

## First Tech Digital Promotions Cover Sheet

## **Please See Official Rules Below**

| Name of Promotion:                                 | Blazers Block Party 2022   |
|--|--|
| Promotion Website:                                 | n/a  |
| Promotion Start Date and Time:                     | Start time at 7:00pm PT on the following date:   |
|  | Tuesday, October 11, 2022, Friday, October 21, 2022,<br>Monday, November 7, 2022, Wednesday, November 30,<br>2022  |
| Promotion End Date and Time:                       | End time at 10:00pm PT on the following date:<br>Wednesday, October 19, 2022, Monday, October 31,<br>2022, Tuesday, November 15, 2022, Thursday, December<br>8, 2022   |
| Additional Sponsors, If Any:                       | n/a  |
| Brand Associated with Promotion:                   | n/a  |
| Eligibility Restrictions:                          | n/a  |
| Promotional Consideration, If Any, By:             | n/a  |
| Entry Instructions:                                | Instagram Post to Win: First Tech will post about the<br>game. You must comment and/or tag a friend in our post<br>as well as follow the First Tech official Instagram page.<br>To enter, you must complete the above by the date listed<br>in the post. Winners will be notified by a direct message<br>in Instagram. |
| Referral or Other Criteria for Additional Entries: | n/a  |
| Number of Prizes:                                  | Total of 14 tickets per game, four games, two tickets per winner, seven winners  |
| Description of Prize(s):                           | Two tickets to the Blazer Game in the First Tech Block Party section per winner.   |
| Average Retail Value of Each Prize:                | \$100.00   |
| Total Retail Value of All Prizes:                  | \$2,800  |
| Additional Prize Conditions, If Any:               | n/a  |
| Drawing Date:                                      | All drawing times will take place at 10:00pm PT on all the dates listed below:   |
|  | Wednesday, October 19, 2022, Monday, October 31,<br>2022, Tuesday, November 15, 2022, Thursday, December<br>8, 2022  |

Corporate Headquarters | 2702 Orchard Pkwy | San Jose, CA 95134-2012 Correspondence | PO Box 2100 | Beaverton, OR 97075-2100 firsttechfed.com | 855.855.8805





## First Technology Federal Credit Union Digital Promotions General Rules. Please See Cover Sheet for Specifics.

- 1. General Rules. These rules apply generally to any sweepstakes promotion ("Promotion") sponsored by First Technology Federal Credit Union ("First Tech" or "Sponsor") that are conducted in the United States and have an aggregate prize value of under \$5,000.00. These rules are designed to work with a cover sheet ("Cover Sheet") that outlines any additional information or special notices relating to the Promotion. Contests and promotions that do not fit the above-referenced criteria will have new terms and conditions accessible from the entry page. In addition, some special terms and changes not noted in these rules or on the Cover Sheet for a specific promotion ("Specific Promotion") will be digitally posted on the landing site for the promotion ("Promotion Site") or in separate written rules attached to these rules ("Cover Sheet"), or separate written rules will be attached altogether.
- 2. Promotion Dates: All Specific Promotions shall include a "start" and "end" date in the Promotion Site or on the Specific Promotion Cover Sheet attached to these rules. All entries must be received by the end date and time to be eligible to win. The end time, unless otherwise noted, will always be 11:59 PM, California time (regardless of Daylight Savings Time), according to Sponsor's internal time clock. In the event a Specific Promotion is a mail-in Promotion, all entries must be postmarked by the end date listed in the Cover Sheet and received at the correct address no later than 5:00 PM, 7 days after end date. Sponsor is not responsible for any misdirected or otherwise late entries.
- 3. **Sponsor:** All Promotions are sponsored by First Technology Federal Credit Union, 2701 Orchard Parkway, San Jose, CA 95134-2008. Additional sponsors, if any, will be noted in the Cover Sheet for any Specific Promotion and will collectively be referred to as "Sponsor."
- 4. **MANDATORY FACEBOOK, TWITTER, INSTAGRAM, PINTEREST, AND GOOGLE+ DISCLOSURE:** This Promotion is in no way sponsored, endorsed, or administered by, or associated with, Facebook, Twitter, Instagram, Pinterest, or Google+. You are providing your information to Sponsor and not to Facebook, Twitter, Instagram, Pinterest, or Google+. The information you provide will only be used for administering this Promotion and for marketing purposes in accordance with Sponsor's privacy policy.
- 5. **Odds.** The odds of winning depend upon the number of entries received.
- 6. Eligibility: Unless otherwise noted in the Cover Sheet, Promotions are open to persons over the age of 21 who are current U.S. residents living in the 50 U.S. States, and excluding Puerto Rico, the U.S. Virgin Islands, U.S. Military installations in foreign countries, and all other U.S. territories and possessions and where restricted or prohibited by law. Entrants must have access to the Internet. Employees of Sponsor, its advertising and promotion agencies, and any other entities participating in the design, promotion, marketing, administration, or fulfillment of any Promotion, as well as each parent corporation, subsidiary, and affiliated company and their immediate families (defined as spouse, mother, father, sisters, brothers, sons, daughters, uncles, aunts, nephews, nieces, grandparents and in-laws, regardless of where they live) and members of their households (whether or not related), are ineligible to participate in any Promotion. For text-only promotion, persons must have a mobile phone and appropriate mobile service to receive texts prior to the state date of the



Specific Promotion. Although Sponsor does not charge for text entries, standard text messaging rates may apply, and do not inure to the benefit of Sponsor.

