## AMERICAN EAGLE FINANCIAL CREDIT UNION SUMMER CONCERT SWEEPSTAKES ("Sweepstakes") OFFICIAL RULES

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

1. **Applicability of Official Rules.** American Eagle Financial Credit Union ("AEFCU" or "Sponsor") will be holding a drawing for tickets at the XFinity Theatre in Hartford, CT ("Prize Drawing"). Additional details on prizes and how to enter as well as the applicable terms and conditions are set forth below. By entering the Prize Drawing, you agree to be bound by these Official Rules.

2. **Entry Period.** Prize Drawing will have a designated entry period ("Entry Period") as set forth below:

Prize Drawing	Entry Period	
	(runs from 12:01 am on first day to	
	11:59 pm on last day, ET)	
	From	То
2 Tickets and 1 premier parking pass to the Rob		
Zombie and Alice Cooper concert on September 10,		
2023 at Xfinity Theatre.	8/30/2023	9/5/2023

3. **How to Enter.** During the applicable Entry Period, you may enter by visiting the AEFCU Instagram page <u>www.instagram.com/aefcu/</u> @AEFCU and following the entry instructions, namely, (i) follow @AEFCU, (ii) like the relevant post, and (iii) tag a friend in the comments to the relevant post (an "Entry"). Each unique comment and tag will receive one (1) entry. All Entries must be complete to be eligible. Only the authorized account holder of an Instagram account through which these three steps are completed will be considered an Entrant, and a person who is tagged will not be considered an Entrant nor a third party beneficiary of any entry and shall have no right to receive a Prize by virtue of being tagged by an Entrant who wins a Prize. Prize winners will be required to provide a first name, last name and mailing address.

No mechanically reproduced Entries accepted. Sponsor is not responsible for lost, late or misdirected Entries or other communications relating to this promotion. Incorrect, illegible, corrupt, and incomplete Entries are void. Use of a false email or Instagram account will disqualify your Entry. 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. Use of any macro, bot, script or other automated means to submit entries is prohibited. 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 consent to receive email or other communications from Sponsor, including for promotional purposes or Sweepstakes-related purposes. You may opt-out of receiving promotional emails by following the instructions contained in those emails. Any information

submitted by you in connection with this Sweepstakes will be subject to the Privacy Policy <u>https://www.americaneagle.org/Privacy-Policy.aspx</u> posted on Sponsor's website.

4. **Eligibility.** Sweepstakes are open to legal residents of Connecticut and Massachusetts, age eighteen (18) 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. 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.

5. **Prize.** The following prizes will be awarded. One Winner will be selected in the Prize Drawing ("Winner"). Winner will receive two (2) lawn tickets (each a "Prize") for Winner and a guest (must be age 18 or older) and one (1) premier parking pass to the following concert ("Concert"). Concert will be held at the Xfinity Theatre, located at 61 Savitt Way, Hartford, CT 06120 (the "Venue"). Visit <u>https://www.hartfordtheatre.com/</u> for more information on the Venue. Unless otherwise stated on the tickets or in a separate communication, Concert begins at 7:00 p.m. EST.

Concert Ticket Prize (Xfinity Theatre – Hartford)	Approximate Retail Value ("ARV")	
2 Tickets and 1 premier parking pass to the Rob Zombie	\$319.00	
and Alice Cooper concert on September 10, 2023.		

6. General Prize Conditions. Travel and accommodations not included and are the sole responsibility of winner and guest. Ticket delivery method is at sole discretion of Live Nation which will be either sent to winner by mail, email, mobile ticketing or placed at venue Will Call the day of concert under the winner's name. Winner must be present to pick up tickets and a valid photo ID will be required if tickets are placed at Will Call. Winner and guest must abide by all venue policies. Live Nation reserves the right to revoke full or partial prize from any winner or winner's guest who it and/or venue personnel deem may, in their sole discretion, be intoxicated, be a safety risk, have violated any venue policy or law, and/or may bring Live Nation into disrepute. Winner understands that there are inherent risks involved in being in public spaces and that these risks may be present before, during and after the concert. Resale of tickets is prohibited. By claiming tickets, you agree to Live Nation's Terms of Use and to abide by the health and safety measures in effect at the time of your concert, which may include, but not be limited to, wearing masks, providing proof of vaccination status and/or providing proof of negative COVID-19 status. Should the concert be cancelled, you will be notified as soon as reasonably possible.

Winner is responsible for any and all expenses associated with use of any Prize, including transportation, incidentals, meals, beverages and any other expenses. All federal, state, and local taxes are the sole responsibility of the individual Winner. Winner and Winner's guest must comply with all guidelines and rules of the Venue. All Prizes must be accepted "as is" and no warranties or guarantees are provided by Sponsor. Prize subject to cancellation policy of Venue.

