## **Kinecta Federal Credit Union**

Kinecta MyPerks & MyPower Purchase Sweepstakes 2017

## NO PURCHASE NECESSARY TO ENTER OR WIN. EACH SWEEPSTAKES ENTRY WILL HAVE EQUAL CHANCE OF WINNING.

- 1. The Kinecta MyPerks & MyPower Purchase 2017 Sweepstakes ("Sweepstakes") begins at 12:00am (PST) May 31, 2017 and ends 11:59pm (PST) June 30, 2017 ("Sweepstakes Period"). To Enter Automatically: Participants must accept their pre-qualification offer, activate the issued card and make five hundred dollars (\$500.00) in purchase transactions using either their Kinecta MyPerks or MyPower MasterCard® credit card during the Sweepstakes period. Qualifying participants will receive a maximum of one (1) entry during the Sweepstakes Period. To enter without purchase or obligation: Hand print your name, street address, city, state, ZIP, day and evening phone numbers, account number (if applicable), email, and the words "Kinecta MyPerks & MyPower Purchase Sweepstakes 2017" on a 3" X 5" card and mail it in an envelope to: Kinecta Federal Credit Union, Attn: Marketing-67, 1440 Rosecrans Avenue, Manhattan Beach, CA 90266 (one entry per person, all entries must be individually handwritten and mailed separately). If an entry form is drawn but found to be incomplete or the writing illegible, that entry form will be disqualified. Entries become the property of the Credit Union and will not be returned. Making a purchase will not improve an individual's chances of winning.
- 2. Sweepstakes Drawing: A total of three (3) drawings will be held following the Sweepstakes Period on or around June 15, 2017. One (1) drawing will determine the grand prize winner. One (1) drawing will determine the first place winner. One (1) drawing will determine the second place winner. The winners for each drawing will be announced following the drawing period on or around July 18, 2017. Handwritten entries must be received at the Credit Union by Friday, June 30 at midnight PST to be eligible for the drawings. The winner will be notified by phone and/or email and by mail after acceptance of the prize.
- 3. Prize: There will be three (3) prizes awarded. One (1) grand prize will consist of a one-time deposit to a Kinecta checking account for three thousand five hundred dollars (\$3,500.00). One (1) first place prize will consist of a one-time deposit to a Kinecta checking account for one thousand dollars (\$1,000.00). One (1) second place prize will consist of a one-time (1) deposit to a Kinecta checking account for five hundred dollars (\$500.00). Odds of winning are approximately 1 in 28,500 for the prize drawing, however actual odds of winning depend on the number of eligible entries received. If a member without a Kinecta checking account or non-member entry wins, the prize will be awarded in the form of a check for the applicable prize amount after a completed W-9 is received. Winner cannot substitute, assign, or transfer the prize, except at the sole discretion of the Credit Union. The winner will have ten (10) business days to respond to Kinecta in order to claim their prize. In the event that a winner does not respond to the contact attempts from Kinecta within ten (10) business days of the first attempt, the winner will forfeit their right to the prize and a replacement winner will be randomly selected from the remaining eligible entries.
- 4. Employees of Kinecta and its affiliated companies, officials, volunteers, and members of their immediate families and those living in the same household of each are not eligible.
- 5. To qualify for the Sweepstakes, entrant must be a legal resident of the 50 United States and D.C. and eighteen (18) years of age as of May 31, 2017. By entering into the Sweepstakes, entrants agree to abide by and be bound by these Official Rules and to accept the decisions of the Credit Union as final. Entrants also agree to hold the Credit Union and each of its officers, directors, employees, members, and representatives and agents harmless from any liability arising from participation, or the acceptance, receipt, possession, or misuse of the prize. The Credit Union and each of its officers, directors, employees, members, and 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, receipt, possession, or use/misuse of prizes awarded or participation in this sweepstakes. The Credit Union is not responsible for stolen, lost, late, misdirected, damaged, incomplete, illegible, or postage-due mail or entries; or for transactions that are processed late or incorrectly, or are lost due to any reason. The Credit Union reserves the right to disqualify entrants who fail to follow these Official Rules or who make any misrepresentations relative to the sweepstakes and prize redemption. Sweepstakes void where prohibited by law. Kinecta reserves the right, at its sole discretion, to cancel, terminate or modify the Sweepstakes if it cannot be operated, conducted or completed as planned, for any reason.

- 6. The Credit Union will report all prize winnings to the appropriate state and federal agencies as required by applicable law. Winner is responsible for all other associated costs in connection with the prize, including tax consequences (if any). Each winner agrees to permit the Credit Union to use his/her name and likeness in promotional and other Credit Union materials, without additional compensation or permission, except where prohibited by law.
- 7. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrant and the Credit Union 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.
- 8. Except where prohibited by law, as a condition of participating in this Sweepstakes, Entrant agrees that (1) any and all disputes and causes of action arising out of or connected with this Sweepstakes or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively, by final and binding arbitration under the rules of the American Arbitration Association and shall be held at the AAA office located in Los Angeles, California; (2) the Federal Arbitration Act shall govern the interpretation, enforcement, and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, or consequential damages, or any other damages, including attorney's fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with entering this Sweepstakes), and entrant further waives all rights to have damages multiplied or increased. Sponsor: Kinecta Federal Credit Union is the sponsor of this Sweepstakes and is headquartered at 1440 Rosecrans Avenue, Manhattan Beach, CA 90266
- 9. **WINNER'S LIST:** For the names of the Sweepstakes winner(s), please email social@kinecta.org within thirty (30) days following the conclusion of the Sweepstakes.