

EXCITE CREDIT UNION

50/50/500 GIVEAWAY OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. EACH ENTRY WILL HAVE AN EQUAL CHANCE OF WINNING. MAKING A PURCHASE DOES NOT INCREASE AN INDIVIDUAL'S CHANCES OF WINNING.

1. Campaign Period: Entries will be accepted online starting on January 23, 9:00 am Pacific time zone and ending April 30, 11:59 pm Pacific time zone ("Campaign Period"). All entries must be received by April 30, 11:59 pm Pacific time zone.
2. Consumer Disclosure: The odds of winning the Campaign 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 five hundred dollar (\$500) cash prizes.
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 and have referred an eligible friend or family member to become an Excite Credit Union Member by submitting a referral form and new Membership Application. The Campaign 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

Campaign. The Campaign 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 Campaign.

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

- You must be a Member of Excite Credit Union and must refer an eligible friend or family member to become a Member by submitting the referral form.
- The referee must also submit a new Membership Application.
- Two Winners will be randomly drawn, one from the San Jose, CA market and one from the Wilmington, NC market.
- The Campaign must be entered by submitting a referral form and new Membership Application using the online forms provided at excitecu.org/referafriend. The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Excite Credit Union. You may enter more than once by referring multiple new Members. You must provide the information requested for each new Member referral. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use

fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Excite Credit Union.

7. Winner Selection and Notification: Winners will be selected by random drawing under the supervision of Excite Credit Union on May 3, 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 Campaign 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 CAMPAIGN, 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 Campaign 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 Campaign. 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 Campaign or website or violates these Terms & Conditions. Excite Credit Union has the right, in its sole discretion, to maintain the integrity of the Campaign, 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 Campaign 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 Campaign 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 Campaign. 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 Campaign 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 Campaign; (v) electronic or human error in the administration of the Campaign or the processing of entries.

10. Disputes: THIS Campaign 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 Campaign, 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 Campaign, 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 Campaign). 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 April 30, 11:59 PM Pacific time zone.

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

14. Facebook: The Campaign 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 Campaign.

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