

FIRST TECH PLAYOFF TICKET PROMOTION OFFICIAL 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 First Tech Playoff Ticket Promotion (“Promotion”) is open to legal United States residents of the state of Oregon or Western Washington, who are 18 years of age or older and are members of First Tech Federal Credit Union (each a “Member”) at the time of entry in the Promotion (each an “Entrant”). Employees of Sponsor, the Released Parties (as such term is defined below), or any of their respective parents and subsidiaries, advertising and promotion agencies and all other entities participating in the design, promotion, marketing, advertising, administration or fulfillment of the Promotion, their immediate family members, and any persons domiciled with, such employees, are not eligible for entry or participation in the Promotion. Promotion is void outside of Washington and Oregon, and wherever else restricted or prohibited by law.
- 2. SPONSOR.** This Promotion is sponsored and administered by First Tech Federal Credit Union (referred to herein as “Sponsor” or “First Tech”). This Promotion is not sponsored or administered by Trail Blazers Inc., the National Basketball Association (“NBA”), its Member teams, its affiliates, nor its players, none of whom are responsible for the content of this Promotion. Use of any trademark of the Portland Trail Blazers or the NBA and the content of the promotion has been done under contract and with permission of Trail Blazers Inc. and/or the NBA.
- 3. PROMOTION PERIOD.** The Promotion begins on April 9, 2019 and ends at 5:00 pm PPT on April 12, 2019 (the “Entry Period”).
- 4. HOW TO ENTER.** There are two (2) ways to enter this Promotion:
Credit Card Application Entry Methods: During the Entry Period go to <https://www.firsttechfed.com/Pages/Trail-Blazers> (which link may also be found in any Promotion email Members may receive during the Entry Period), click on the “Apply” link and follow the instructions to fill out the First Tech credit card application form, providing all required information and submitting. By entering online, each entrant agrees to be bound by the terms relating to the use of the website, including its Privacy Policy at <https://www.firsttechfed.com/-/media/FirstTech-Web/Documents/Other-pdfs/privacy-policy.pdf>. You can also submit a First Tech credit card application in person at any First Tech Credit Union branch in the state of Oregon or Western Washington (for specific locations visit <https://www.branchspot.com/first-technology-federal-credit-union/>) during normal business hours. Your submission of a completed First Tech credit card application will automatically be provide you with one (1) entry in the Promotion. Submission of an entry in the Promotion does not guarantee qualification for or issuance of a First Tech Federal Credit Union credit card or any rights related thereto.

No Credit Card Application Entry Method: To enter without applying for a First Tech credit card, persons may go to any First Tech Credit Union branch in the state of Oregon or Western Washington (for specific locations visit <https://www.branchspot.com/first-technology-federal-credit-union/>) during normal business hours, on a 3"x5" card or piece of paper provide your full name, mailing address, telephone number (including area code), and e-mail address, if applicable, and give it to branch staff telling them you want to enter the "First Tech Playoff Ticket Promotion."

LIMIT OF ONE ENTRY PER PERSON REGARDLESS OF METHOD OF ENTRY. All entries must be received by 5:00 pm PPT on April 12, 2019 regardless of method of entry.

In the event of a dispute as to the identity of an Entrant, the Entrant will be deemed to be the authorized account holder of the First Tech account or the email account listed on the entry form.

5. **PRIZE DRAWING/ODDS.** After 5:00 pm PPT on April 12, 2019, one (1) entrant will be chosen by random drawing from all eligible Entries received during the Entry Period, who after confirmation of eligibility and compliance with these Official Rules, will win two (2) Club Level tickets to the second Trail Blazers playoff home game of Round 1 of the NBA playoffs which will occur at the Moda Center in Portland, Oregon (exact game date to be announced at the completion of the NBA regular season; exact seat location to be determined in Sponsor's sole discretion at time of award), each ticket includes a \$30 credit to be used within the Arena for purchase of food, beverages and/or merchandise in its entirety on the respective game night. Unless specifically stated herein, winner and winner's guest are each solely responsible for any and all additional expenses which may be associated with participation in the Promotion, and acceptance and/or use of a prize, including but not limited to transportation, parking and all other incidentals. Approximate retail value ("ARV") of the prize is \$216. Actual retail value of the tickets may vary at the time prize is awarded based on the then-current market price for the game. Prize has no cash value. Any difference between the stated ARV and the actual value of the prize will not be awarded.

