

**AMERICAN EAGLE FINANCIAL CREDIT UNION
2019 HOME EQUITY LOAN SUMMER SPLASH OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

1. **Overview.** American Eagle Financial Credit Union (“AEFCU” or “Sponsor”) will award one lucky entrant a prize of a monthly payment on their American Eagle Financial Credit Union Home Equity Loan up to \$1,000 per month for one (1) year (in consecutive months) up to a **maximum amount of \$12,000** beginning on the **payment date in February 2020**. By entering this Sweepstakes, you agree to be bound by these Official Rules.

2. **Entry Period.** July 1, 2019 at 12:00 a.m. EDT through **September 30, 2019** at 11:59 p.m. EDT.

How to Enter. There are two ways to enter: (1) be entered automatically when you **apply for an AEFCU Home Equity Loan** or (2) complete and submit an entry with your name, email address and phone number at an AEFCU branch or by mail to Sponsor at American Eagle Financial Credit Union, Home Equity Sweepstakes Entry, PO BOX 280128, East Hartford, CT 06128.

No mechanically reproduced entries accepted. Sponsor is not responsible for lost, late or misdirected entries or other communications relating to this Sweepstakes. Incorrect, illegible, corrupt, and incomplete entries are void. Sponsor is not responsible for technical, hardware or software malfunctions, typographical or printing errors, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, lost, late, misdirected, garbled or delayed entries, notices or other communications or other technical problems or human error related to the Sweepstakes or Sweepstakes entries. Sponsor, in its sole discretion, reserves the right to disqualify any person who tampers with the entry process or the operation of the Sweepstakes, or who otherwise violates these Official Rules.

By entering, you (“Entrant”) consent to receive email or other communications from Sponsor, including for promotional purposes or Sweepstakes-related purposes. You may opt-out of receiving promotional communications by following the instructions contained in such emails or contacting us at 860.568.2020.

3. **Eligibility.** Sweepstakes is open to legal residents of Connecticut and Massachusetts, age 18 (eighteen) or older. Employees, officers, directors and their immediate family members (parents, children, siblings, spouse or persons living in the same household) of Sponsor, its parents, subsidiaries, affiliates, dealers, retailers, resellers or any advertising or promotion agencies involved in this Sweepstakes (collectively, the “Sweepstakes Entities”) are not eligible. One entry per person. Eligibility is subject to verification. **Void where prohibited by law.** Subject to all applicable federal, state and local laws. All Entries become the property of Sponsor.

4. **Prize.** There will be 1 (one) prize of up of twelve monthly payments of up to \$1,000 on Winner’s American Eagle Financial Credit Union Home Equity Loan (total prize value: up to **\$12,000 (thousand dollars)**), generally includable as income for tax purposes. Sponsor will make monthly deposits of up to \$1000 to Winner’s checking account and schedule automated loan payments of \$1000 for twelve months. If Winner’s monthly payment is exceeds \$1,000, Winner is responsible for the remainder of the monthly loan payment. If the Winner’s monthly Home Equity

Loan payment is less than \$1,000, the Prize shall be in the amount of the Winner's monthly Home Equity Loan payment. For a Winner who does not have a Home Equity Loan, the Prize shall be \$12,000. Winner is responsible for all federal, state, and local taxes. Winner will be required to complete a W-9 Request for Taxpayer Identification Number and Certification form and an IRS Form 1099-MISC will be filed reflecting the prize value.

5. **Odds of Winning** depend on the number of eligible entries received.

6. **Winner Selection and Notification.** Winner will be selected by random drawing at the end of the Entry Period. Late entries will not be considered. Sponsor will be the official timekeeper for the Sweepstakes. Decisions of Sponsor on all matters relating to the Sweepstakes will be based on its discretion and interpretation of these Official Rules, and are final and binding in all respects.

Potential prize winner will be notified by email or another method, at Sponsor's discretion, within approximately **30** days of the drawing using the contact information provided with their loan application or entry form. Potential prize winner may be required to sign and return documentation reasonably requested by Sponsor, which may include an Affidavit of Eligibility, a Liability Release, and (where legal) a Publicity Release (collectively, "Prize Claim Documents"). If a potential prize winner does not respond **within 15 calendar** days after the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable, such potential winner may be disqualified and an alternate winner selected. If any potential winner fails to return Prize Claim Documents within the specified time, is found to be ineligible, has not complied with these Official Rules, or declines a prize for any reason, such potential winner may be disqualified and an alternate winner selected.

