

The Xcel Federal Credit Union Sweepstakes and Review May 2017: Official Rules

These rules pertain to "The Xcel Federal Credit Union Sweepstakes and Review May 2017" (the "Sweepstakes") sponsored by Schmitt-Sussman Enterprises, Inc. (the "Sponsor"). By participating, each entrant and winner agrees to comply with, and be bound by, these Official Rules and the decisions of Sponsor (including, but not limited to, eligibility determinations), and waives any right to claim ambiguity in the Sweepstakes or these Rules and Disclaimers.

1. NO PURCHASE OR CREDIT UNION ACCOUNT NECESSARY TO ENTER OR WIN. BECOMING A MEMBER OF A CREDIT UNION OR PURCHASING INSURANCE FROM THE SPONSOR WILL NOT INCREASE YOUR CHANCES OF WINNING. There is no requirement that you become a Credit Union member, purchase goods or services from Credit Union or Sponsor, pay any money to Credit Union or Sponsor, or submit to any sales promotion by Credit Union or Sponsor to be eligible to participate in the Sweepstakes. The Sweepstakes is open to legal residents of the states of Connecticut, Delaware, New Jersey, New York and Pennsylvania who are age 18 or older at the time of entry and are members or eligible to become members of Xcel Federal Credit Union (the "Credit Union"), only. Officers, directors, employees and volunteers of the Sponsor, Credit Union or any affiliated entities (collectively, the "Sweepstakes Entities") and their immediate families (parent, child, sibling and their spouses, regardless of where they live) and household members of such officers, directors, employees or volunteers are not eligible to enter the Sweepstakes. The Sweepstakes is void where restricted or prohibited by law.

2. HOW TO ENTER: The entry period for the Sweepstakes begins at 12:01 AM (ET) on May 1, 2014 and ends at 11:59 PM (ET) on May 30, 2017 (the "Sweepstakes Period"). There are two ways to enter the Sweepstakes:

- **BY CALLING CREDIT UNION CALL CENTER:** Any eligible individual can call the Credit Union's call center at 1-800-284-8663 and ask to be entered into The Xcel Federal Credit Union Sweepstakes and Review May 2017. To enter the Sweepstakes in this manner, you must provide your name, address, and phone number and, if you are not already a Credit Union member, answer questions to confirm your eligibility to become a Credit Union member.
- **BY VISITING CREDIT UNION:** Any eligible individual can visit the Credit Union at any of its (a) branches or (b) booths located at a participating employer group of the Credit Union, and ask to be entered into The Xcel Federal Credit Union Sweepstakes and Review May 2017. To enter the Sweepstakes in this manner, you must provide your name, address, and phone number and, if you are not already a Credit Union member, answer questions to confirm your eligibility to become a Credit Union member.
- **BY CALLING FAMILY SECURITY PLAN:** Any eligible individual can call the Sponsor's call center at 1-800-990-4737, Ext. 2231, directly, and ask to be entered into The Xcel Federal Credit Union Sweepstakes and Review May 2017. To enter the Sweepstakes in this manner, you must provide your name, address, and phone number and, if you are not already a Credit Union member, answer questions to confirm your eligibility to become a Credit Union member.

The maximum number of entries allowed during the Sweepstakes Period is one (1) per person. At the discretion of the Sponsor, any attempt by any person to submit more than the stated maximum number of entries by using multiple/different addresses, email addresses, telephone numbers and/or any other methods may void all of such person's entries and such person may be disqualified from participation in the Sweepstakes. 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 Sweepstakes or to be acting in violation of these Official Rules. Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part thereof, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion.

3. DRAWING: On or about June 1, 2017, the prize winner will be randomly selected from among the eligible entries received during the Sweepstakes Period. The drawing will be conducted in the offices of the Sponsor located at 34 Prindle Hill Road, Orange CT 06477. Entrants need not be present in order to win. Decisions of Sponsor shall be based on its interpretation of these Official Rules, and its decisions are final and binding in all respects. Odds of winning are dependent upon the total number of eligible entries received during the Sweepstakes Period. Potential winners will be notified by telephone or U.S. mail using the phone number or

mailing address provided by entrant at the time of entry (the "Prize Notification"). Sponsor is not responsible for undeliverable Prize Notifications due to any change in a potential winner's phone number or mailing address or due to any other reason. Eligibility requirements may be subject to verification by Sponsor prior to the awarding of the prize.

4. **PRIZE:** One (1) prize will be awarded consisting of a \$150.00 VISA® pre-paid card (ARV: \$150.00). No transfer of prize permitted by winner, except at Sponsor's sole discretion. Winner is responsible for the reporting and payment of all applicable federal, state and local taxes on prize. Sponsor reserves the right to substitute a prize of equal or greater value at its sole discretion, for any reason.