- 7. For text-only Promotions, you will receive a message that your entry has been received. The Telephone Communications Privacy Act requires your express written consent to receive additional texts beyond a winner notification. Accordingly, your acknowledgement text will invite you to reply to receive special offers in addition to notification if you have won anything.
- 8. **How to Enter:** Method of entry is specific to the platform on which you enter ("Promotion Platform"). Please see below for the details of the method of entry based on the Promotion Platform indicated in the Specific Promotion Cover Sheet attached to these rules. For all methods of entry, you must start with the link provided in the Specific Promotion Cover Sheet attached to these rules. Only the entry method specified in the Specific Promotion is allowed. All other entries will be disregarded. Unless otherwise noted, only one entry per natural person per Specific Promotion.

## 9. **Promotion Platforms:**

- Enter to Win: Place a business card in the designated receptacle at a participating location for a chance to win. Alternatively you may fill out a brief form available at locations where the sweepstakes is available and place that form in the designated receptacle. Note that not all promotions are available at all locations, and some locations may not participate in any promotions.
- **Complete Survey to Win:** Go to the website designated on the cover sheet and complete the specified survey for a chance to win. You must enter the requested information when you complete the survey so that Sponsor has a means to contact you should you win.
- **Register To Win:** Follow the link in the Cover Sheet and register on Sponsor's website for a chance to win. You will be required to include your name and email address in order to enter for a chance to win.
- **Refer-A-Friend To Win:** Go to Sponsor's link as instructed on the Cover Sheet to these Rules. Using the form provided there, enter in as many friend emails as you can. For every friend whose valid email address you enter, you will earn a chance to win. No duplicate email entries will be accepted.
- **Re-Tweet To Win:** For re-Tweet to Win Twitter promotions, you must have a Twitter account, which is free, and if you don't already have one, go to <u>www.twitter.com</u> to set one up. Once you have a Twitter account, re-Tweet the Sponsor's Tweet as indicated in the Cover Sheet to these Rules for a chance to win.
- Instagram Comment to Win: For Comment to Win Instagram promotions, you must have an Instagram account, which is free, and if you don't already have one, go to <u>www.instagram.com</u> to set one up. Once you have an Instagram account, then Post in response to Sponsor's post on Sponsor's Instagram feed as instructed in the Cover Sheet to these Rules for a chance to win.
- Instagram Post to Win: For Post to Win Instagram promotions, you must have an Instagram account, which is free, and if you don't already have one, go to <a href="https://www.instagram.com">www.instagram.com</a> to set one up. Once you have an Instagram account, then complete the following steps for a chance to win:



- Follow Sponsor's Board as instructed in the Cover Sheet to these Rules;
- Post on your Instagram feed as instructed in the Cover Sheet to these Rules. Your post must include the hashtag listed on the Cover Sheet as well as the #sweepstakes hashtag.
- Like to Win: For Like to Win Facebook promotions, you must have a Facebook account, which is free, and if you don't already have one, go to www.facebook.com to set one up. Once you have a Facebook account, then "Like" Sponsor's Facebook page as instructed in the Cover Sheet to these Rules for a chance to win.
- Facebook Post to Win: For Post to Win Facebook promotions, you must have a Facebook account, which is free, and if you don't already have one, go to www.facebook.com to set one up. Once you have a Facebook account, then Post in response to Sponsor's post on Sponsor's Facebook page as instructed in the Cover Sheet to these Rules for a chance to win.
- 10. **Prizes:** Prize information will be available on the Specific Promotion website and on the Specific Promotion Cover Sheet attached to these rules. The Average Retail Value of any prize ("ARV") of a prize is listed on the Cover Sheet. Selected Entrants shall not be entitled to any price differential between the actual retail value of any prize and the ARV listed here. Other prize information, including the number of prizes, ARV for all prizes, total ARV in a single promotion, and delivery methods for prize shall be disclosed on the Specific Promotion site and on the Cover Sheet.
- 11. Prize Notification: You will be notified in the manner consistent with the method of entry used in the Specific Promotion you entered. Except where prohibited, Selected Entrant may be required to execute a Declaration of Eligibility, a Liability Release a Publicity Release, a W-9 form, and a Tax Acceptance Form ("Declaration/Release"). Selected Entrants may be required to show proof of their age before being awarded a prize. Selected Entrants forfeit the prize if they do not respond to the prize notification within the specified time period. Any documents supplied to Selected Entrant must be signed and returned by the date and/or time indicated within such documents, except where prohibited. If a Selected Entrant fails to sign and return such documents within that time, or if an Entrant is found to be ineligible, or if an Entrant does not comply with the Official Rules, then that Selected Entrant may be disqualified and an alternate Entrant may be selected. Given the time sensitive nature of some prizes, Selected Entrant may have fewer than 24 hours to respond to prize notification.
- 12. **Prize Conditions:** Winning a prize is a taxable event. Taxes, if any, are the sole responsibility of Selected Entrants, and Selected Entrants who are U.S. residents may be issued an IRS Form 1099 for the ARV of any awarded prize. Winner waives the right to assert as a cost of winning a prize any and all costs of verification and redemption to redeem said prize and any liability which might arise from redeeming or seeking to redeem said prize. All federal, state or other tax liabilities (including income taxes) arising from any Specific Promotion will be the sole responsibility of each winner who accepts a prize. Except where prohibited by law, the winner's entry and acceptance of the prize constitutes permission for Sponsor and/or any related or affiliated companies (collectively "Promotion Entities") to use said winner's name on air, and in some cases, his or her photograph, likeness, statements, biographical information, voice, and city and state address for promotional or advertising purposes in connection with Sponsor generally. All entries are subject to verification prior to awarding of prizes. Eligibility, age, and claims made by the Selected Entrant also are subject to verification prior to awarding of prizes.



