

OFFICIAL RULES

Home Sweepstakes

NO PURCHASE NECESSARY TO ENTER OR WIN.

EACH SWEEPSTAKES ENTRY WILL HAVE AN EQUAL CHANCE OF WINNING. MAKING A PURCHASE OF A PRODUCT OR SERVICE WILL NOT IMPROVE AN INDIVIDUAL ENTRY'S CHANCES OF WINNING.

1. **GRAND PRIZE**

One (1) Grand Prize of \$5,000 will be given away to one (1) Grand Prize Winner. Additionally, one (1) prize of \$1,000 and five (5) prizes of \$200 will be given away. **Consumer Disclosure:** The odds of being selected as a winner depend on the number of entries at the time of the drawing.

2. **SPONSOR**

The Sweepstakes is sponsored by Bay Federal Credit Union ("Sponsor"). The Sponsor's address is:

Bay Federal Credit Union
3333 Clares Street
Capitola, CA 95010

3. **SWEEPSTAKES PERIOD**

The Sweepstakes begins on June 1, 2022 and ends on August 31, 2022 at 11:59 PM (PST) (the "Sweepstakes Period"). Entries made before or after the Sweepstakes Period will be disqualified.

4. **ELIGIBILITY**

The Sweepstakes is open to those who are at least 18 years old at the time of entry. Only one individual's name may be associated with each entry. Employees of the Sponsor and the immediate family (i.e., spouse, son, daughter, sister, brother, mother, father, step-children, step-siblings, and step-parents) of each such employee are not eligible. The Sweepstakes is subject to applicable federal, state, and local laws and regulations. Void where prohibited by law.

5. **AGREEMENT TO OFFICIAL RULES**

Participation in the Sweepstakes constitutes Entrant's full and unconditional agreement to and

acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning the Sweepstakes is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein. The Sponsor reserves the right to disqualify a participant if the Official Rules are violated in any way. The Official Rules are available during regular business hours at the Sponsor's branch locations and on the Sweepstakes website bayfed.com/homesweepstakes. The Official Rules are subject to change without notice.

6. HOW TO ENTER

There are two (2) ways to enter the Sweepstakes. First, Entrants will receive one (1) entry in the Sweepstakes by completing a home loan application no later than August 31, 2022.

Alternatively, if Entrants do not wish to apply for a loan product from Sponsor, they may receive one (1) entry in the Sweepstakes by sending a 3x5 inch index card that includes their name, telephone number, and e-mail address to the following address:

Bay Federal Credit Union
3333 Clares Street
Capitola, CA 95010
Attention: Home Loan Sweepstakes

In order to be eligible, all entries must be received by August 31, 2022 at 11:59 PM (PST). The Sponsor and its respective directors, officers, and employees assume no responsibility for lost, incomplete, late, illegible, or undelivered entries.

7. PRIZE DRAWING

All winners be determined on September 2, 2022 at 12:00 PM (PST), at which time the Grand Prize Winner and secondary prize winners will be contacted utilizing the contact information in the Sponsors' records. Sweepstakes Entrants need not be present to win.

8. WINNER NOTIFICATION

The Grand Prize Winner will be revealed on the Sweepstakes website after being contacted by the Sponsor. The name of the Grand Prize Winner and their respective city (but not street address) will be placed on the Sweepstakes website immediately following selection.

The Grand Prize Winner will have until the close of business, seven (7) days after the drawing of their name, to claim the Grand Prize. If the Grand Prize is not claimed, the Sponsor shall select an alternate Grand Prize Winner by way of a drawing from amongst the remaining eligible entries received before the end of the Sweepstakes Period (excluding the original Grand Prize Winner).

By claiming the Grand Prize and signing the release form, the Grand Prize Winner releases the Sponsors and its officers, directors, members, employees, subsidiaries, and affiliates from

any and all claims, liabilities, and/or damages arising directly or indirectly out of the award and/or use of the Grand Prize. The Sponsor is not responsible for illness, death, or injury which may be sustained in conjunction with participation in the Sweepstakes and/or the use of a Prize awarded.

By entering the Sweepstakes, all Entrants agree that the Sponsor may use his/her voice, name, photograph, and likeness for promotional purposes and waives any claim of royalty or right of remuneration for any such promotional use.

