



## DRAWING OFFICIAL RULES

### Westerra Credit Union 2023 “We’re Listening Survey Sweepstakes 2023”

#### OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. YOU HAVE NOT YET WON. YOU NEED NOT BE PRESENT TO WIN. VOID WHERE PROHIBITED BY LAW.**

1. **Sponsor:** Westerra Credit Union, 3700 E. Alameda Ave. Denver, CO 80209 (“Sponsor”). Sponsor presents these Official Rules (“Official Rules”). The Prize, as defined herein, shall be provided by Westerra Credit Union.

2. **Sweepstakes Description:** Anyone who is 18 years of age or older and a current legal resident of the state of Colorado that properly enters during the Sweepstakes Period, as defined and described below, will be eligible for the Sweepstakes (the “Sweepstakes”) (subject to additional restrictions below). The Sweepstakes will begin on November 1, 2023, at 9:01 a.m. (Mountain Time (“MT”)), and the Sweepstakes will end on December, 15, 2023, at 5:59 p.m. (MT) (the “Sweepstakes Period”). Sponsor’s method of timekeeping is the official time clock for the Sweepstakes and is final and undisputable.

#### 3. Eligibility:

(a) To be eligible to participate (in each case as an “Eligible Participant”) in the Sweepstakes, you must be a current legal resident of the state of Colorado, who is eighteen (18) years of age or older as of the date of entry.

(b) The following entities or persons are disqualified from entering the Sweepstakes:

i. Any individuals (including but not limited to employees, consultants, independent contractors and interns) who have, within six months prior to the beginning of the Sweepstakes Period, held employment with or performed services for Sponsor, its parent companies, subsidiaries, affiliates, advertising, research and promotion agencies (collectively, “Sponsor Entities”); or

ii. Any organizations affiliated with the sponsorship, fulfillment, administration, prize support, advertisement or promotion of the Sweepstakes; or

iii. Any immediate family and household members of the foregoing individuals.

(c) Participation constitutes full and unconditional agreement to, and acceptance of, these Official Rules. This Sweepstakes is subject to, and all Eligible Participants shall comply with, all applicable federal, state and local laws and regulations.

#### 4. How to Enter the Sweepstakes:

(a) Eligible participants may enter the Sweepstakes by completing one of Westerra’s Listening Survey by completing the survey with contact information at the end of the survey. Sweepstakes form must be completed during the Sweepstakes Period as defined above. Only one Entry per Eligible Participant will be permitted.

(b) Any attempted form of Entry other than as described herein is void. Entries in violation of these Official Rules will be disqualified. Any attempt by an Eligible Participant to obtain additional or fraudulent Entries will void such Entries and that Eligible Participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. The Sponsors reserve the right to exclude Eligible Participants for these or any other reasons, in the Sponsor’s sole editorial discretion, including any violation of these Official Rules.

5. **Determination of Winners:** Sponsor shall conduct five (5) random drawing on the Date of Drawing listed below to select five (5) winners for the specific prize listed below (the “Winner(s)”) from all eligible Entries received during the Sweepstakes Period prior to the Deadline for Entry. Each winner will only receive one Prize. In the event that there are no Entries during the applicable Sweepstakes Period, there will be no drawing and the applicable prizes (“Prize(s)”) will remain unawarded. The Winner(s) shall be notified via email or telephone via the contact information

provided on the digital entry form. The selected Winners shall be required to respond (as directed) to the notification within seventy-two (72) hours of attempted notification date. The failure to respond timely to the notification shall result in forfeiture of the Prize and, in such case, Sponsor shall randomly select an alternate Winner from among the remaining eligible Entries. If an alternate Winner fails to respond to the notification, Sponsor shall repeat this process a maximum of three (3) times. In the event that all selected Winners for a Prize fail to respond to the notification, the applicable Prize will be forfeited. Prize Winners shall be required to verify name and complete address, unless prohibited by law. Prize Winner may also be required to provide a complete W9. Prize shall not be awarded until all such information has been verified ("Verification"). Eligible Participants agree that Sponsor has the sole right to decide all matters and disputes arising from the Sweepstakes, and that its determinations are final and binding.

