

MAGIC ADVENTURE SWEEPSTAKES

excite[®]
THE COMMUNITY'S
CREDIT UNION

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. EACH ENTRY WILL HAVE AN EQUAL CHANCE OF WINNING.

1. Sweepstakes Period: Go Checking accounts opened starting on April 16, 2024, and ending June 30, 2024 (“Sweepstakes Period”). All accounts must be opened by June 30, 2024.

2. Consumer Disclosure: The odds of winning the Sweepstakes depend on the number of eligible entries received. For example, if 100 eligible entries are received before the entry deadline, the odds of winning are 1:100.

3. Prizes: Two Gift Certificates (one for CA and one for NC) for \$3,000 each from Get Away Travel equivalent to a 3-night Hotel Accommodations and 3-day Park Hopper tickets.

4. Eligibility: Open to Excite Credit Union Members who are 18 years of age or older as of the date of entry, are Members in good standing or become an Excite Credit Union Member by submitting a new Membership Application, and have opened a Go Checking account. The Sweepstakes is only open to legal residents of the United States of America, and is void where prohibited by law. Employees of Excite Credit Union, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the “Employees”), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

5. Agreement to Rules: By participating, the Contestant (“You”) agrees to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Excite Credit Union as final and binding as it relates to the content of this Sweepstakes.

6. How to Enter: Contestant must adhere to the following rules to be entered in the Sweepstakes drawing:

- You must be/become a Member of Excite Credit Union and must open a Go Checking account
- Two Winners will be randomly drawn, one from the San Jose, CA market and one from the Wilmington, NC market.

Alternative Method of Entry: Individuals may also enter by U.S. Mail, please hand-print your full name, address, phone number, e-mail address, birth date, and the words “Excite Credit Union’s Magical Adventure Sweepstakes on a 3” x 5” card and mail it in an envelope with postage to Excite Credit Union, Attn: Marketing, 151 Bernal Rd., San Jose, CA 95119 - 1690. Entrants using U.S. mail may enter one time per day (as evidenced by the postmark on the entry). Mail-in entries must be postmarked no later than June 30th, 2024 and received by July 7th, 2024. Proof of Mailing does not constitute proof of delivery. Excite Credit Union is not responsible for lost, late, incomplete, misdirected, damaged, postage-due, or illegible entries or mail. Limit one (1) entry per stamped outer envelope. Mechanically reproduced or hand-stamped entries or mailing labels or entries generated by an automated means will not be accepted. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different addresses, identities, registrations, or any other methods will void that participant’s entries and that participant may be disqualified.

7. Winner Selection and Notification: Winners will be selected by random drawing under the supervision of Excite Credit Union on or before July 15, 2024. Winner(s) will be notified by direct message/email within five (5) days following selection of Winner. Excite Credit Union shall have no liability for Winner’s failure to receive notices due to spam, junk e-mail or other security settings or for Winner’s provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 10 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of the Winner(s). No substitution of prize or transfer/assignment of prize to others by the Winner(s) is permitted. Acceptance of prize constitutes permission for Excite Credit Union to use Winner’s name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law. Receipt by Winner of the prize offered in this Sweepstakes is conditioned upon compliance with any and all federal, state, and local laws and regulations. **ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT EXCITE CREDIT UNION’S SOLE DISCRETION) WILL RESULT IN WINNER’S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.**

8. Terms & Conditions: Excite Credit Union reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes should virus, bug, non-authorized human intervention, fraud, or other cause beyond Excite Credit Union’s control corrupt or affect the administration, security, fairness, or proper conduct of the Sweepstakes. In such a case, Excite Credit Union may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Excite Credit Union. Excite Credit Union reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website or violates these Terms & Conditions. Excite Credit Union has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void entries for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Sweepstakes rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws. Should such an attempt be made, Excite Credit Union reserves the right to seek damages to the fullest extent permitted by law.

9. Limitation of Liability: Excite Credit Union is not responsible for any loss or damage which may occur in connection with the Sweepstakes. By entering, You agree to release and hold harmless Excite Credit Union and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Sweepstakes and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Sweepstakes; (v) electronic or human error in the administration of the Sweepstakes or the processing of entries.

10. Disputes: THIS Sweepstakes IS GOVERNED BY THE LAWS OF United States of America AND California, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES.

As a condition of participating in this Sweepstakes, participants agree that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in California having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes). Participant further waives all rights to have damages multiplied or increased.

11. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Excite Credit Union website. To read the Privacy Policy, click here or visit: <https://excitecu.org/in-the-community/about-us/privacy>.

12. Winners List: To obtain a copy of the Winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: Excite Credit Union, 151 Bernal Rd., San Jose, CA 95119 USA. Requests must be received no later than June 30, 2024, 8:59 PM Pacific time zone.

13. Sponsor: The Sponsor of the Sweepstakes is Excite Credit Union, 151 Bernal Rd., San Jose, CA 95119 USA.

14. Facebook: The Sweepstakes hosted by Excite Credit Union is in no way sponsored, endorsed, administered by, or associated with Meta, Facebook or Instagram. You agree to release and hold Meta harmless from any and all that may arise as a result of your participation in this Sweepstakes.

15. By entering this Sweepstakes, You, the Contestant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.