9. GENERAL CONDITIONS

In the event that the operation, security, or administration of the Sweepstakes is impaired in any way, for any reason, including, but not limited to, fraud or unauthorized human intervention or other technical problems, or in the event that the Sweepstakes is unable to run as planned for any other reason, as determined by the Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules or (b) award the Grand Prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the legitimate operation of the Sweepstakes. Such activities may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. Decisions of the Sponsor are final.

10. RELEASE AND LIMITATIONS OF LIABILITY

Sweepstakes participants agree to release and hold harmless the Sponsor and its respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Sweepstakes, and each of their respective officers, directors, employees, shareholders, representatives, and agents ("Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt and/or use of the Grand Prize. This includes, but is not limited to:

- (a) Technical errors associated with the Sweepstakes, such as lost, interrupted, or unavailable Internet Service Provider (ISP) access, or network, server, wireless service provider, or related connection errors. Said technical errors may also include the unavailability, limited accessibility, or miscommunication of a failed computer, satellite, telephone, cellular tower, or cable transmission line, or a technical failure or jumbled, scrambled, delayed, or misdirected transmission or computer hardware or software malfunction, or failure;
- (b) Unauthorized human intervention in the Sweepstakes;

- (c) Mechanical, electronic, human, and printing and/or typographical errors;
- (d) Application downloads and/or failures;
- (e) Any other errors or problems pertaining to the Sweepstakes, including, without limitation, errors that may occur in the administration of the Sweepstakes, the announcement of the winner, the cancellation or postponement of the event, or the incorrect downloading and processing of entries or any Sweepstakes-related materials;
- (f) Injury, death, loss, or damage of any kind, to persons and/or property which may be caused, directly or indirectly, in whole or in part, from the Entrant's participation in the Sweepstakes or acceptance, receipt, use, or misuse of the Grand Prize (including any travel or activity related thereto). Entrants further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall an Entrant be entitled to receive attorney's fees; and/or
- (g) Incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes.

ENTRANT WAIVES THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, CONSEQUENTIAL, DIRECT, OR INDIRECT DAMAGES.

11. DISPUTES; ARBITRATION; GOVERNING LAW

Entrant and Sponsor agree to attempt to informally settle any disputes related to or arising out of the Sweepstakes, these Official Rules, or the awarding or use of the Grand Prize ("Dispute"). If that cannot be done, Entrant and Sponsor agree that any Dispute will be resolved by BINDING ARBITRATION administered by the American Arbitration Association in accordance with its Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer-Related Disputes. Entrant, thus, GIVES UP ENTRANT'S RIGHT TO GO TO COURT to assert or defend Entrant's rights under these Official Rules or at law or in equity (EXCEPT for matters that may be taken to SMALL CLAIMS COURT). FURTHER, ENTRANT GIVES UP ENTRANT'S RIGHT TO ASSERT CLAIMS AGAINST THE SPONSOR ON A CLASS ACTION OR COLLECTIVE ARBITRATION BASIS. Entrant's rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. Entrant is entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT. The place of arbitration shall be Santa Cruz County, California. FOR MORE DETAILS, check the American Arbitration Association's website, www.adr.org, OR call the American Arbitration Association's Customer Service telephone number at (800) 778-7879.

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, Entrant's rights and obligations, or the rights and

obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than California.

12. LEGAL PROCESS

In the event that the Grand Prize winner is subject to, or the subject of, any order or legal process issued by any governmental agency having jurisdiction over the affairs of the winner (e.g., garnishment, child support order, judgment, lien, and the like), the Sponsor's delivery of the Grand Prize to an official representative of the governmental entity claiming a right to the Grand Prize shall be deemed to be the award of the Grand Prize to the winner. The Sponsor shall be entitled to rely in good faith upon any documents presented by the representatives seeking to collect the Grand Prize in lieu of the winner. The Sponsor shall not be liable for any claim by winner for damages incidental thereto.

13. FINANCIAL OBLIGATION

The winner assumes the financial obligation for local, state, and federal taxes and all applicable fees based on the value of the Grand Prize. In accordance with IRS regulations, the Grand Prize winner will be furnished an IRS Form 1099 (miscellaneous income). For additional information, winners should consult their tax advisor. The winner will be entirely and solely responsible for paying any such taxes. No other fees, taxes, and/or penalties will be paid by the Sponsor in connection with the Sweepstakes unless specifically outlined in these Official Rules.