Prize will be delivered in the manner chosen by Sponsor, at its discretion.

In the event of a dispute as to the identity of any Entrant, the authorized account holder of the email address provided with the winning Entry will be deemed to be the Entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being an authorized account holder. Entrant need not be present to win.

7. **General.** Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes, in whole or in part, if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other unintended circumstances have impaired the integrity, administration, legality, security, proper functioning and/or feasibility of the Sweepstakes as contemplated herein. If the Sweepstakes or any portion thereof is terminated before the designated end date, Sponsor will (if possible) select a winner in a random drawing from all eligible, non-suspect entries unaffected by the problem. Inclusion in such drawing shall be each Entrant's sole and exclusive remedy in such circumstances.

Sponsor reserves the right, in its sole discretion to disqualify any person believed to be tampering with the entry process or the operation of the Sweepstakes or any entry mechanism, acting in violation of the law or these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the

Sweepstakes, or to annoy, abuse, threaten or harass any person. Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

8. Release. You agree that the Sweepstakes Entities shall not be responsible or liable for: (1) any incorrect or inaccurate information, whether caused by Entrant, Sponsor, or any printing or typographical errors or equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind including, but not limited to, malfunctions, interruptions, miscommunications, delays or disconnections in phone lines, the Internet, or any network hardware or software; (3) unauthorized human intervention in any part of the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, incomplete, inaccurate, illegible, misdelivered, or undeliverable entries or notifications; or (6) any injury or damage to persons or property, including without limitation, death or personal injury, which may be caused, directly or indirectly, in whole or in part, from participation in the Sweepstakes or any Sweepstakes-related activity, or receipt or use or misuse of any prize. You further acknowledge that Sweepstakes Entities have not made any warranty, representation or guarantee, express or implied, in fact or in law, with respect to any prize, including, without limitation, as to such prize's quality or fitness for a particular purpose.

9. Limitation of Liability. To the fullest extent permitted by law, by entering the Sweepstakes or accepting a prize, each Entrant agrees to release, discharge, indemnify and hold harmless each of the Sweepstakes Entities, and their officers, directors, employees, affiliates, representatives and agents, from and against any claims, damages, liabilities, losses or causes of action related in any way to the operation of or such Entrant's participation in the Sweepstakes and any other claims, damages or liabilities, including without limitation any injuries, damages or losses to any person (including death) or property of any kind resulting, in whole or in part, directly or indirectly, from the acceptance, possession, misuse or use of a prize or participation in the Sweepstakes. Under no circumstances will any Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim punitive, incidental, consequential, or any other damages, court costs, or attorney's fees, other than for actual out-of-pocket expense not to exceed fifty dollars (\$50.00). If for any reason an Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another Entry in the Sweepstakes if available.

10. Disputes: Except where prohibited by law, by entering the Sweepstakes, each Entrant agrees that any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of Connecticut or another court of competent jurisdiction located in Connecticut. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of any Entrant and Sweepstakes Entities in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Connecticut, 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 the State of Connecticut.

11. Publicity: Except where prohibited by law, acceptance of a prize constitutes winner's consent to the Sponsor's and its agents' use of winner's name, likeness, city and state for advertising and promotional purposes worldwide and in all forms of media now known or hereafter developed, without further compensation, in perpetuity, without notice or review or approval.

12. Copy of Official Rules/Winner List: For a copy of these Official Rules or the Winner List, send a self-addressed, stamped business-size (#10) envelope to: American Eagle Financial Credit Union, Attn: Rules/Winner List 2019 Home Equity Sweepstakes, P.O. Box 280128, East Hartford, CT 06128. Please specify "Rules" or "Winner List." Requests must be received by September 30, 2019. You may also view the rules at an AEFCU branch or www.americaneagle.org/summer splash

13. SPONSOR: American Eagle Financial Credit Union, PO BOX 280128, East Hartford, CT 06128.