5. **LIMITATION OF LIABILITY:** By entering or accepting any prize, each entrant, on behalf of themselves and each of their respective heirs and assigns, agrees to release, discharge, indemnify and hold harmless the Sponsor, Credit Union and other Sweepstakes Entities, and each of their respective officers, directors, employees, representatives, agents and volunteers, from and against any claims, damages, liabilities, or causes of action related in any way to the operation of or participation in the Sweepstakes and any other claims, damages or liabilities, including without limitation, any claims based on publicity rights, privacy rights, personality rights, "moral rights," or defamation, and any and all any taxes levied, assessed or collected, whether resulting, arising out of, or otherwise related to the Sweepstakes, in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the Prize, participation in any Sweepstakes - related activity, or any other acts or omissions in connection therewith. UNDER NO CIRCUMSTANCES WILL ANY SWEEPSTAKES ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND EACH ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSE, AND ANY AND ALL CLAIMS JUDGMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, EXCLUDING ATTORNEY'S FEES AND COURT COSTS. UNDER NO CIRCUMSTANCES WILL ANY SWEEPSTAKES ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND EACH ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSE, AND ANY AND ALL CLAIMS JUDGMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, EXCLUDING ATTORNEY'S FEES AND COURT COSTS. If for any reason a contestant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, contestant's sole remedy is another entry in the Sweepstakes or a future Sweepstakes with a prize of similar nature and equal or greater value.

6. **PRIVACY RELEASE:** When entering the Sweepstakes, you agree that you are providing your information to Sponsor and not Credit Union. Sponsor will use such information for the sole purpose of facilitating the administration of the Sweepstakes and preparation and delivery of prizes. Entry into this Sweepstakes constitutes each entrant's consent to disclosure by the Sponsor of the name, address, telephone number and age associated with entrant's entry to any service provider involved with administering this Sweepstakes, or preparing or delivering any Prize Notification or prize. To the extent not inconsistent with the foregoing two sentences, the information you provide to Sponsor will be subject to the Sponsor's privacy policy that is available upon request by calling the Sponsor at the number provided in paragraph 2 or writing to the Sponsor at the address provided in paragraph 11.

7. **DISCLOSURE:** The Sweepstakes is in no way administered by Credit Union. By entering the Sweepstakes, you waive all claims against Credit Union and each affiliate of Credit Union, and each of their officers, directors, employees and volunteers, for damages, liabilities, or causes of action related in any way to the operation of or participation in the Sweepstakes.

8. **TRADEMARKS:** Company names and trademarks associated with the Prize are used solely for the purposes of identification of the Prizes. No endorsement, authorization, sponsorship, or approval of Prize manufacturers or trademark owner is intended or implied by such use. All referenced company names and trademarks are registered trademarks or copyrights of their respective owners.

9. **GENERAL:** The potential winner may be required to sign and return an Affidavit of Eligibility, Liability Release and, where legal, a Publicity Release, within twenty (20) days of first attempted Prize Notification. In the event of noncompliance, the potential winner may be disqualified and an alternate winner selected, at Sponsor's sole discretion. By entering, participants (a) agree to be bound by these Official Rules and the decisions of the Sponsor (including but not limited to eligibility determinations) which are final and binding in all respects; and (b) grant Sweepstakes Entities the right, unless prohibited by law, to use of his/her name,

photograph, voice, image and/or likeness, for advertising and promotional purposes in connection with Sponsor's or Credit Union's products and services and all matters related to this Sweepstakes, without additional compensation, in any manner or medium, throughout the world in perpetuity. If (i) any Prize Notification cannot be made in a timely manner, (ii) potential winner declines his or her prize, (iii) potential winner fails to provide complete entry information and/or timely reply to and/or return all required documents, or (iv) potential winner fails to comply with any of the Official Rules herein, such winner will be disqualified and an alternate winner selected at random, at Sponsor's discretion. Any prize not claimed within 90 days after attempted notification will be forfeited. No Sweepstakes Entity or any of their respective officers, directors, employees and volunteers shall be liable for potential winner's unsuccessful efforts to claim a prize. The Sweepstakes is subject to all applicable federal, state and local laws and regulations.

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 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.

11. **OFFICIAL RULES OR WINNER LIST:** For a copy of these Official Rules or Winner List, send a self-addressed, stamped business-size (#10) envelope to: Schmitt-Sussman Enterprises, Inc., Attn: The Xcel Federal Credit Union Sweepstakes and Review May 2017, 34 Prindle Hill Road, Orange, CT 06477. Please specify "Rules" or "Winner List." Requests must be received by November 30, 2017.

12. **SPONSOR:** Schmitt-Sussman Enterprises, Inc., 34 Prindle Hill Road, Orange CT 06477.

13. **PROMOTOR:** This Sweepstakes is being promoted by Xcel Federal Credit Union, P.O. Box 2618, Secaucus, NJ 07096 by special arrangement with Sponsor in connection with the advertisement to Credit Union members of certain insurance products offered by Sponsor.

This offer shall not be published without the written permission of the Sponsor.

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