

## **TURBOTAX® eCODE PROMOTION**

Sponsored by Hughes Federal Credit Union (“Sponsor”)

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

Hughes Federal Credit Union (“Sponsor”) is pleased to introduce the TurboTax® eCode Promotion (the “Promotion”). As a condition of participating in the Promotion, you agree to be fully and unconditionally bound by these Official Rules and the decisions of Sponsor, whose decisions shall be final and binding in all respects, and you agree to waive any right to claim ambiguity in the Promotion, these Official Rules, Promotion materials, and information contained on Sponsor’s Facebook page, Instagram page or Sponsor’s Twitter account. The Promotion is subject to applicable federal, state, provincial and local laws and regulations and is **VOID WHERE PROHIBITED OR RESTRICTED BY LAW**. Winning and receiving a prize is contingent upon fulfilling all requirements set forth herein.

**1. FACEBOOK®, INSTAGRAM® AND TWITTER® and TURBOTAX® DISCLAIMERS.** You agree and acknowledge, as a condition of participating in the Promotion, that Facebook Inc., Instagram, LLC, Twitter Inc., TurboTax and their owners, directors, officers, employees, contractors, agents, representatives, parents, subsidiaries, attorneys, insurers, and associated corporations and entities (collectively, the “Facebook/Instagram/Twitter/TurboTax”) are not sponsors of the Promotion nor do they endorse or administer the Promotion, nor are they in any way associated with the Promotion. All questions regarding the Promotion must be directed to Sponsor, not the Facebook/Instagram/Twitter/TurboTax. You also agree that as a condition of participating in the Promotion, you shall release the Facebook/Instagram/Twitter/TurboTax from any and all liability arising out of or relating to your entry, creation of an entry or submission of an entry, participation in the Promotion, acceptance, use, or misuse of a prize, or the broadcast, exploitation, or use of an entry.

**2. PROMOTIONAL PERIOD.** The Promotion begins at 12:00:00 p.m. MST on Monday, March 19, 2018, and ends at 11:59:59 pm on Wednesday, March 21, 2018 (the “Promotional Period”).

**3. ELIGIBILITY.** In order to be eligible to participate in the Promotion, you must: (i) be at least eighteen (18) years of age or older; (ii) be a legal resident of the United States (please note residents of Rhode Island and Puerto Rico and other U.S. territories are not eligible to participate); and (iii) at all times abide by these Official Rules. Void where prohibited or restricted by law. The Promotion is subject to all applicable federal, state, and local laws and regulations.

Persons in any of the following categories are NOT eligible to participate or win the a prize in the Promotion: (i) employees or Board members of Sponsor; (ii) individuals engaged or employed by a company that is engaged in the development, production or distribution of materials for the Promotion; and (iii) persons who are immediate family members (defined as mother, father, sister, brother, daughter, son or spouse) of any person in any of the preceding categories and individuals living with them in the same household (defined as those persons who share the same residence at least three months a year).

**4. HOW TO ENTER.** No purchase necessary. During the Promotional Period, you can enter the Promotion by engaging with the designated Giveaway post found on the Sponsor’s Facebook Page (Facebook.com/HughesFCU) or via an alternate method of entry found at <http://woobox.com/egodun>. Entrants must fill out the form providing the necessary contact information.

Limit one (1) entry per person per entry period for the Promotion regardless of method of entry. All entries must be received no later than 11:59 pm Arizona time on March 21, 2018, to be eligible for entry into the Promotion. Only entries received during the Promotional Period will be accepted.

Using an automated system to participate in the Promotion or attempting to subvert the Promotion entry process is prohibited and may result in disqualification. In the event of a dispute as to any submission, the authorized account holder of the email address used to submit the entry will be deemed to be the entrant. The “authorized account holder” is the natural person assigned the email address by the Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. Sponsor reserves the right to require entrants to show proof of being the authorized account holder.

False or deceptive entries or acts will render an entrant ineligible to participate and Sponsor reserves the right to disqualify any entrant who attempts to undermine the legitimate operation of the Promotion, acts in a disruptive manner or violates these Official Rules. Sponsor is not responsible for incorrect or inaccurate transcription of any photo entry, entry information, computer, online or human error, technical malfunctions, any omission, interruption, defect, or any other error, including, but not limited to, lost, late, incomplete, invalid, unintelligible or misdirected entries, all of which may constitute grounds for disqualification in Sponsor's sole discretion. If a problem occurs in the entry process, the entrant is solely responsible for verifying that the entry process has been validly completed. Sponsor shall have no obligation to advise an entrant of an incomplete or invalid entry. All entries become the sole and exclusive property of Sponsor and will not be acknowledged or returned. Entrant is responsible for all online charges incurred with any Internet service provider and/or wireless carrier.

