

SUNWEST FEDERAL CREDIT UNION HAWAII GIVEAWAY

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING.

1. HOW TO ENTER

These rules govern the SUNWEST FEDERAL CREDIT UNION MAUI HAWAII GIVEAWAY PRIZE PACK (the "Promotion") being conducted by SunWest Federal Credit Union ("SunWest"). The Promotion begins on October 18th, 2014 at 9:00 am and ends on October 18, 2018 at 6:00 pm. To participate in the Promotion, you must visit a SunWest branch during branch hours and complete an entry form or submit an alternate form of entry by mail. Send a 3"x5" card stating your name, address, phone number and email address and whether you are a member of SunWest Federal Credit Union. Alternate entries need to be mailed to SunWest Federal Credit Union, Attn: Marketing, 11839 N 28th Drive, Phoenix, AZ 85029 and must be postmarked by October 18, 2018.

2. ELIGIBILITY RESTRICTIONS

The Promotion is open to all SunWest members in good standing who are 18 years of age or older. Non-members may enter using the alternate form of entry described above. Employees, management and volunteers of SunWest, the members of their immediate families (spouse, parent, sibling or child) and those living in the same household of each (whether related or not), are ineligible to enter or win. This Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Entrants are responsible for complying with these Official Rules.

Each person may only enter the promotion once. The winner may be required to present valid government-issued photo identification and must provide their complete address, date of birth and phone number to claim a prize. Entrants are required to provide truthful information and SunWest will reject and delete any entry that it discovers to be false, fraudulent, incomplete or illegible. SunWest will disqualify any entrant who does not meet the eligibility requirements and will also delete any entry as required by law.

3. PRIZES

One (1) prize package will be awarded during the Promotion. The prize shall consist of a Get Away Today Certificate for: 5 days, 4 nights hotel stay in Maui, Hawaii and roundtrip airfare for two, plus one \$500 Visa Gift Card. The approximate retail value ("ARV") of the qualifying prize is \$2,500.00. Prize must be used by July 10, 2020. Winner will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the receipt and use of the Prize. If an item in the prize pack is lost or stolen, it will not be replaced. Actual dates of vacation are subject to hotel availability and travel restrictions/limitations may apply. Travel arrangements must be made through Get Away Today. See each component of the prize pack for their individual terms and conditions. The prize(s) are expressly limited to the item(s) listed above. All other costs not specifically stated herein, including but not limited to those of, taxes, meals, tips, transportation around Maui, Hawaii, are the responsibility of the winner. If applicable, the winner may be required to present a valid credit card upon hotel check in to cover any incidental expenses incurred during the winner's stay. The winner must sign a Publicity Liability Waiver and Travel Release form prior to receiving the prize pack. If a selected event is unable to take place as scheduled, for reasons such as cancellation, preemption, postponement or unavailability, or for any reason beyond the control of SunWest, SunWest's sole responsibility to the winner will be to award the remaining available portion of the prize and no substitution or compensation will be provided for the unawarded portion of the prize.

No more than the stated number of prizes specified in these official rules will be awarded. The prize pack may be claimed at the office of SunWest at the address below during regular business hours. The winner will forfeit any prize or prize not claimed within thirty (30) days of winning. In the event that a prize or prize certificate is mailed or shipped to the winner, it will be with the prior written consent of the winner and therefore, winner assumes the risk of its loss. SunWest is not responsible for the safe arrival of the prize pack. No alternate winner will be selected.

The Prize(s) is not transferable, and no substitution, assignment, or cash equivalent of prize is permitted, except by SunWest (solely at its discretion), which reserves the right to substitute a prize or prize portion with another prize or prize portion of greater or equal value. Entrants acknowledge that the Promotion Entities have not made, nor are in any manner responsible or liable for, any warranties, representations or guarantees, and hereby disclaim any and all warranties expressed or implied, in fact or in law, whether now or hereafter enacted concerning any prize, including without limitation, implied warranties of quality, merchantability, mechanical condition, or fitness for a particular purpose, except for any express manufacturer's warranty as may be included with the prize or as may be separately provided to participants by law. Other restrictions may apply.

4. WINNER SELECTION AND NOTIFICATION

Decisions of SunWest management with respect to the Promotion are final. One (1) potential grand prize winner will be selected on Friday, October, 2018 at approximately 4:00pm local time in a random drawing of all eligible entries. Odds of

winning a qualifying prize depend in part on the number of eligible entries received prior to drawing. Winner does not need to be present to win.

