## UNIVERSITY CREDIT UNION PROGRESSIVE SHOT FOR SANTA CLARA UNIVERSITY CASH PRIZE ON 01/11/2025 SWEEPSTAKES OFFICIAL RULES

- (1) NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES IS SUBJECT TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND IS VOID WHERE PROHIBITED BY LAW. BY ENTERING THE SWEEPSTAKES, EACH ENTRANT AGREES TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF UNIVERSITY CREDIT UNION, WHICH ARE FINAL WITH RESPECT TO ALL MATTERS RELATING TO THE SWEEPSTAKES.
- (2) **CONSUMER DISCLOSURE**: Odds of winning are based upon the number of eligible entries received. Based upon the Credit Union's estimate of 5,000 entries, odds of winning the Grand Prize are: 1 in 5,000.
- (3) **SPONSOR:** University Credit Union ("UCU") is the sponsor of the Sweepstakes. UCU's business address is 1500 S. Sepulveda Boulevard, Los Angeles, California 90025.
- (4) **ELIGIBILITY**: The Progressive Shot for Santa Clara University Sweepstakes ("Sweepstakes") is only open to legal residents of the United States, US Territories, and the District of Columbia, eighteen (18) years of age or older.

The Sweepstakes is NOT open to the following persons:

The following classes of people shall be INELIGIBLE to participate: a. Current or former professional or semi-professional basketball players or coaches who have played or coached at that level anywhere in the world; current or former college or Olympic basketball players or coaches who have played or coached at that level anywhere in the world; current or former high school basketball players or coaches who have played or coached at that level anywhere in the world within the past five (5) years. b. Current or former employees, family members, agents, successors or assignees of the Client or any promotional agency involved with this promotion.

Employees and the immediate family members (including those with whom they are domiciled) of UCU, SCU, and if another entity, such as Van Wagner Sports and Entertainment, and each of their respective parents, subsidiaries, affiliates, directors, owners, officers, shareholders and agents, are also not eligible to participate in the Sweepstakes.

(5) **HOW TO ENTER**: Sweepstakes begin on 11/01/2024 and ends on 01/07/2025. Sweepstakes entries will be accepted only at the SCU/UCU hub location and online where sign-ups are happening.

Entrants will be required to complete the Sweepstakes Entry Form with his/her name, address, daytime telephone number and email address. To enter the sweepstakes online, beginning on 11/01/2024 at 09:00 am PST through 01/07/2025 at 11:59 pm PST, all eligible persons may enter by visiting www.ucu.org and completing and submitting the entry by following the on-screen instructions. Online entrants must have a valid e-mail address and it is entrant's responsibility to update the UCU of any change in their e-mail address. Online entries using macro, robotic, script or other forms of automatic entry will be disqualified. Proof of submission does not constitute proof of receipt.

All other eligible persons may enter by legibly printing their name, address, daytime telephone and email address on a 3" x 5" card and submitting it in-person to our Main branch or by mailing it in a #10 stamped envelope to: University Credit Union, "Progressive Shot for Santa Clara University Sweepstakes" 1500 S. Sepulveda Blvd., Los Angeles, CA 90025. Attention: Mktg. Dept.

Limit one (1) mailed-in entry per member. If UCU discovers (using any evidence or other information made available to, or otherwise discovered by, UCU) that any person has attempted to enter the Sweepstakes more than once or has used (or attempted to use) multiple names, identities, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s) to enter, otherwise participate in, or disrupt the Sweepstakes, he/she may be disqualified from the Sweepstakes, and any future contests sponsored by UCU, in UCU's sole discretion.

If a write-in entry form or card is drawn, but judges are unable to determine the winner because of illegible writing, that entry form or card will be disqualified. No copies, mechanical reproductions, or metered mail accepted. Mail-in entries must be received by 01/07/2025. Proof of mailing does not constitute proof of delivery. UCU is not responsible for lost, late, stolen, incomplete, inaccurate, undelivered, delayed, misdirected, damaged, postage-due, or illegible entries or mail. Once submitted, entries become the sole property of UCU and will not be acknowledged or returned.

