## Ocean Financial Visa® Balance Transfer "Let Ocean Financial Pay" Sweepstakes Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED. **1. Eligibility:** The Ocean Financial Visa Balance Transfer "Let Ocean Financial Pay" Sweepstakes (the "Contest") is open to all Ocean Financial Federal Credit Union members in the fifty (50) United States and the District of Columbia who are of legal age at the time of entry. Members must be in good standing in order to be eligible for the contest. Employees of Ocean Financial and other companies associated with the promotion of the Contest, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Contest is subject to federal, state, and local laws, taxes and regulations. The winner accepts responsibility for all federal, state, local or other taxes or assessments that may be associated with or imposed as a result of this sweepstakes.

**2. Sponsor:** The Contest is sponsored by Ocean Financial Federal Credit Union, located at <u>45 Atlantic Ave.</u>, <u>Oceanside, NY 11572</u> and <u>4050 Merrick Rd.</u>, <u>Seaford, NY 11783</u>.

**3. Agreement to Official Rules:** Participation in the Contest constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

**4. Contest Period:** The Contest begins on January 1, 2021 at 12:01 am EST and ends on March 31, 2021 at midnight EST (the "Contest Period"). Entries that are submitted before or after the Contest Period will be disqualified.

**5.** How to Enter: Submissions will be accepted for the duration of the Contest using any of the following methods:

- <u>Visa Balance Transfer Form Submission</u>: When you submit your completed Visa Balance Transfer Request form and it is processed, you will automatically receive one entry for the contest. Limit one (1) entry per household.
- <u>Submission of 3 X 5 Index Card</u>: This method of entry will be available for the entire Contest Period. On a 3x5 card, handprint your full name, complete address, phone number (including area code), date of birth and email address and either drop off to a branch or mail in an envelope with proper postage affixed to: <u>Ocean Financial Visa Balance Transfer "Let Ocean Financial Pay" Sweepstakes, 45 Atlantic Ave., Oceanside, NY 11572.</u> Mail-in entries must be hand-printed and mailed in separately. All mail-in

entries must be postmarked and received by March 31, 2021. Limit one (1) entry per household. Multiple entries per household are not permissible regardless of the form of entry for the duration of the contest. All entries become the property of Sponsor and will not be acknowledged or returned.

**6. Odds of Winning:** The odds of being selected depend on the number of entries received. Winner will be randomly selected by an impartial Ocean Financial employee.

**7. Winner Notification:** The potential winners will be notified by email, mail or phone. The potential winner will be required to complete, sign and submit a Declaration of Compliance within five (5) days of the date of notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, or fails to submit the Declaration of Compliance within the required time period (if applicable), potential winner forfeits prize. Potential winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-

awarded. Prizes will be fulfilled approximately 2-4 weeks after the conclusion of the Contest. By accepting the prize, the winner consents to the use of his/her name and photograph or likeness for advertising and promotional services without compensation. The name and photograph (as applicable) of the prize winner may be posted in the credit union branch locations, published in the quarterly newsletter and included in other informational resources and advertisements such as the credit union's website, digital signage, etc.

**8. Prizes:** Ocean Financial Federal Credit Union will pay \$500 to the winner, regardless of entry method. If a winner is entered via a Visa Balance Transfer form, they will be able to choose having their Visa balance paid down (up to \$500) or receiving a \$500 Visa gift card<sup>1</sup>. If the winner is entered via a # X 5 index card, they will receive a \$500 Visa gift card.

**9. General Conditions:** In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Contest and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

10. Release and Limitations of Liability: By participating in the Contest, entrants agree to release and hold harmless the Sponsor, and each of their respective families, subsidiaries, affiliates, advertising and promotion agencies, volunteers, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the Released Parties) from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) lost, late, incomplete, garbled, illegible, undelivered, stolen, damaged, delayed, postage-due or misdirected mail, entries, application downloads, (e) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the processing of entries or in any Contest related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Contest or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Contest, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

**11. Disputes:** Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in New York. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of New York, 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 New York.

**12. Privacy:** Information collected from entrants is subject to Ocean Financial's privacy policy, which can be found at <u>www.OceanFinancial.org</u>.

**13. Winner List:** To request the name of the winner send a self-addressed stamped envelope to <u>Ocean Financial</u> <u>Visa Balance Transfer "Let Ocean Financial Pay" Sweepstakes – Winner List, 45 Atlantic Avenue, Oceanside, NY</u> <u>11572</u>. Winner List requests will only be accepted after the promotion end date (listed above). The Winner List can also be requested by email by sending the request to <u>marketing@oceanfinancial.org</u>.

## <sup>1</sup>FEES AND CHARGES ON YOUR CARD

The following fees and charges are imposed by us and will be charged to the Card.

Inactivity Fee	Following 12 months of inactivity on Card from time of value load	\$5.00 per month
Cash Out/ Lost/Stolen Replacement Card Fee	New card issuance fee may also apply	\$5.00

## **EXPIRATION DATE**

The expiration date is 7 years from date of manufacture of card. The funds on this card will be available until spent or until the date shown on the front of the card which is at least 5 years from the date the value was loaded.

## **TERMS & CONDITIONS**

The full Cardholder Agreement containing the terms and conditions for your gift card may be viewed at <u>www.harlandclarkegiftcard.com</u>.

For any additional questions regarding your Gift Card please contact us at 1.866.244.5360. Please record your Gift Card number and keep it in a safe place in case your card is lost or stolen.