## Swipe it Rich Giveaway Official Rules

## NO PURCHASE NECESSARY TO ENTER OR WIN.

Eligibility. Swipe it Rich Giveaway ("Giveaway") is only open to legal residents of the United States residing in the state of North Carolina, (i) who are 18 years of age or older at the date of Giveaway entry, (ii) who are Local Government Federal Credit Union ("LGFCU" or a "Sponsor") members in good standing, (iii) who have not previously won a Prize in the Giveaway; and (iv) who are NCSFA Visa® Debit Card cardholders. Employees or members of the Board of Directors of LGFCU, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers (collectively the "LGFCU Employees"), and employees or members of the Board of Directors of the North Carolina State Firefighters' Association (collectively, "NCSFA Employees") and immediate family members and/or those living in the same household of LGFCU Employees or NCSFA Employees are not eligible to participate in the Giveaway. This Giveaway is subject to all applicable federal, state, and local laws and regulations. Void where prohibited. Giveaway excludes business accounts. LGFCU retains the sole discretion to determine any issue of eligibility and its decision will be final. If you have won a Prize in any Giveaway Period, you are not eligible to win a second Prize in any subsequent Giveaway Periods.

**Giveaway Period**. There will be three (3) Giveaway periods (each, a "Giveaway Period") with one (1) drawing per giveaway period. Giveaway Period 1 will begin on June 1, 2024 at 12:00:01 a.m. Eastern Time ("ET") and will end on August 31, 2024 at 11:59:59 p.m. ET ("Giveaway Period 1"). Giveaway Period 2 will begin on September 1, 2024 at 12:00:01 a.m. Eastern Time ("ET") and will end on November 30, 2024 at 11:59:59 p.m. ET ("Giveaway Period 2"). Giveaway Period 3 will begin on December 1, 2024 at 12:00:01 a.m. Eastern Time ("ET") and will end on December 31, 2024 at 11:59:59 p.m. ET ("Giveaway Period 3"). All times are listed in Eastern Time Zone, whether Eastern Daylight Time (EDT) or Eastern Standard Time (EST). Entries made before or after any Giveaway Period will be disqualified.

## **How to Enter**. There are two (2) ways to enter:

- 1) A cardholder who meets all eligibility requirements ("Eligible Cardholder") will automatically receive one (1) Giveaway entry per Posted Purchase Transaction of \$5.00 or more made with a NCSFA Visa® Debit Card during any one (1) of the three (3) Giveaway Periods. Each entry will be entered into the Giveaway for the specific Giveaway Period in effect on the date of the Posted Purchase Transaction. For example, if the Posted Purchase Transaction has a date of August 23, 2024, you would receive one (1) entry into the drawing for Giveaway Period 2. "Posted Purchase Transactions" are those transactions appearing on the official account statement during the Giveaway Period. Posted Purchase Transactions do not include non-purchase transactions, including but not limited to ATM transactions, cash advances, balance transfers, amounts credited to the account, account fees charged per LGFCU's schedule of fees, service charges, or interest charges.
- 2) Eligible entrants may receive one (1) Giveaway entry by mailing a 3"x5" card that includes their name, address, telephone number and email address to the following address: LGFCU [Insert Name] Giveaway, 3600 Wake Forest Road, Raleigh, NC 27609. Each mail-in entry will be entered into the Giveaway for the specific Giveaway Period in effect on the date the mail-in entry is received. Mail-in entries received after December 31, 2024 will not be accepted.

The Sponsors assume no responsibility for incorrect, invalid, terminated, or non-functioning email or lost, incomplete, late, illegible, or undelivered entries. Incomplete entries or entries not complying with these Official Rules are subject to disqualification, at LGFCU's sole discretion.

**Prize.** The prize is one (1) cash prize of \$3,000 per Giveaway Period (the "Prize") awarded and paid by the NCSFA. The Prize is non-transferable to another person or entity. No substitution of prize will be made, except by the Sponsors in their sole discretion due to causes determined solely by the Sponsors, and then for a prize of equal or greater value. The winner is solely responsible for paying all applicable taxes and fees on the Prize. The winner will receive an IRS Form 1099 and may wish to consult with their tax advisor. No fees, taxes or other penalties will be paid by the Sponsors in connection with the Prize or Giveaway.