(6) PRIZEWINNER SELECTION: Within twenty-four (24) hours of game day tip-off time up to five (5) prizewinners will be chosen randomly from all eligible entries received and such prizewinners will be notified by phone/email at the telephone number or email address on the selected Entrant's Sweepstakes Entry Form or through the online sweepstakes entry process. A maximum of three 7) attempts will be made to contact each selected Entrant during the twenty-four (24) hours following his/her selection by UCU. If a selected Entrant cannot be contacted or fails to respond prior to two (2) hours before tip-off, they will be considered to have forfeited their prize and will be disqualified and another Entrant may be selected, in the sole discretion of UCU, from the remaining eligible entries until such time as contact is made with an Entrant or there are no more eligible entries, or there is insufficient time to permit the awarding of a prize, whichever comes first.

Each of the up to five (5) prizewinners will be invited to attend the Santa Clara University Vs. University of San Francisco basketball game on 01/11/2025, at which time one (1) prizewinner will be randomly selected to compete in the progressive shot contest (described below). In the event a prizewinner cannot be contacted, is deemed ineligible by UCU, or declines the prize, another prizewinner will be selected from the same entries based on the same criteria set forth in these Official Rules. If any Entrant is not in attendance at the SCU basketball game on 01/11/2025 at dates, times, and locations specified, he/she will be disqualified.

Prizewinner will be required to complete an Affidavit of Eligibility, Liability and Publicity Release Agreement and return same, properly executed, prior to attempting the shot. Failure to return signed Affidavit of Eligibility, Liability and Publicity Release Agreement may result in forfeiture of prize.

- (8) **SWEEPSTAKES PRIZE**: Up to five (5) prizewinners will each receive the following prize:
  - \$100 Visa gift card.
  - During half-time at the Santa Clara University Vs. University of San Francisco game on 01/11/2025, one of the up to five (5) prizewinners will be randomly selected to participate in the University Credit Union Progressive Shot for Santa Clara University for the Grand Prize, in full compliance with these Official Rules.
    - o If the prizewinner is successful in their attempt to complete the progressive shot ("Progressive Shot") in accordance with the Progressive Shot Rules outlined below, they will be eligible to win the Grand Prize, which is a cash prize of five thousand dollars (\$5,000.00).
    - If prizewinner is not successful in their attempt to complete the Progressive Shot in accordance with the Progressive Shot Rules, he or she will receive a \$100 Visa gift card.

## PROGRESSIVE SHOT RULES:

- (9) Contestant(s) must successfully shoot the basketball through the regulation basketball hoop from the various NBA/NCAA selected distances. The sequence and order of shots that the contestant(s) shall attempt must be: Layup, Free Throw, Three Point Shot, and Half Court Shot. All shots must be made at the same basket. Regardless of the promotion location, the contestant(s) must shoot a layup by starting at the NCAA/NBA half court demarcation line which is forty one feet nine inches (41'9") away from the center of the rim and dribbling or carrying the ball to underneath the basketball rim to make the shot, must shoot a NCAA/NBA free throw from a distance to the hoop no less than thirteen feet nine inches (13'9") from the shot location to the center of the rim, must shoot a NCAA three point shot from twenty feet nine inches (20'9") from the shot location to the center of the rim, and must shoot a NCAA/NBA half court shot from forty one feet nine inches (41'9") from the shot location to the center of the rim. All distances are measured from the demarcation line to the center of the rim.
- (10) Contestants shall have as many opportunities as necessary at each location to successfully make a shot, except for only one (I) attempt from the Half Court distance. Contestant(s) may not proceed to the next location until a successful shot is made. If the contestant misses their first attempt at the layup then they can continue to shoot the layup from beneath the basket and do not need to start from the half court demarcation line on each successive layup attempt. Each contestant must retrieve his/her own rebounds. All shots of the sequence must be completed within 30 seconds.
- (11) The ball cannot bounce off the floor once the contestant releases the ball for their shot attempt. Each shot is subject to NCAA and/or NBA Rules in order to be deemed valid.
- (12) No part of the contestant's body or clothing may come in contact with the demarcation line prior to releasing the ball. Any such contact shall be considered a foul and the shot shall have been deemed missed.
- (13) The total number of contestant(s) must not exceed: 1 on 01/11/2025.

In the event that Participant successfully attempts the "winning shot" described above, he/she will not be officially declared the Grand Prize Winner until such time as: (a) UCU has confirmed Participant's compliance with these Official Rules (including a review of videotape footage of Participant's shot); and (b) he/she executes such Affidavit of Eligibility, Liability and Publicity Release Agreement prior to the shot as required by UCU and the Grand Prize underwriter, Interactive Promotions, Insured Creativity Specialty Brokers, failure of which shall result in forfeiture of the Grand Prize.