**5. PRIZE SELECTION AND PROCEDURES.** Prize winners in the Promotion will be randomly selected using Woobox.

- Two (2) TurboTax® Service Code ("eCode") winners will be selected by random drawing on Thursday, March 22, 2018.

Potential winners do not need to be present to win a prize. The drawings will be conducted by Sponsor personnel. Potential winners will be announced on Sponsor's Facebook page. Sponsor will also attempt to contact winners via email, phone or Facebook (depending on method of entry) within two (2) business days of the respective drawing. Sponsor shall have no liability for a potential winner's failure to receive notices due to spam, junk e-mail or other security settings or for the potential winner's provision of incorrect or otherwise non-functioning contact information. Potential winners are not the winner of any prize until their compliance with these Official Rules has been verified, in accordance with these Official Rules.

In order to claim the prize, a potential winner may be required to execute a notarized affidavit of eligibility, a publicity release and where lawful, a liability release, which must be completed and returned to the Sponsor within five (5) business days after notification or the prize will be forfeited. In the event of noncompliance, or if the potential winner cannot be reached via email address or phone number provided by the potential winner, or if the prize is unclaimed, the prize will be forfeited and an alternate potential winner, at Sponsor's sole discretion, may be selected by random drawing. All decisions of Sponsor are final.

**6. PRIZE.** The prizes and their approximate retail values ("ARV") are as follows:

- Prize: Subject to verification of eligibility and compliance with these Official Rules, two (2) Prize winners will receive a Service Code from TurboTax®. Approximate retail value of each Prize is one hundred and twenty dollars (\$120 USD).

The ARV is subject to change based on current market conditions at time of prize fulfillment. Any difference between the ARV and the actual value, if any, will not be awarded. All costs and expenses not specifically listed above as part of the Prize, including, without limitation; additional tax filing fees or costs, travel costs, including, without limitation, travel and hotel costs, personal expenses are solely the Prize winner's responsibility.

A Service Code is a unique number that gives the recipient a full or partial discount on the TurboTax Online fee. E-codes are valued at \$120.00.

Once redeemed, Service Codes cannot be reused, and only one Service Code can be entered per return.

Service Codes are good for the entire tax season and generally expire on the final IRS filing deadline (usually October 15, 2018) unless an earlier date is specified.

The total value of all prizes awarded is two hundred and forty dollars (\$240 USD).

**7. GENERAL PRIZE RESTRICTIONS.** No more than the stated number of prizes will be awarded. Limit one (1) prize per entrant. Each prize is subject to the terms and conditions of the issuer. A prize may not be transferred or assigned. No prize substitutions will be made, except that Sponsor, at its sole discretion, may substitute a prize (or prize component) of equal or greater value for any reason.

Prizes will be sent via email to the email address provided by entrant within five (5) business days from the date of receipt of the necessary confirmation as well as the return of any requested forms and information from the potential prize winner. Sponsor assumes no liability for non-deliverability. In all cases, the prize will be sent to the winner within five (5) days of the draw date subject to compliance with these Official Rules.

Any depiction of prize, in Promotion materials or otherwise, is for illustrative purposes only. If the actual retail value of a prize is less than the stated ARV, the prize winner will not receive the difference. All expenses not specified above, including any federal, state, provincial or local taxes are the sole responsibility of each prize winner. Any required tax reporting forms will be furnished to the appropriate authorities. In the event that the Promotion is cancelled or postponed for any reason whatsoever, the ARV of the prizes will be awarded to the extent required by law.

**ALL PRIZES ARE AWARDED AS IS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS MAY NOT ALLOW (OR MAY LIMIT) DISCLAIMERS OF CERTAIN WARRANTIES, IN WHICH CASE THE FOREGOING DISCLAIMERS WILL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY LAW.**

**8. GENERAL CONDITIONS OF PARTICIPATION.** By participating in the Promotion, participant agrees to abide by and be bound by these Official Rules. A prize will only be awarded if entrant fully complies with these Official Rules. All entries become the property of the Sponsor and will not be acknowledged or returned. Entries that are lost, late, misdirected, garbled, or incompletely received, for any reason, including by reason of hardware, software, browser, or network failure, malfunction, congestion, or incompatibility will not be eligible.

As a condition of participating in the Promotion, you also agree to release, indemnify and hold harmless Sponsor and its respective affiliates, the Facebook/Instagram/Twitter/TurboTax, prize suppliers, and Sponsor's business partners and all their affiliates, and each of their respective agents, representatives, officers, managers, directors, members, shareholders and employees (the "Released Parties") from and against any injuries, losses, damages, claims, actions and any liability of any kind resulting from or arising from any breach of representation made by you in connection with the Promotion, the exercise by Sponsor or its designees of any of the rights granted by you in these Official Rules and your participation in the Promotion, including acceptance, possession, use, misuse or nonuse of the prize.