**Odds**. The odds of winning the Prize depend upon the number of eligible entries received during each Giveaway Period.

Winner Selection and Notification. One (1) Prize winner per Giveaway Period will be selected by LGFCU in a random drawing. For each Giveaway Period, the drawing will be held within ten (10) business days after the end of

the Giveaway Period. You need not be present at the time of drawing to be eligible to win. The Prize winner will be notified within two (2) business days after the random drawing by telephone and/or email. Winners will be required to respond to NCSFA within two (2) business days following notification as a condition of receiving the Prize. Prize winner will also be required to execute and return an affidavit of eligibility and liability release, publicity release(s), and any applicable federal and state tax documents to NCSFA within five (5) business days following notification as a condition of receiving Prize. The Sponsors shall have no liability for a Prize winner's failure to receive notices due to spam, junk email or other security settings, or for provision of incorrect or otherwise non-functioning contact information. NCSFA's inability to contact the Prize winner within a reasonable time period, Prize winner's failure to respond or provide additional information in accordance with these Official Rules, or otherwise accept the Prize, will result in the Prize winner's disqualification and, at the Sponsors' discretion, an alternate winner may be selected.

Agreement to Rules. By participating, you agree to be fully and unconditionally bound by these rules, and you represent and warrant that you meet the eligibility requirements. In addition, you agree to accept the decisions of the Sponsors as final and binding as it relates to the content of the Giveaway. Participation in the Giveaway is subject to and governed by the Official Rules set forth herein. By entering the Giveaway, you understand and agree that each Sponsor, anyone acting on behalf of such Sponsor, and the Sponsors' licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Giveaway, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purpose, without any further compensation, notice, review, or consent.

**Terms and Conditions**. The Sponsors reserve the right, in their sole discretion, to modify, cancel, suspend, or terminate the Giveaway in the event the administration, security, fairness, integrity, or proper conduct of the Giveaway is jeopardized or in the event the Giveaway is unable to run as planned for any other reason. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operations of the Giveaway may be a violation of criminal and civil laws. Should such attempt be made, the Sponsors reserve the right to disqualify an entrant and to seek damages to the fullest extent permitted by law. The Sponsors' failure to enforce any provision in these Official Rules shall not constitute a waiver of that provision.

Limitation of Liability. BY ENTERING, YOU AGREE TO RELEASE AND HOLD HARMLESS LGFCU, NCSFA, AND EACH OF ITS SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS, AND DIRECTORS FROM ANY LIABILITY, LOSS, LITIGATION, CLAIM, DAMAGE, OR EXPENSE (INCLUDING ATTORNEYS' FEES) THAT MAY OCCUR, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, WHETHER CAUSED BY NEGLIGENCE OR NOT, FROM: (I) YOUR PARTICIPATION IN THE GIVEAWAY AND/OR YOUR ACCEPTANCE OF THE PRIZE OR ANY PORTION THEREOF; (II) TECHNICAL FAILURES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE MALFUNCTION OF ANY COMPUTER, CABLE, NETWORK, HARDWARE, OR SOFTWARE, OR OTHER MECHANICAL EQUIPMENT; (III) THE UNAVAILABILITY OR INACCESSIBILITY OF ANY TRANSMISSIONS, TELEPHONE, OR INTERNET SERVICE; (IV) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OF THE GIVEAWAY; (V) TYPOGRAPHICAL, ELECTRONIC, OR HUMAN ERROR IN THE ADMINISTRATION OF THE GIVEAWAY, THE ANNOUNCEMENT OF THE WINNER, OR THE PROCESSING OF ENTRIES. THIS LIMITATION OF LIABILITY APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES; LOSS OR DAMAGE TO PROPERTY; LOSS OF DATA; LOSS OF INCOME OR PROFIT; AND CLAIMS OF THIRD PARTIES.

YOU ACKNOWLEDGE THAT NCSFA IS RESPONSIBLE FOR THE PRIZE, THE PRIZE AMOUNT, THE AWARDING OF THE PRIZE, AND THE NOTIFICATION OF THE PRIZE WINNER (THE "PRIZE ADMINISTRATION"). ANY DISPUTES REGARDING THE PRIZE ADMINISTRATION SHALL BE BETWEEN YOU AND NCSFA. LGFCU WILL HAVE NO LIABILITY OR RESPONSIBILITY TO YOU REGARDING THE PRIZE ADMINISTRATION.

Privacy Policy. Information submitted with an entry is subject to the Privacy Notice stated on LGFCU's website.

**Disputes**. All disputes, claims, and causes of action arising out of this Giveaway shall be governed by the laws of the state of North Carolina and shall be resolved exclusively by the courts of Wake County, North Carolina.

**Sponsor**. The Sponsors of the Giveaway are Local Government Federal Credit Union, 3600 Wake Forest Road, Raleigh, NC 27609 and the North Carolina State Firefighters' Association (referred to herein as "NCSFA" or a "Sponsor"), 323 W. Jones Street, Suite 401, Raleigh, NC 27603.

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