Each prize outlined above must be accepted as awarded, without substitution, and is not transferrable, refundable, for resale or, where applicable, convertible to cash. UCU reserves the right, in the event that a prize, or any component of a prize, cannot be awarded as described herein for any reason, to substitute the same for another prize or component of equal or greater value, without notice or liability. In the event that a substitute prize is awarded, such prize must be accepted as awarded and cannot be exchanged for cash (where applicable), or otherwise.

## ANY FUNDS NOT USED BY THE EXPIRATION DATE WILL BE FORFEITED AND RETURNED TO UCU.

- (14) **INDEMNIFICATION:** By submitting an entry into this Sweepstakes, each Entrant confirms his or her understanding of and compliance with these Official Rules. Each Entrant, and his/her representatives, heirs, next of kin or assignees ("Entrant's Representatives"), hereby releases and holds UCU, Santa Clara University, other entity if applicable ex: Van Wagner Sports and Entertainment, and Insured Creativity Specialty Brokers (the "Released Parties") harmless from any and all liability for any injuries, loss or damage of any kind to Entrant, Entrant's Representatives or any other person, including personal injury, death or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of the prize(s), participation in the Sweepstakes, any breach of the Official Rules, or in any prize-related activity. Entrant and Entrant's Representatives agree to fully indemnify the Released Parties from any and all claims by third parties relating to the Sweepstakes, without limitation.
- (15) <u>LIMITATION OF LIABILITY</u>: The Released Parties are not responsible for any loss or damage which may occur in connection with the Sweepstakes. Entrant agrees to hold the Released Parties harmless from any liability arising from participation in the Sweepstakes or the acceptance, use, misuse, or possession of any prize received in this Sweepstakes. The Released Parties and each of their officers, directors, employees, members, representatives and agents are not responsible for any negligence, claims, liability, injury, property loss, or other damages of Entrants and/or winners arising from, or in connection with, acceptance, use, misuse, or possession of any prize awarded or participation in this Sweepstakes. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by tampering, hacking, or by any of the equipment or programming associated with the Sweepstakes. Prize(s) cannot be substituted, converted to cash, assigned, or transferred by winners. UCU reserves the right to substitute a prize of equal or greater value should the featured prize(s) become unavailable for any reason. UCU reserves the right to disqualify entrants who fail to follow these Official Rules or who make any misrepresentations relative to the Sweepstakes and redemption of a prize.

UCU is not responsible for lost, late, incomplete, inaccurate, undelivered, delayed or misdirected online entries. If there is a dispute as to the identity of an online entrant, the prize will be awarded to the authorized account holder of the e-mail address, provided the authorized account holder meets our eligibility criteria. The "authorized account holder" is defined as the natural person to whom the e-mail address is assigned by an Internet service provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. UCU is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by UCU on account of technical problems or traffic congestion on the Internet or at any Website or any combination thereof. If for any reason the Internet portion of the Sweepstakes program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, UCU reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes.

The UCU is not responsible for lost, late, incomplete, inaccurate, undelivered, delayed or misdirected online entries. If there is a dispute as to the identity of an online entrant, the prize will be awarded to the authorized account holder of the e-mail address, provided the authorized account holder meets our eligibility criteria. The "authorized account holder" is defined as the natural person to whom the e-mail address is assigned by an Internet service provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. UCU is not responsible for electronic transmission errors resulting in omission, interruption, deletion,

defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by UCU on account of technical problems or traffic congestion on the Internet or at any Website or any combination thereof. If for any reason the Internet portion of the Sweepstakes program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, UCU reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes.