Sponsor reserves the right to modify, suspend or terminate the Promotion for any reason, including, without limitation, suspected or actual evidence of tampering with any portion of the Promotion, or if unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Promotion. In the event that the Promotion is cancelled or terminated for any reason whatsoever, the ARV of the prizes will be awarded to the extent required by law. Sponsor also reserves the right to remove from or to deny entry into to the Promotion any entrant who engages in a non-sportsmanlike or disruptive conduct, or acts with the intent to annoy, abuse, threaten or harass any other person participating or involved with the Promotion.

**ANY ATTEMPT BY AN ENTRANT TO 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.**

These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**9. LIMITATIONS OF LIABILITY.** Sponsor and the Released Parties are not responsible for: (i) stolen, lost, late, misdirected, damaged, undeliverable, incomplete, inaccurate, delayed or illegible entries due to technical, computer, mechanical, printing, typographical, human or other errors relating to or in connection with the Promotion, including, without limitation, errors which may occur in connection with the administration of the Promotion, the submission of entries, notification or correspondence, the processing of entries, the announcement of the prizes or in any Promotion related materials; (ii) technical failures of any kinds; (iii) failures of any of the equipment or programming associated with or utilized in the Promotion; (iv) unauthorized human and/or mechanical intervention in any part of the entry process or the Promotion; (v) technical or human error that may occur in the administration of the Promotion; or (vi) any injury or damage to persons or property that 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, corrupted or for any other reason not accepted as an entry into the Promotion, entrant's sole remedy is to enter again into the Promotion. Sponsor may rescind any Promotion entry found to contain such errors or failures without liability at its sole discretion.

As a condition of participating in the Promotion, you agree that as to Sponsor and the Released Parties (i) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses, (ii) all causes of action arising out of or connected with the Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and (iii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but shall in no event include attorneys' fees. Sponsor reserves the right to modify prize award procedures.

**10. DISPUTE.** Except where prohibited, participant agrees that: (i) 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; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with

entering the Promotion, but in no event attorneys' fees; and (iii) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

**11. CHOICE OF LAW.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, shall be governed by, and construed in accordance with, the substantive laws of the State of Arizona, without regard to choice of law rules.

**12. PUBLICITY RELEASE AND PHOTO ENTRY LICENSE.** By participating in the Promotion and in addition to any other grants which may be granted in any other agreement entered into between Sponsor and the winner, the winner grants Sponsor and each of its respective successors, assigns and licensees, the right to use such winner's first and last name, city, state or province, photograph, likeness, statements, biographical information, a description of the prize won, and any other personal characteristics, in any and all media, now known or hereafter devised, for any purpose, including without limitation, advertising and sweepstakes purposes as well as in, on or in connection with any program, Promotion or other promotion without additional compensation, review or approval rights, notification or permission, and each winner hereby releases the Sponsor from any liability with respect thereto.

You also acknowledge and agree that, by participating in this Promotion and/or accepting a prize, you irrevocably grant Sponsor, its successors, assigns, and affiliates, an exclusive, royalty-free, worldwide, perpetual, irrevocable, and fully sublicensable right to store, use, reproduce, distribute, modify, adapt, display, sell, create derivative work(s), license and sub-license to third parties your photo entry for any and all commercial purposes, in all media now or hereafter known, at any time throughout the universe for the complete term of the copyright, including any extensions thereof, as established and provided by the law of the country in which you reside. Nothing contained herein obligates Sponsor to exercise any of the rights, licenses or privileges granted by this license.

YOU FURTHER ACKNOWLEDGE THAT YOUR PERSONAL IDENTIFYING INFORMATION MAY BE DISCLOSED TO THIRD PARTIES INCLUDING, WITHOUT LIMITATION, PLACING YOUR NAME ON A WINNERS' LIST.

**13. ODDS OF WINNING.** Odds of winning depend on the number of eligible entries received during the Promotional Period and the odds of winning the Grand Prize depend on the total number of eligible entries received during the Promotional Period.

**14. SPONSOR.** The Sponsor is Hughes Federal Credit Union, P.O. Box 11900, Tucson, AZ 85734.

**15. LIST OF OFFICIAL RULES OR WINNERS' LIST.** For a copy of these Official Rules or for a list of Promotion winners, mail a postage pre-paid, hand-printed self-addressed stamped envelope to: Hughes Federal Credit Union, TurboTax eCode Promotion, P.O. Box 11900, Tucson, AZ 85734. Only one request for Official Rules or Promotion winners' list per envelope mailed. All requests must be received by December 31, 2018.

*This Promotion is sponsored by Hughes Federal Credit Union, P.O. Box 11900, Tucson, AZ 85734.*