of or relating to the Giveaway and these Official Rules are governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any of its conflict of laws provisions thereof. You further agree that any legal suit, action, or proceeding arising out of or relating to the Giveaway and these Official Rules shall be brought exclusively in the applicable federal or state courts located in the Northern District of New York, and you expressly and irrevocably consent and submit to the personal and subject matter jurisdiction of such court and waive any right to bring any suit, action or proceeding except in those courts.

# **Giveaway Sponsor:**

The Giveaway is sponsored by: TrailNorth Federal Credit Union 1172 NYS Route 9N Ticonderoga, New York 12883

Any questions regarding the Giveaway should be directed to jpribble@trailnorth.com