- (16) **SWEEPSTAKES ADMINISTRATION:** All decisions regarding the Sweepstakes remain with UCU. UCU reserves the right, in its sole discretion, to modify, cancel, suspend and/or terminate any or all parts of the Sweepstakes for any reason. UCU reserves the right, in its sole discretion, to disqualify any individual found to be in violation of these Official Rules. UCU reserves the right to refuse to accept a Sweepstakes Entry Form, a mailed-in entry form, from a person whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter. Any attempt to tamper with the entry process, interfere with these Official Rules, deliberately damage any website or undermine the administration, security or legitimate operation of the Sweepstakes, may be a violation of criminal and civil laws, and UCU reserves the right to seek damages and/or other relief (including reasonable attorneys' fees) from all persons responsible for such acts to the fullest extent permitted by law, which may include banning or disqualifying Entrants from this and future contests sponsored by UCU. In its sole determination, UCU may disqualify any person who acts in any manner to threaten or abuse or harass any person and to void all such person's associated entries. UCU reserves the right, in its sole discretion, to terminate or suspend the Sweepstakes should fraud, virus, bugs, or other reasons beyond the control of UCU corrupt the security, proper play or administration of the Sweepstakes.
- (17) <u>TAX ISSUES</u>: There may be a tax liability to the prizewinner and the prizewinner should consult with a tax expert before deciding whether to accept any prize. UCU will report all prize winnings to the appropriate state and federal agencies as required by applicable law. Winners are responsible for all tax consequences (if any) of the prizes.
- (18) **PUBLICITY RELEASE**: By accepting a prize, each Prizewinner grants to the Released Parties the right to use his/her name, biographical information, image, photos and/or likeness and statements for programming, promotion, trade, commercial, advertising and publicity purposes in connection with this Sweepstakes, at any time or times, in all media now known or hereafter discovered, worldwide, including but not limited to on television, video, the World Wide Web and Internet, without notice, review or approval and without compensation, except where prohibited by law.
- UCU respects your right to privacy. Personal information collected from Entrants will only be used by UCU to administer the Sweepstakes and, only if consent is affirmatively granted at the time of entry, to provide Entrants with information regarding upcoming promotions and/or events from UCU.
- (19) **GOVERNING LAW:** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrant and UCU in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the State of California, USA, without regard to choice of law rules.
- (20) <u>DISPUTES</u>: In this section, "you" refers to Entrant. You and UCU agree to attempt to informally settle any disputes arising out of or connected with this Sweepstakes or any prizes awarded. If that cannot be done, you and UC agree that upon the election of either you or UCU any claim or dispute arising out of or connected with this Sweepstakes will be resolved by <u>BINDING ARBITRATION</u> administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Mediation Procedures and Supplementary Procedures for Consumer-Related Disputes. As a result, you will GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under these Official Rules (EXCEPT for matters within SMALL CLAIMS COURT jurisdiction). You acknowledge that by agreeing to <u>BINDING ARBITRATION</u> you understand and agree to the following terms:
- (a) Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You understand and agree that **YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY.**
- (b) Arbitration proceedings provide you a **FAIR HEARING**, BUT the arbitration procedures are **SIMPLER AND MORE LIMITED** THAN RULES APPLICABLE IN COURT.
- (c) Arbitration decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.
- (d) ARBITRATORS can award the same REMEDIES including DAMAGES that a COURT can award.
- (e) Any ARBITRATION under these Official Rules <u>WILL BE ON AN INDIVIDUAL BASIS</u>. You understand and agree that <u>YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION</u>. (f) The PLACE OF ARBITRATION shall be in the federal district WHERE YOU RESIDE.

- (g) UCU WILL REIMBURSE YOU FOR ANY FILING, ADMINISTRATION, AND ARBITRATOR FEES as imposed by the American Arbitration Association. However, if the arbitrator determines that YOUR CLAIM IS **FRIVOLOUS**, **UNWARRANTED**, **OR BROUGHT FOR AN IMPROPER PURPOSE** (in accordance with the Federal Rules of Civil Procedure Section 11(b)) YOU WILL RETURN TO UCU ANY FILING, ADMINISTRATION, AND ARBITRATOR FEES UCU PAID.
- (h) If YOU PREVAIL on the merits of your claim in arbitration, UCU WILL PAY YOUR ATTORNEYS' FEES. You will NOT be required to pay UCU's ATTORNEYS' FEES IF UCU PREVAILS.

FOR MORE DETAILS, check the American Arbitration Association's website, <u>www.adr.org</u>, OR call the American Arbitration Association's Customer Service telephone number at (800) 778-7879.

- (21) **FOR A WINNERS LIST:** To obtain a list of prizewinners, send a self-addressed, stamped envelope to: University Credit Union, Sweepstakes, 1500 S. Sepulveda Blvd., Los Angeles, CA 90025, or an email request to: engagementteam@ucu.org. Request must be received within (30) days of the conclusion of the Sweepstakes Period.
- (22) <u>PRIVACY</u>: By entering your information, you are opting in to receive communications regarding upcoming promotions and/or events from University Credit Union. The collection of personal information provided in connection with this form will be used in accordance with the Credit Union's privacy policies located online at the following: <u>Privacy Policy</u>