Potential qualifying prize winner will be notified by phone or email after the drawing. Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases. The winner must execute and return any required affidavit of eligibility and/or liability/publicity release within thirty (30) days of winning or prize will be forfeited. If a potential winner cannot be contacted, fails to sign and return the required fully-executed affidavit of eligibility and/or liability/publicity release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner forfeits the prize.

5. CONDITIONS

Payments of all federal, state and local taxes are solely the responsibility of the winner. The winner will be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize valued at \$600 or more or for any prizes awarded by SunWest in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent will result in forfeiture of the prize. Such winnings of \$600 or more will be reported to the IRS.

Participation in the Promotion and/or acceptance of prize constitutes entrant's and/or winner's permission for SunWest or its agents to interview the winner(s) (or guest(s), if applicable), to photograph, film, and record each winner (or guest, if applicable), and to use in commerce and in any media now or hereafter known throughout the world in perpetuity, his/her name, prize won, hometown (city and state), biographic information, likeness, photograph, audio or video recording, and/or any statements made by him/her regarding SunWest and/or the Promotion for purposes of trade, publicity, or promotion without notice or additional compensation, notification, or permission, except where prohibited by law. The winner agrees to sign a publicity release confirming such consent prior to acceptance of the prize, except where prohibited by law.

Participation in the Promotion and/or acceptance of prize constitutes entrant's and/or winner's (and guest's, if applicable) agreement to release, discharge, and hold harmless SunWest and their respective officers, directors, employees, agents and representatives and all of their successors and assigns (collectively, "Released Parties") from and against any and all claims or liability arising directly or indirectly from the prize and participation in the Promotion, including, but not limited to, personal injury, death, or damage to or loss of property, which may occur in connection with, preparation for, travel to, or participation in Promotion, or possession, acceptance and/or use or misuse of prize or participation in any Promotion-related activity, including but not limited to any claims based on publicity rights, defamation, or invasion of privacy and merchandise delivery.

If for any reason this Promotion cannot be executed as planned, including but not limited to, as a result tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Released Parties that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Promotion, or if the Promotion is compromised or becomes technically corrupted in any way, electronically or otherwise, SunWest reserves the right to cancel, terminate, suspend, and/or modify the Promotion. If the Promotion is terminated before the original end date, SunWest reserves the right, in its sole discretion to modify the procedure for selecting winners, unless the nature of the event giving rise to such termination renders it impossible to select winner(s).

SunWest reserves the right to make changes in the rules of the Promotion, including, without limitation, the substitution of a prize of equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of the Promotion Entities, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, SunWest reserves the right, but not the obligation, to cancel, terminate, suspend, or modify the Promotion and shall not be required to award a substitute prize.

The Released Parties are not responsible for typographical or other errors in the printing, the offering, or the administration of the Promotion, incorrect or inaccurate entry information, human error, failure, or omission, unauthorized human intervention, lost, stolen, mangled, misdirected, postage due, illegible, incomplete, or late entries, or any cancellations, delays, diversions, or substitutions or omissions whatsoever by any transportation providers or any other persons or entities providing any services to winner including any results thereof such as changes in services or location necessitated by same. Further, the Released Parties are not responsible if any part of a Promotion prize that cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism, or other factors beyond the Released Parties' control.

Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Phoenix, AZ, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special

Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. Arizona law governs the interpretation and construction of these Official Rules and all aspects related thereto.

For a copy of these Official Rules, ask a representative or send a self-addressed stamped envelope for receipt by October 31, 2018 to "SUNWEST FEDERAL CREDIT UNION HAWAII GIVEAWAY– Official Rules," Attn: Marketing, SunWest Federal Credit Union, 11839 N 28th Drive, Phoenix, AZ 85029. For the name of the prize winner send a self-addressed stamped envelope for receipt by October 31, 2018 to the above address marked "SUNWEST FEDERAL CREDIT UNION HAWAII GIVEAWAY– Winner List." The Official Rules and the Winner List (when completed) shall also be available during regular business hours at the main offices of SunWest.

6. PRIVACY

By participating in the Promotion, you agree to SunWest's Terms of Use Agreement and to the use of your personal information as described in the Privacy Policy located at MySunWest.com. In the event of conflict between SunWest's Terms of Use Agreement and these Official Rules, the terms of these Official Rules shall apply. SunWest Federal Credit Union, 11839 N 28th Drive, Phoenix, AZ 85029.

Brands listed in the prize pack are not participants in or sponsors of this promotion. All are registered trademarks of their respective owners.