The odds of winning the prize will depend on the number of eligible entries received during the Entry Period.

6. **PRIZE RESTRICTIONS AND CONDITIONS.** Winner agrees that the prize and/or any portion thereof awarded is personal to such winner and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated or otherwise conveyed, provided, however, that Sponsor reserves the right to substitute a prize with another prize of equal or greater value should the advertised prize become unavailable for any reason. Winner's guest will not have any independent rights to the prize or any portion thereof and such guest must accompany the winner at all times during use of the prize. A violation of any of the foregoing restrictions shall revoke winner's license, and the prize will not be honored. Sponsor and management personnel of the Moda Center reserve the right to remove or to deny entry to winner and/or

winner's guest if any such person violates the previous restrictions or engages in a disruptive manner, or with intent to abuse, threaten or harass any other person during the experience. All activities related to acceptance and/or use of a prize are at the winner's and his/her guest's own risk and each such person agrees to abide by all rules and policies of the Moda Center and are subject to removal for noncompliance or unruly behavior.

As required by law, Sponsor will issue a Form 1099-MISC to winner reporting the final taxable retail value of prize. All federal, state or other tax liabilities (including income taxes) arising from this Promotion will be the sole responsibility of winner. Winner should consult his/her tax advisor about the tax implications of winning the prize. Winner agrees to execute all necessary and requested documents, including without limitation the affidavit of eligibility, and a liability and publicity release (except where prohibited by law), as requested by Sponsor and agrees to provide a copy of a government issued identification card containing a photo of such potential winner. Failure by a potential winner to sign and return the affidavit, release or other required documents, or to comply with any term or condition of these Official Rules, may, at the sole discretion of Sponsor, result in disqualification and the forfeiture of such potential winner's interest in a prize. Winner's guest may be required to sign a release and waiver to receive benefits of the prize or any portion thereof, if applicable.

- 7. LIMITATIONS OF LIABILITY.** This Promotion is subject to all applicable federal, state and local laws of the United States. Disputes regarding these Official Rules and/or this Promotion will be governed by the internal laws of the State of Oregon. By entering, Entrant consents to jurisdiction in the federal and state courts of Oregon for the resolution of any and all disputes. By entering the Promotion, each entrant agrees that (i) any and all disputes, claims, and causes of action arising out of or in connection with the Promotion, or any prize awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion, but in no event attorney's fees; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and each entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.
- 8. GENERAL CONDITIONS.** By participating in the Promotion, each participant agrees to be fully and unconditionally bound by these Official Rules and the decisions of Sponsor and waive any right to claim ambiguity in the Promotion or these Official Rules. Solely for purposes of compliance with the terms and conditions provided in these Official Rules and use of any prize, guest of winner will be deemed as an entrant/participant in the Promotion, regardless of whether such guest submitted an official entry. Any portion of the Promotion may be canceled, suspended and/or modified, in whole or in part, if in Sponsor's opinion any fraud, technical failure or other factor beyond our control impairs the integrity or proper functioning of the Promotion. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Promotion or to be 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 Promotion, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor reserves the right at its sole discretion to terminate the Promotion and, if terminated, at its discretion, select the potential winner in a random drawing from among all eligible, non-suspect entries received prior to action taken. You may not enter with multiple identities or use any automated system, bot or other device or artifice to enter or obtain more than the maximum number of qualified entries. Unclaimed Prize will not be awarded.