- 13. Promotion Conditions: This Promotion is subject to all applicable federal, state and local laws of the United States. By participating, Entrants agree to be fully and unconditionally bound by these Official Rules and the decisions of the Sponsor and waive any right to claim ambiguity in the Promotion or these Official Rules. Winner and Entrants also agree to release, discharge, indemnify, and hold harmless the Sponsor(s) and each of the respective 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) redemption, acceptance, possession, ownership, misuse, or use of any prize or participation in any Promotion-related activity or participation in this Promotion, or (ii) printing, distribution, or production errors. Sponsor or its affiliates may rescind any promotion found to contain such errors without liability at its sole discretion. Sponsor makes no warranty, representation or guarantee, express or implied, in fact or in law, relative to the use of any prize, including, without limitation, quality, merchantability, or fitness for a particular purpose (unless sponsor provides the prize winner with written warranties). Further, no responsibilities are accepted for any additional expenses, omissions, delays, or acts of any government or authority. Void Where Prohibited.
- 14. **Restrictions:** The prize package consists of only those items specifically described as part of the prize on the Specific Promotion site or on the Cover Sheet. Sponsor may at Sponsor's sole and absolute discretion provide different prizes of equal or greater value. Sponsor shall not be liable to any winner or any person claiming through such winner for failure to supply the prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s), or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s), or request(s) prove(s) to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, cancellation or postponement of any concert or other event, or any other cause beyond Sponsor's sole control.
- 15. Limitations of Liability: Neither Promotion Entities nor Sponsor are responsible for: (1) lost, late, misdirected, undeliverable or incomplete entries due to system errors or failures, or faulty transmissions or other telecommunications malfunctions and/or entries; (2) technical failures of any kinds; (3) failures of any of the equipment or programming associated with or utilized in the Promotion; (4) unauthorized human and/or mechanical intervention in any part of the entry process or the Promotion; (5) technical or human error which may occur in the administration of the Promotion or the processing of entries; (6) misprints or typographical errors related to these rules or any Specific Promotion or (7) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Promotion or receipt or use of any prize. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, Entrant's sole remedy is another entry in the Promotion, and only if the Promotion has not ended. Sponsor may prohibit an Entrant from participating in the Promotion or winning a prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to



annoy, abuse, threaten, or harass any other Entrants or Sponsor's representatives. If for any reason any Specific Promotion is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Specific Promotion, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify, or suspend all or any part of the Promotion and to select a potential winner from among all eligible entries received by Sponsor up until the time of such cancellation, termination, modification, or suspension, as applicable. Caution: any attempt by an Entrant to deliberately damage the website or undermine the legitimate operation of the promotion may be in violation of criminal and civil laws and should such an attempt be made, sponsor reserves the right to seek civil and/or criminal prosecution and damages (including attorneys' fees) from any such Entrant to the fullest extent of the law.

- 16. Jury Trial Waiver: Except as prohibited by law and as a condition of participating in this Promotion, Entrant hereby waives any right he/she may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this promotion, any document or agreement entered into in connection herewith and any of the transactions contemplated hereby or thereby.
- 17. **Privacy Policy**: All personal information collected by Sponsor will be used for administration of the Specific Promotion. In addition, Entrants may receive email and text correspondence (depending upon method of entry) by or on behalf of Sponsor, subject to Sponsor's privacy policy, which can be found at <a href="https://www.firsttechfed.com/privacy-policy">https://www.firsttechfed.com/privacy-policy</a>. Sponsor uses commercially reasonable efforts to comply with the TCPA and CAN-SPAM guidelines. Entrant to any Specific Promotion may subsequently opt out of receiving further communications by following the instructions contained in the email or text communication.
- 18. Rules and Winners List: For a copy of the Official Rules, log onto the Specific Promotion page prior to the end of the promotion; for the name and address of the prize winner or a copy of the rules, send a self-addressed stamped envelope, including the name of the Specific Promotion to Winners List, P.O. Box 2100, Beaverton, OR 97075. Washington residents need not affix postage. Please specify if you would like a copy of the rules. Winners list becomes available after completion of Promotion and remain active for at least 120 days.