

# **NUVISION CREDIT UNION**

## **NURSES APPRECIATION WEEK GIVEAWAY OFFICIAL RULES**

**NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OF ANY KIND WILL NOT INCREASE AN INDIVIDUAL'S CHANCES OF WINNING. ALL ENTRIES HAVE AN EQUAL CHANCE OF WINNING.**

**This Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with Facebook, Instagram, TikTok, or YouTube.**

NuVision Credit Union ("Credit Union") will be sponsoring the Nurses Appreciation Week Giveaway ("Sweepstakes") from Tuesday, May 6, 2025 to Tuesday, May 13, 2025. The Credit Union's business address is: 7812 Edinger Avenue, Huntington Beach, California 92647.

- 1. Eligibility:** Sweepstakes participants must be at least 18 years of age as of the date of entry and a legal resident of the 50 United States or the District of Columbia (D.C). Credit Union employees, volunteers, officials, and members of their immediate families are not eligible to participate in the Sweepstakes. Membership at NuVision Credit Union is not required to enter or win.

By entering this Sweepstakes, participants accept and agree to be bound by these Official Rules and the decisions of the Credit Union which are final with respect to all matters relating to the Sweepstakes. Void where prohibited by law.

- 2. How to Enter:** Eligible participants must 1) Have a valid Instagram, Facebook, TikTok, and/or YouTube account; 2) Like the post on at least one of NuVision's social media platforms; 3) Follow NuVision Credit Union on at least one of NuVision's social media platforms; 4) Submit a nomination form about how your favorite nurse makes a difference. Optional: Create a post or short video about how your favorite nurse makes a difference and tag NuVision's social media account on the platform that the post or video is on at the start of the Sweepstakes period. Limit one entry per person.
- 3. Selection of Winner(s)/Prize(s):** At the end of the Sweepstakes period, up to 50 nurses will be selected and will each receive a \$50 Amazon gift card. Winners will not need to be present to win.

Winners will be notified through email address on the nomination form by Friday, May 30, 2025 after 3 days from initial contact of winners and may be used in subsequent Sweepstakes. Winners of photo or video nominations consent to the Credit Union using all or part of the video clip submitted.

- 4. Consumer Disclosure:** Odds of winning are based upon the number of eligible entries received. Prizes cannot be substituted, assigned, or transferred by winners. This Sweepstakes is subject to all applicable federal, state, and local laws and any associated tax liabilities. Winners are solely responsible for all federal, state, or other tax obligations, including income taxes, resulting from the Sweepstakes prize. Prizes valued over \$600 will receive IRS 1099-MISC.

If for any reason the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, the Credit Union reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes. The Credit Union reserves the right to select winners from eligible entries received as of such termination date. The Credit Union further reserves the right to disqualify any individual who tampers with the entry process. The Credit Union may prohibit an entrant from participating in the Sweepstakes if it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception or other unfair practices or intending to abuse, threaten or harass other participants.

- 5. Limitation of Liability:** The Credit Union is not responsible for any loss or damage which may occur in connection with the Sweepstakes. The Credit Union is not responsible if the check cannot be redeemed by the winner for any reason beyond the Credit Union's control, including but not limited to: (1) Natural Disasters (including, but not limited to, fires, explosions, earthquakes, drought, inclement weather, tidal waves, and floods); (4) acts or threats of terrorism. Participants agree to hold the Credit Union harmless from any liability arising from participation in the Sweepstakes or the acceptance, use, misuse, or possession of any prize received in this Sweepstakes. The Credit Union and each of its officers, directors, employees, members, representatives and agents are not responsible for any negligence, claims, liability, injury, property loss, or other damages of entrants and/or winners arising from, or in connection with, acceptance, use, misuse, or possession of any prize awarded or participation in this Sweepstakes.

The Credit Union is not responsible for any incorrect or inaccurate information, whether caused by tampering, hacking, or by any of the equipment or programming associated with the Sweepstakes. Prize(s) cannot be substituted, converted to cash, assigned, or transferred by winners. The Credit Union reserves the right to substitute a prize of equal or greater value should the featured prize(s) become unavailable for any reason. The Credit Union reserves the right to disqualify participants who fail to follow these Official Rules or who make any misrepresentations relative to the Sweepstakes and redemption of a prize.

- 6. Personal Information:** Information submitted with an entry is subject to the Credit Union's Privacy Policy. To review our Privacy Notice, please [click here](#).
- 7. Tax Issues:** The Credit Union will report all prize winnings to the appropriate state and federal agencies as required by applicable law. Winners are responsible for all tax consequences (if any) of the prizes.
- 8. Publicity Authorization:** Each winner agrees to permit the Credit Union to utilize his/her name and likeness in promotional and other Credit Union materials, without additional compensation or permission, except where prohibited by law.
- 9. Choice of Law:** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of participants and the Credit Union in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the State of California, USA, without regard to choice of law rules.
- 10. ARBITRATION AND WAIVER OF CLASS ACTION** -You and the Credit Union agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or the products or services the Credit Union has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the Credit Union (hereafter referred to as the "Claims"). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at [www.adr.org](http://www.adr.org); or, a copy of the Rules can be obtained at any Credit Union branch upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court.
- 11. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary,**

regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf.

**12. Selection of Arbitrator.** The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules, and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.

- a. **Effective Date.** This Arbitration Agreement is effective upon the 61st day after we provide it to you ("Effective Date"), unless you opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision below.
- b. **Arbitration Proceedings.** The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. The Credit Union shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, you will be responsible for your own attorneys' fees, unless you prevail on your Claim in the arbitration, in which case, we will pay your attorneys' fees. However, if the Credit Union prevails, then you will not be required to pay its attorneys' fees and costs.

Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.

- a. **Class Action Waiver.** ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.
- b. **Severability.** In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

**13. Right to Opt-Out.** You have the right to opt-out of this Arbitration Agreement provided you notify the Credit Union of your intent to do so within 60 days after it is provided to you. Your opt-out is only effective if you notify the Credit Union in writing at Attention Payment and Deposit Services 7812 Edinger Ave. Huntington Beach, CA 92647 within such 60 day time period. If you fail to opt-out within this 60 day time period, you will be deemed to have consented to the resolution of your Claims through binding arbitration. In the event you opt-out, it shall not affect other terms and conditions of your Agreement or your relationship with the Credit Union.

FOR MORE DETAILS or if you have questions, you may call us or visit a branch. If you have questions about AAA procedures, you should check AAA's website, [www.adr.org](http://www.adr.org), OR call AAA at (800) 778-7879.