



## OFFICIAL CONTEST RULES – MOBILE BANKING APP

1. **NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST.**
2. **MAKING A PURCHASE WILL NOT IMPROVE AN INDIVIDUAL ENTRY'S CHANCE OF WINNING.**
3. **Consumer Disclosure:** All Nuvision Credit Union members with a Nuvision mobile banking app who successfully complete a first-time mobile banking deposit within the Contest Period will be entered into the contest. The first 100 members who successfully complete the mobile banking deposit and meet the eligibility criteria will be selected as winners.
4. **Prize:** The Prize(s) will be awarded to the first 100 members who meet the eligibility criteria and successfully complete a first-time mobile banking deposit will be selected as winners. For each member selected as a winner, the Credit Union will deposit \$50 to the same account in which the mobile deposit posted. Since this contest is for first-time deposits, there will only be one prize per member relationship. Prizes that are not claimed during the redemption period become property of the Credit Union and may be used in a future Contests.
5. **Sponsor:** Nuvision Federal Credit Union (the "Credit Union") is the sponsor of the Contest. The Credit Union's business address is: 7812 Edinger Avenue, Huntington Beach, California 92647.
6. **Contest Period:** The Contest begins March 23, 2021 and ends May 15, 2021 ("Contest Period").
7. **Eligibility:** Credit Union employees, officials, and members of their immediate families are not eligible to participate in the Contest. To qualify for the Contest, all entrants must be: (1) at least 18 years of age; (2) a member in good standing; and a legal resident of the fifty (50) United States or the District of Colombia ("DC"). By entering this Contest, entrants 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 Contest. Contest is void where prohibited by law.
8. **How to Enter:** At the start of the Contest Period, the Sponsor will send an invitation via email to existing Nuvision members with an email address on file and who are enrolled in mobile banking. To enter, access the Credit Union's mobile banking app, navigate to the "Services" tab, complete the short application, and complete the sections to successfully submit the mobile deposit – select your account number, enter the amount of the check, take a photo of the front and back of the check when prompted, and submit your deposit. All mobile deposits must be completed and submitted successfully as specified within the established Contest Period. For the purposes of this Contest, a mobile deposit is successful when it is accepted and posted to the directed account. Since this contest is for check deposits submitted through the mobile banking app, any checks deposited to members' accounts through other channels, such as a Nuvision Credit Union branch, ATM, or the Shared Branching network, will not qualify as an entry.

If for any reason the Contest 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 Contest, the



Credit Union reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. 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 Contest if it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception or other unfair practices or intending to abuse, threaten or harass other entrants.

9. **Winner Selection:** During the Contest Period, all accounts with a successful first-time mobile check deposit will be reviewed for eligibility. For the first 100 members, the prize will be posted to the same account as the check deposit. Winners will be notified via email, using the email address on the member record with the Credit Union. Sponsor shall have no liability for winner's failure to receive notices due to winner's spam, junk mail, or other security settings or for changes the winner has made to his/her email contact information.

The receipt by the winner of the prize offered in this Contest is conditioned upon compliance with any and all federal and state laws and regulation. Any violation of these official rules by the winner, as determined by and at the sole discretion of the Sponsor, will result in the immediate disqualification of the winner and all privileges as the winner will be terminated immediately.

10. **Privacy:** Information submitted with an entry is subject to Nuvision Credit Union's Privacy Policy. To review our Privacy Notice, please visit us at <https://www.nuvisionfederal.com/disclosures>.
11. **Limitation of Liability:** The Credit Union is not responsible for any loss or damage which may occur in connection with the Contest. 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) act of God (including, but not limited to, fires, explosions, earthquakes, drought, inclement weather, tidal waves, and floods); (2) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization or embargo; (3) riot, commotion, strikes, lock outs or disorder; or (4) acts or threats of terrorism. Entrant agrees to hold the Credit Union harmless from any liability arising from participation in the Contest or the acceptance, use, misuse, or possession of any prize received in this Contest. 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 Contest. 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 Contest. Prizes cannot be substituted, 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 entrants who fail to follow these Official Rules or who make any misrepresentations relative to the Contest and redemption of a prize.
12. **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.



13. **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.
14. **Choice of Law:** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrant and the Credit Union in connection with the Contest, 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.
15. **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. 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.
  - a. **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.
  - b. **Effective Date.** This Arbitration Agreement is effective upon the 61<sup>st</sup> 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.



- c. **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.

- d. **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.
- e. **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.

**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.