**6. Prize:**

(a) The following Prizes will be awarded:

Deadline for Entry	Date of Drawing	Prize	# of Winners	Approximate Retail Value of each Prize
December 15, 2023	December 20, 2023	Visa Gift Card	5	\$100

(b) Odds of winning depend on the number of Entries received prior to each Deadline for Entry. Entries received after the final Deadline for Entry will be discarded.

(c) Prize is not redeemable for cash, unless permitted by the gift card vendor.

(d) Sponsor is not responsible for the gift card program, and any issues with the Prize must be addressed with the gift card vendor. Sponsor's only obligation is to provide the Winner with a Prize.

(e) Visa is a registered trademark of Visa, Inc. Visa is not a sponsor of this sweepstakes.

**7. Prize Award:** If a Prize cannot be awarded for any reason, Sponsor reserves the right to substitute the Prize with another Prize of equal or greater value. Prizes are nontransferable, nonnegotiable and not redeemable for cash or merchandise, unless authorized by the gift card vendor. It is expressly understood that the Sponsor is under no obligation to Winner other than as expressly set forth herein. Winner is solely responsible for all federal, state and local taxes and fees associated with receipt of the Prize. Should federal, state or local law impose any tax reporting or filing obligations on Sponsor arising out of the Winner's participation in the Sweepstakes (including the Winner's receipt of and/or use of the Prize), the Winner agrees to timely provide Sponsor with any information that is reasonably needed for Sponsor to comply with any such reporting or filing obligations.

**8. Limitations of Liability and Release:** No liability or responsibility is assumed by Sponsor resulting from any Eligible Participant's participation in or attempt to participate in the Program, or download any information in connection with participating in the Program. Sponsor, Sweepstakes Entities and their respective officers, directors and employees are not responsible for and shall not be liable for: (a) printing or typographical errors in any Sweepstakes-related materials and in the event of any inconsistency between Sweepstakes-related materials and these Official Rules, these Official Rules shall govern and control, (b) technical problems or technical malfunction which may affect entering or the operation of the Sweepstakes, including electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind, Internet Service Provider (ISP) or other connection availability, server malfunction, failed computer, network, telephone, satellite or cable hardware or software or lines, or technical failure, or jumbled, scrambled, delayed or misdirected transmissions, computer hardware or software malfunctions, any human, mechanical or technical or electronic error, unauthorized human or nonhuman intervention of the operation of the Sweepstakes, including without limitation unauthorized tampering, hacking, theft, virus, bugs, worms or destruction of any aspect of the Sweepstakes, or loss, miscount, misdirection, inaccessibility or unavailability of an account used in connection with the Sweepstakes; or (c) any condition caused by events that may cause the Sweepstakes to be disrupted or corrupted, regardless of the reason. Sponsor is not responsible for injury or damage to Eligible Participants' or any other person's property related to or resulting from participating in this Sweepstakes. By participating in the Sweepstakes, Eligible Participants agree to release and

hold the Sweepstakes Entities harmless from any and all claims, damages or liabilities arising from or relating to such Eligible Participant's participation in the Sweepstakes including, without limitation, any use or misuse of the Prize. By accepting a Prize, Winners agree to release and hold Sponsor harmless for any loss or injury including, without limitation, any personal injury or property damage resulting from participation in the Sweepstakes or use of a Prize.

**9. General:** By participating, Eligible Participants agree to these Official Rules and Sponsor's Privacy Policy, which are final and binding in all respects. Winner must comply with any and all requirements and limitations associated with the use of the Prize. If for any reason the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole discretion, to suspend, cancel, modify or terminate the Sweepstakes, or any part of it.

**10. Disputes:** Disputes, including construction, validity, interpretation and enforceability of these Official Rules shall be (1) governed by the laws of the State of Colorado without regard to choice of law or conflict of law principles (whether of the State of Colorado or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Colorado; (2) any dispute, claims and causes of action arising out of or connected in any way with the Sweepstakes or the Prize awarded shall be resolved individually, without resort to any form of class action, and brought exclusively in a federal or state court in the state of Colorado; (3) 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 (4) under no circumstances will an Eligible Participant be permitted to obtain awards for, and participant 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.

**11. Winners List/Rules Request:** To request a copy of these Official Rules, send a self-addressed, stamped envelope (VT residents may omit return postage) specifying "Official Rules" to: Official Rules Request/Winner's Names Request, Westerra Credit Union 3700 E Alameda Ave, Denver CO 80209.