NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

THIS SWEEPSTAKES IS BEING CONDUCTED BY RIVER VALLEY CREDIT UNION BASED IN MIAMISBURG, OHIO, WITH MEMBERS LOCATED IN VARIOUS STATES AND THEIR RESPECTIVE TIME ZONES. THERE WILL BE ONE (1) WINNER EACH MONTH.

Sweepstakes Name: 2024 Great River Valley Give Back Sweepstakes (the "Sweepstakes")

River Valley Address: 505 Earl Blvd., Miamisburg, OH 45342

This Sweepstakes is sponsored solely by River Valley Credit Union ("Sponsor"). Any questions, comments or complaints regarding the Sweepstakes must be directed to the Sponsor. For a copy of these Official Sweepstakes Rules, please visit the website: www.rivervalleycu.org/1000\_rules.

**List of Winner(s):** For the name(s) of the winner(s) send a stamped, self-addressed envelope to River Valley Credit Union, Great Give Back Sweepstakes, 505 Earl Blvd., Miamisburg, OH 45342.

1. **ELIGIBILITY.** This Sweepstakes is open only to individuals who (i) are members in good standing of River Valley Credit Union (ii) are legal residents of the 50 states of the United States or the District of Columbia or Puerto Rico, (iii) who are 18 years of age (or the age of majority in the entrant's state of residence, whichever is older) at the time of entry ("Entrant").

"Member in good standing," includes all River Valley members who DO NOT have a delinquent loan, have a deposit product with a negative balance or have an account that has been inactive for at least 6 months prior to the qualifying drawing period.

"Active Checking Account," includes all River Valley members with a River Valley checking account that has had a transaction within the previous ninety (90) days prior to the qualifying drawing period.

"Active Marketing Text Opt-in," includes all River Valley members who have opted in to River Valley marketing texts by texting "DreamBig" to 1-937-741-7170 and have not subsequently opted-out prior to the qualifying drawing period.

Since our state charter limits our services to "Members" this pre-empts the general sweepstake laws – meaning we not only can but must limit any prize/sweepstakes promotions to members or persons eligible to become members.

If you are not a legal resident of the United States or you are not the required age as of time of entry, you are not eligible to enter this Sweepstakes or to win a prize. Employees, contractors, officers and directors of Sponsor, its affiliates, parent companies, subsidiaries, divisions, suppliers, distributors and advertising, promotional and judging agencies, and any third-party prize provider(s) (collectively, the "Sweepstakes Entities"); and members of the immediate families (spouse and biological, adoptive or step-parents, grandparents, children, grandchildren and siblings, and each of their respective spouses regardless of where they reside) or households (whether related or not) of any of the above individuals are not eligible to participate in the Sweepstakes or to win the prize.

The Sponsor may set limitations on how frequently an individual can be eligible to win more than one prize within a specified time period. An individual may win only once (1) every twelve (12) months. Only one (1) winner per household is permitted in any contest or sweepstakes. "Household members" shall mean people who share the same residence at least three (3) months a year.

**Entries may also be mailed to:** River Valley Credit Union, Big Give Back Sweepstakes, 505 Earl Blvd., Miamisburg, OH 45342. Entries must include full name, mailing address, phone number, and email address. Entries must be received by the last day of each month. Mailed entries are valid for one monthly drawing only.

2. **TIMING:** The Sweepstakes begins on May 1, 2024, at 9:00:00 a.m. ET and ends at 12:59:59 p.m. ET on December 31, 2024 ("Sweepstakes Period"). The Sweepstakes Period includes eight (8) drawing periods ("Drawing Period"). Drawing will be held by 11:00 a.m. on the first business day of every month and include all eligible entries as of 11:59:59 p.m. on the last day of the previous month.

**TOTAL NUMBER OF WINNERS: 8** 

## **DESCRIPTION OF SWEEPSTAKES/HOW TO ENTER:**

During each monthly Drawing Period, The Sponsor will draw from all eligible entries. No action is required to enter.

To enter the Sweepstakes, be a member in good standing at River Valley Credit Union on the last day of each Drawing Period:

Members with active checking accounts at the end of each qualifying Drawing Period will earn one (1) extra entry for that month.

"Member in good standing," includes all River Valley members who DO NOT have a delinquent loan, have a deposit product with a negative balance or have an account that has been inactive for at least 6 months prior to the qualifying drawing period.

"Active Checking Account," includes all River Valley members with a River Valley checking account that has had a transaction within the previous ninety (90) days prior to the qualifying drawing period.

"Active Marketing Text Opt-in," includes all River Valley members who have opted in to River Valley marketing texts by texting "DreamBig" to 1-937-741-7170 and have not subsequently opted-out prior to the qualifying drawing period.

Limit: One (1) entry per person/member number. Two (2) entries per person/member number for entries with an active River Valley Credit Union checking account or active opt-in to marketing texts. Three (3) entries per person/member number for entries with both active River Valley Credit Union checking account and active opt-in to marketing texts.

