

Texell Credit Union Win This Kona Sweepstakes Official 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.

Participation constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules. The Texell Credit Union "Win This Kona" Sweepstakes begins at 12:00 a.m. Central Daylight Time on January 9, 2023, and ends at 11:59 p.m., Central Daylight Time on December 1, 2023 ("Sweepstakes Period"). Sweepstakes is sponsored by Texell Credit Union (the "Sponsor"), 17 S. 1st Street, Temple, TX 76501, who is solely responsible for all aspects of this Sweepstakes.

Eligibility: Sweepstakes is open to all legal residents of the United States and District of Columbia and are at least 18 years of age or older as of the Sweepstakes End Date. Employees, officers, and directors (including immediate family members and members of the same household) of the Sponsor, and any other entities directly associated with this sweepstakes are also not eligible to participate. All federal, state, and local laws and regulations apply. Void where prohibited.

Ways to Enter:

Eligible participants can be entered into the Sweepstakes by:

- 1) Being a member of Texell Credit Union in good standing (as defined in Sponsor's Membership and Account Agreement) on December 2, 2023, at 12:00 a.m. Central Daylight Time.
- 2) Writing your name, a complete, valid mailing address; a complete, valid daytime phone number; and a complete, valid email address on a white, 3 x 5 index card using black ink and mailing to:

Texell Credit Union
Win This Kona Sweepstakes
PO Box 983
Temple, TX 76503-0983

Entries must be received between January 9, 2023, at 12:00 a.m. Central Daylight Time and December 1, 2023, at 11:59 p.m. Central Daylight Time.

LIMIT one entry per person. Once submitted, an entry cannot be deleted, canceled, or modified.

Drawing and Notification: The winner will be selected, from among all eligible entries

received, in a random drawing on or about December 15, 2023. Odds of winning will depend on the total number of eligible entries received. The winner will be contacted by the phone number and email address that they submitted on their entry form or that Sponsor has on file for members in good standing.

Prizes: Following the conclusion of the Sweepstakes, one (1) winner will receive a 2023 Hyundai Kona SEL 4dr All-Wheel Drive (vehicle) which has a Manufacturer's Suggested Retail Price ("MSRP") of approximately \$27,379.

Prize Conditions: By accepting the prize the winner agrees to release the Sponsor and any other entities directly associated with this sweepstakes from any and all liability whatsoever for any injuries, losses, or damages of any kind caused by entering the sweepstakes or for damages of any kind caused by any prize or resulting from acceptance, possession, or use/misuse of prize awarded. The winner will be solely responsible for all title, license and registration fees as well as all federal, state and local taxes. No substitution or transfer of prize or election of cash in lieu of prize will be permitted. Decisions of the Sponsor are final and binding. The winner must provide proof of valid insurance and a valid driver's license and take delivery within thirty (30) days of being awarded the prize. The winner is responsible for pick up of the prize from 5 S 1st Street, Temple, TX 76501. Sponsor not responsible for shipping, delivery or any associated costs or fees.

The winner will be required to disclose his/her social security number for the purpose of issuance of a 1099 Form for tax purposes. If potential winner cannot be reached within three (3) calendar days from the first notification attempt or if a potential winner is not in compliance with these Official Rules, then such person shall be disqualified and an alternate winner will be selected for the prize at issue. All taxes, if applicable, are the sole responsibility of the winner. The winner's entry and acceptance of the prize offered constitutes permission (except where prohibited) for the Sponsor to use said winner's name, photograph, likeness, statements, biographical information, voice and address (city and state), in all forms of media, in perpetuity, without notice or further compensation. The winner may be required to sign a release and consent to the foregoing as a condition of claiming the prize.

Internet Limitations of Liability: If for any reason this Sweepstakes is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the prize using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Sponsor is not responsible for late, lost or misdirected entries, or for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on

account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON (S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

Use of Data: Sponsor will be collecting personal data about entrants in accordance with its Privacy Policy. Please review the Sponsor's Privacy Policy at the following link: <https://www.texell.org/assets/files/oLkAgyKf>. By participating in the Sweepstakes and providing your mailing address, phone number and e-mail address, entrants hereby acknowledge and agree to Sponsor's collection and usage of their personal information as stated in the Sponsor's Privacy Policy.

Terms & Conditions: This Sweepstakes is subject to all applicable federal, state, and local laws. By entering the Sweepstakes, entrants agree to release, discharge, indemnify and hold harmless the Sponsor and its parent company, and any other entities directly associated with this sweepstakes from any and all liability, loss, damage or injuries to any person (including death) or property of any kind sustained in connection with their participation in the Sweepstakes or from their acceptance, receipt, possession and/or use or misuse of the prize, or for any typographical or other error in the printing, offering or announcement of the prize. ENTRANTS FURTHER ACKNOWLEDGE THAT SAID PARTIES HAVE NEITHER MADE NOR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION OR GUARANTEE EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE PRIZE, INCLUDING, BUT NOT LIMITED TO, ITS QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. Any person attempting to defraud or in any way tamper with the Sweepstakes mechanics and/or implementation will be prosecuted to the fullest extent of the law. By participating, entrants agree to be bound by these Official Rules and waive any right to claim ambiguity in the Sweepstakes or these Official Rules. Sponsor reserves the right to disqualify any entrant that Sponsor determines, in its sole discretion, violates these Official Rules. This Sweepstakes is void where prohibited.

DISPUTES: Except where prohibited, entrants agree 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 Bell County, Texas. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.

Official Rules by Mail: For your own copy of the Official Rules, send a self-addressed stamped envelope to Texell Credit Union "Win This Kona" Sweepstakes Official Rules Request, PO Box 983, Temple, TX 76503-0983, for receipt by December 1, 2023.

Winner List Requests: To request confirmation of the name of the winner, please send a self-addressed, stamped business-size envelope, by December 31, 2023, to: Texell Credit Union "Win This Kona" Sweepstakes Winner List Request, PO Box 983, Temple, TX 76503-0983.

Sponsor: Texell Credit Union, PO Box 983, Temple, TX 76503-0983.