9. **PRIVACY.** All personal information collected by Sponsor will be used for administration of the Promotion. In addition, Entrants may receive email correspondence from, or on behalf of Sponsor subject to Sponsor's privacy policy. Sponsor uses reasonable commercial efforts to comply with Federal CAN-SPAM guidelines and to supply information to entities that comply with CAN-SPAM guidelines, and Entrants may subsequently opt-out of receiving further emails by following the opt-out instructions contained in the email. Any questions regarding privacy matters should be directed to the address set out below. Please refer to Sponsor's privacy policy located at <https://www.firsttechfed.com/-/media/FirstTech-Web/Documents/Other-pdfs/Privacy-Policy-07-2017.pdf> for important information regarding the collection, use and disclosure of personal information by Sponsor.
10. **PUBLICITY.** Except where prohibited by law, by entering and/or participating in the Promotion, each participant/Entrant grants full permission to each of the Released Parties to publish, disseminate and use (including altering) such Entrant's name, image, likeness, voice and/or photo ("Likeness") in any medium, whether known or unknown (including, but not limited to, video, audio, photographic, digital, electronic, hosted media, web based service or any other medium, "Medium") for any purpose, without any compensation to, permission from or inspection by such Entrant. Each Entrant represents and warrants that they have full authority to grant this permission and do so with full knowledge of the facts and circumstances surrounding such Likeness in any Medium.
11. **PARTICIPATION.** All Entrants agree to release, discharge, indemnify and hold harmless Sponsor, Trail Blazers Inc., Rip City Management LLC, the National Basketball Association and its Member Teams, NBA Properties, Inc., and each of their respective parents, subsidiaries, affiliates, directors, officers, employees and agents (collectively, the "Released Parties") against any and all liability, damages or causes of action (however named or described), with respect to or arising out of either (i) entrant's participation, or (ii) the receipt or use of the prize, or any portion thereof, awarded in the Sweepstakes. Sponsor reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Sweepstakes as solely determined by Sponsor. In the event the Sweepstakes is compromised by a virus, non-authorized human intervention, tampering or other causes beyond the reasonable control of Sponsor which corrupts or impairs the administration, security, fairness or proper operation of the Sweepstakes, Sponsor reserves the right in its sole discretion to suspend, modify or terminate the Sweepstakes. Should the Sweepstakes be terminated prior to the stated expiration date, Sponsor

reserves the right to award prize based on the entries received before the termination date., and their officers, directors, employees, representatives and agents from and against any claims, damages, disability, attorneys' fees, and costs of litigation and settlement, as well as any liability due to 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: (i) entering to win or the use, redemption, acceptance, possession, ownership, or misuse of any prize, (ii) participation in any activity, event, or excursion offered in connection with the prize, (iii) use of any facility, service and/or accommodation related to the prize, or (iv) participation in any Promotion-related activity or participation in this Promotion. Sponsor reserves the right to disqualify any Entrant it finds to be tampering with the entry process or the operation of the Promotion or violating these Official Rules, and reserves the right at its sole discretion to terminate the Promotion and, if terminated, at its discretion, select the potential winner(s) in a random drawing from among all eligible, non-suspect entries received prior to action taken. Sponsor shall not be liable for: (i) late, lost, delayed, void, corrupted, misdirected, incomplete unreadable, inaccurate, garbled or unintelligible entries, communications or declarations, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical malfunctions, bugs, lost connections, disconnections, delays or transmission errors Promotion Entrants may encounter when submitting their entry; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind caused by the prize or resulting from acceptance, possession or use of a prize, or from participation in the Promotion; or (v) any printing, typographical, administrative or technological errors in any materials associated with the Promotion.

Caution: any attempt to deliberately damage or undermine the legitimate operation of the Promotion may be in violation of criminal and civil laws and will result in disqualification from participation in the Promotion. Should such an attempt be made, Sponsor reserves the right to seek remedies and damages (including attorney fees) to the fullest extent of the law, including criminal prosecution.

- 12. WINNER'S LIST AND SWEEPSTAKES RULES.** For questions regarding these Official Rules or to obtain the name of the winner in the Promotion (available after April 15, 2019) mail your request postage prepaid, including a self-addressed stamped envelope, to "First Tech Playoff Ticket Promotion Questions/Winner," PO BOX 2100, Beaverton, OR 97075. Attn: Promotion Administrator. All requests must be received by April 10, 2019 to be processed.

© 2018 First Tech Federal Credit Union. All rights reserved.