

Cornerstone CFCU 2019 SMS Contest

OFFICIAL RULES

September 1, 2019 – September 30, 2019

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1. SPONSOR:** Cornerstone Community FCU ("Sponsor") is the official sponsor of the 2019 SMS Contest ("Sweepstakes"). Facebook, Instagram, and Amazon are not sponsors or affiliated with this contest.
- 2. ELIGIBILITY:** Sweepstakes is open only to Cornerstone CFCU members who are legal residents of New York State, ages 14 and over ("Eligible Members"). Business entities such as corporations or companies are not eligible to enter or win. Employees, officers and directors of the Sponsor, promotion suppliers, affiliated advertising agencies, third party contractors, and spouses of the aforementioned groups (and the I.R.S. listed dependents or members of household including dependents in the military or attending college living away from home) are not eligible to win. The member that submits the entry must receive from permission from all parties involved to use their likeness for this contest. By agreeing to the terms of the contest, you acknowledge that you have received the required consent. This Sweepstakes is void elsewhere and where prohibited by law. If the entrant is under 18, Cornerstone must receive approval from a parent or legal guardian for participation. Sweepstakes is subject to all applicable federal, state and local laws, rules, and regulations.
- 3. SWEEPSTAKES PERIOD:** Sweepstakes begins at 12:00:00 a.m. on September 1, 2019 Eastern Daylight Savings Time (ET) and ends at 12:00:00 p.m. ET on September 30, 2019 (the "Sweepstakes Period"). The Sponsor's computer is the official timekeeping device for this Sweepstakes.
- 4. HOW TO ENTER:** Sponsor will conduct (4) drawings. (1) Enter by original Post – Post a positive story about Cornerstone CFCU on Facebook or Instagram with the hashtag #CornerstoneCFCU during the contest period. Likes, comments, and shared posts are NOT eligible entry methods for the purpose of this contest. (2) To Enter without Purchase: To enter without purchase, Eligible people must go to a Participating Branch during the Sweepstakes Period and legibly hand print your complete name, address, e-mail address, and telephone

number with area code on the drop off entry forms located inside the branch ("Drop-Off Entry"). Each Drop-Off Entry must be separately hand written in the Participating Branch and placed in the designated Drop-Off Entry box ("Entry Box"). No Drop-Off Entry will be eligible if it was created via copier, facsimile machine or by mechanical reproduction of any kind. Sponsor is not responsible for any entry that is illegible, misdirected, mutilated, lost, late, incomplete, damaged, stolen, altered, unable to be tracked, or not placed in the Entry Box. Each eligible entry will be entered into the Drawing. Each entry becomes the property of Sponsor and will not be returned. **LIMIT FIVE (5) ENTRIES PER PERSON REGARDLESS OF METHOD OF ENTRY.**

- 5. WINNER(S) SELECTION AND NOTIFICATION:** Four potential winners will be selected from eligible entries in a random drawing held by Sponsor. Sponsor's decisions shall be final on all matters relating to the Sweepstakes. Odds of winning any prize depend on the number of eligible entries received by Sponsor. The Sponsor will attempt to notify the potential winner(s) by phone, e-mail, and/or U.S. registered mail on/or around the Drawing Date. The Sponsor may also choose to publish an announcement of the winners through the Sponsor's website, social media, television, radio, newsletter and/or newspapers. Prize may be forfeited if the U.S. registered mail notification is mailed and returned to the Sponsor as undeliverable mail without a forwarding address, and/or if winner(s) is unable to be contacted by telephone or e-mail; failure to respond within seven (7) days to the U.S. registered mail, telephone or e-mail contact, may result in the prize being forfeited. If potential winner is found to be ineligible, the Sponsor will select an alternate winner from all eligible entries. Winner(s) must comply with all laws, rules and regulations concerning this Sweepstakes, as well as the Official Rules as published. Sponsor is not responsible for winner limitations that prevent acceptance or use of any prize. Winner(s) will be required to sign and return an Affidavit of Eligibility, Acceptance of Official Rules, and Release of Liability/Publicity before prize will be awarded. Winner(s) will be required to return documents to the Sponsor within seven (7) days from the postmark date on the prize notification letter. Failure to comply with this requirement, or the return of prize notification letter as undeliverable mail without a forwarding address, will result in forfeiture of prize. By accepting a prize, each winner(s) waives and releases Sponsor and any participating companies, and its/their affiliates, and the directors, officers, employees

or agencies of any of the above organizations from any and all liability for any injuries, losses and/or damages of any kind or nature caused by the prize or resulting from acceptance, possession, and/or use/misuse of the prize. Entry into the Sweepstakes, and/or acceptance of any prize shall, where lawful, constitute and signify each winner's agreement and consent that Sponsor may use the winner's name, address, likeness, voice, photo(s) and/or prize information for advertising, publicity, and/or promotional purposes without further payment or consideration.

6. **PRIZES:** Each winner of a Drawing is eligible to receive (1) \$50.00 Amazon gift card. All other costs not specifically stated herein as being awarded are the responsibility of the winner. Winner must take delivery of prize within 30 days of notification. Limit one (1) prize per person/household. Each prize winner may receive a Form 1099 in the stated amount of the prize. No more than the advertised number of prizes (4) will be awarded. Sponsor reserves the right to substitute any listed prize for one of equal or lesser value if the designated prize should become unavailable. All prizes are non-transferable, and no substitutions will be made except at Sponsor's discretion. All federal, state and local taxes (including any sales or use tax) where applicable are the sole responsibility of the prize recipient.
7. **GENERAL CONDITIONS:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules and/or the rights and obligations as between any applicant and the Sponsor and any participating companies in connection with this Sweepstakes shall be governed by and construed in accordance with the internal laws of the State of New York including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's or jurisdiction's laws. Each applicant for entry agrees that the Sponsor and any participating companies involved in this Sweepstakes are not responsible for: (1) any illegible, incorrect or inaccurate information, whether caused by the applicant, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software that affect, for example, any automatic online Entry; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) lost, late, damaged, misdirected, incomplete,

stolen, altered, mutilated, or illegible entries; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from each applicant's participation in the Sweepstakes and/or their receipt or use or misuse of any prize.

Disputes: Except where prohibited by law, each applicant for entry agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of court or class action, and exclusively by binding Arbitration under the American Arbitration Association's Consumer rules and procedures, at which point all arbitration will be conducted in the State of New York; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will any applicant be permitted to obtain awards for, and each applicant for entry hereby waives, all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

- 8. COPY OF OFFICIAL RULES / WINNERS LIST: To obtain a copy of these Official Rules, please go to any Participating Branch and/or send a self-addressed, stamped reply envelope to: "Cornerstone CFCU 2019 SMS Contest - Copy of Rules", P.O. Box 803 Lockport, NY 14095-803. To obtain a list of winners, send a self-addressed, stamped reply envelope to: "2019 SMS Contest - Winners List", P.O. Box 803 Lockport, NY 14095-0803. All requests for winners list must be received by the Sponsor's Marketing Department by October 31, 2019.**