

EXCITE CREDIT UNION  
BACK TO SCHOOL SWEEPSTAKES 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: All purchases made using your Excite Credit Union Debit Card beginning on Friday, July 21, 2023 and ending Monday, August 21, 2023 11:59 pm Pacific time zone ("Sweepstakes Period"). All debit card purchase transactions must settle and post to your account by August 23, 2023 11:59 pm Pacific time zone.

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: There will be two seven hundred fifty dollar (\$750) Cash Grand Prizes (one from the CA Region and one from the North Carolina Region), two five hundred dollar (\$500) cash prizes (one from the CA Region and one from the North Carolina Region) and two two hundred and fifty dollar (\$250) cash prizes (one from the CA Region and one from the North Carolina Region).

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. Additional entries available for members that have made eligible purchases using their Excite Credit Union Debit Card. 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 a Member of Excite Credit Union and must have made an eligible purchase using your Excite Debit Card during the Sweepstakes period. You will receive 1 Sweepstakes entry for your everyday spending transactions like groceries and gas and 3 Sweepstakes entries for each purchase made at a back to school merchant. Back to School Merchants include the following:

Merchant Type	Merchant Type MCC
Books Newspapers	5192
Children’s Clothing	5641
Department Stores	5311
Family Clothing	5651
Men’s Women’s Clothing	5691
Men’s Boys Clothing	5611
Misc. Apparel	5699
Office Supplies	5111
Shoe Stores	5661
Stationary Stores	5943
Uniforms Clothing	5137
Women’s Accessory	5631
Women’s Ready to Wear	5621

Six Winners will be randomly drawn, three from the San Jose, CA market and three from the Wilmington, NC market.

7. Winner Selection and Notification: Winners will be selected by random drawing under the supervision of Excite Credit Union on September 6, 2023. 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. 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 network or merchant to submit a debit card purchase to Excite.

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/learn/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 August 21, 2023 11:59 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.