Each potential 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"). Any Winner of a prize, if any, worth at least \$600 (or the then applicable amount required by law or IRS regulations) 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 value of such prize.

Tickets may only be used by Winner and the adult (age 18 or over) guest of Winner. Prize is not transferable and is subject to availability. No substitution of Prize for cash or other goods or services is permitted, except that Sponsor reserves the right to provide a substitute prize of approximately equal value. If Winner is unable for any reason to attend the Concert on the date and time above or any "rain date" or rescheduled date or time, Winner will forfeit the Prize in its entirety and Sponsor may, at its option, either select another potential winner or be relieved of liability for fulfillment of that Prize. If a Concert is cancelled for any reason, Sponsor shall be relieved of liability for fulfillment of the Prize, but may, in its discretion, substitute a prize of approximately equal value.

8. Odds of Winning depend on the number of eligible Entries received in the Prize Drawing.

9. **Winner Selection and Notification.** Winners will be selected by random drawing at the end of each Entry Period. Late Entries will not be considered. Sponsor or its designee will be the official timekeeper for all Prize Drawings. Decisions of Sponsor will be based on its discretion and interpretation of these Official Rules, and are final and binding in all respects.

Each potential Prize winner will be announced via a story post at <u>www.instagram.com/aefcu</u> @AEFCU and will be notified via Instagram direct messenger ("DM"), on or around six (6) calendar days in advance of the concert. If a potential Concert Ticket Prize winner does not respond within two (2) calendar days after the first DM 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 or requested information 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.

In the event of a dispute as to the identity of any Entrant, the authorized account holder of the Winning Instagram account Entry will be deemed to be the Entrant. The "authorized account holder" is the natural person assigned to the Instagram account by Meta Platforms, Inc. ("Meta") Each potential winner may be required to show proof of being an authorized account holder.

10. **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, security, legality, 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 winner(s) 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 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 other person. Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

11. Release. You agree that the Sweepstakes Entities, Live Nation Worldwide, Inc., Live Nation Marketing, Inc. (collectively "Live Nation"), 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 any Sweepstakes; (2) technical failures of any kind including, but not limited to, malfunctions, interruptions, miscommunications, delays or disconnections in phone lines, the Internet, the AEFCU Instagram Page or any website associated with this Sweepstakes, or any network hardware or software; (3) unauthorized human intervention in any part of a Sweepstakes; (4) technical or human error which may occur in the administration of any Sweepstakes or the processing of entries; (5) late, lost, incomplete, inaccurate, illegible, misdelivered, or undeliverable entries or notifications; or (6) on behalf of yourself and your guest, 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 a 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.

12. Limitation of Liability. To the fullest extent permitted by law, by entering a Sweepstakes or accepting a Prize, each Entrant agrees, on behalf of such Entrant and his or her guest, to release, discharge, indemnify and hold harmless each of the Sweepstakes Entities, Live Nation, 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 or guest's participation in any 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 Entrant's or guest's acceptance, possession, misuse or use of a prize or participation in a Sweepstakes. Under no circumstances will any Entrant or guest 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 specific Sweepstakes if available.

13. **Disputes:** Except where prohibited by law, by entering the Sweepstakes, each Entrant agrees, on behalf of such Entrant and his or her guest, 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 Sponsor 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.

14. **Trademarks.** Names and trademarks associated with prizes are used solely to identify the prizes. No endorsement, authorization, sponsorship, or approval by prize manufacturers or trademark owners is intended or implied by such use. All referenced names and trademarks are registered and unregistered trademarks or copyrights of their respective owners.

15. **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.

16. **Miscellaneous:** The Sweepstakes is not sponsored, endorsed, administered by, or associated with Instagram or Meta. Information provided to Sponsor in this Sweepstakes is not provided to Instagram or Meta. By entering or participating in the Sweepstakes, you hereby agree to release Instagram and Meta from any claims, known or unknown, in connection with the Sweepstakes.

Live Nation Worldwide, Inc. is not a Sponsor of the Sweepstakes and in no way responsible for the administration of the Sweepstakes, the verification of winners or the fulfillment of prizing. All inquiries regarding the Sweepstakes should be directed to Sponsor and not to Live Nation. Live Nation is a registered trademark of Live Nation Worldwide, Inc.

17. **Copy of Official Rules/Winners List:** For a copy of these Official Rules or Winner List, send a self-addressed, stamped business-size (#10) envelope to: American Eagle Financial Credit Union, PO Box 280128, East Hartford, CT 06128-0128, Attn: Rules/Winner List Summer 2023 Sweepstakes.

Please specify "Rules" or "Winner List." Requests must be received by Dec. 31, 2023. You may also view the rules at <u>https://www.americaneagle.org/rock</u>.

18. **SPONSOR:** American Eagle Financial Credit Union, Mailing address: PO Box 280128, East Hartford, CT 06128-0128.