The Sponsor shall be the official timekeeper for this Sweepstakes, its monthly Drawing Periods and their entry periods.

3. **Winner Selection and Notification:** At the end of each designated Drawing Period, the registration will be closed, and the Sponsor will determine the winner at random for that period on the first business day of the following month. There will be one (1) prize winner selected at random from all the eligible entries, for a total of eight (8) grand prize winners throughout the Sweepstakes Period.

Potential Sweepstakes winner(s) is subject to verification, including verification of eligibility. If an entrant is unable to verify his/her information, the entrant will automatically be disqualified and their prize, if any, will be forfeited. The Sponsor reserves the right to determine an alternate winner in accordance with these Official Rules in the event that any winner is disqualified, cannot be contacted, or is deemed ineligible for any reason, or is not available to participate in any applicable Sweepstakes events.

The Sponsor will attempt to contact all selected winners by phone at the phone number provided by the entrant within 60 minutes of the drawing. Only the winners will be contacted personally by a Sponsor representative. No more than three (3) attempts shall be made to contact the entrant over a period not to exceed (3) days. ENTRANT MUST ANSWER THE PHONE AND MUST AGREE TO HAVE THE TELEPHONE CONVERSATION RECORDED BY THE SPONSOR AND/OR AGREE TO BE INTERVIEWED FOR ANY BROADCAST OR COMMERCIAL RELEASE CONNECTED WITH THE SWEEPSTAKES TO BE DETERMINED A DESIGNATED WINNER AND HAVE THE PRIZE AWARDED. IF MESSAGE(S) IS LEFT ON ANSWERING MACHINE OR VOICEMAIL SYSTEM THE POTENTIAL WINNERS MUST RETURN THE CALL AND AGREE TO THE TERMS HEREIN OR WILL FORFEIT ANY RIGHTS TO THE PRIZE. If a potential prize winner cannot be reached directly following the close of registration period and or does not consent to be recorded for broadcast purposes, the potential prize winner may be disqualified at Sponsor's sole discretion and an alternate potential prize winner will be randomly selected until a winner is determined and has met all conditions described herein. Due to time constraints, the Sponsor reserves the right to modify the notification procedures in connection with the selection of alternate winners, if any are necessary. Odds of winning depend upon the number of eligible entries received during a particular Drawing Period (Typically, 1 in 27,000 - 30,000 without a checking account; 2 in 27,000 - 30,000 with a valid checking account or Marketing Text opt-in; 3 in 27,000 – 30,000 with valid checking account and Marketing Text opt-in).

Conditions on Participation: If the entrant is unable to verify registration information the entrant will automatically be disqualified, and their prize will be forfeited. The Sponsor reserves at its sole discretion the right to choose an alternative qualifier in the event that a qualifier has been disqualified or is deemed ineligible. The Sponsor is not responsible for any change of email address, mailing address and/or telephone number of entrants. Notification is deemed to have occurred immediately upon placing of a phone call or sending of an email or any other form of communication The Sponsor may use to contact the qualifier and/or a potential winner. The Sponsor is not obligated to leave voicemail, answering machine, or other message. The Sweepstakes Entities are not responsible for and shall not be liable for late, misdirected, or unsuccessful efforts to notify a qualifier or potential winners. If the potential winner does not claim the prize within the appropriate time given upon notification or unless otherwise stated herein, the entrant will automatically be disqualified and their prize will be forfeited, no alternative prize will be substituted. Furthermore eligible entrants agree as follows: By participating, you agree (a) to be bound by these Official Rules; (b) as between you and the Sponsor, that the decisions of the Sponsor is final on all matters relating to the Sweepstakes; (c) you are not participating on behalf of any employer or third party; (d) in the event that you not comply with the rules, then the eligible winner

will be disqualified. The Sponsor, in its sole discretion, reserves the right to select an alternate qualifier and/or potential winner at that time.

## 4. PRIZES.

## Prize: Eight (8):

Up to 8 verified and eligible grand prize winners will each receive \$1,000 in the form of a deposit to their primary savings account with the suffix 000.

Each month there shall be a total of one (1) opportunity; two (2) opportunities if an entrant has an active River Valley Credit Union checking account or Marketing Text opt-in; three (3) opportunities if an entrant has an active River Valley Credit Union checking account and Marketing Text opt-in; for a potential winner to be awarded one (1) prize of \$1,000 USD as stated herein. Overall possible cash prizes to be awarded throughout the Sweepstakes are 8 total.

All prizes provided by River Valley Credit Union

Approximate Retail Value ("ARV") of each Grand Prize: \$1,000

ARV of all Sweepstakes prizes: up to \$8,000.

All prizes awarded must be fulfilled in the name of the designated winner. A winner is not a recipient of a prize until he/she has been verified and if the winner is unable to become verified then the winner will automatically be disqualified and their prize will be forfeited and no alternate winner will be selected at that time. The specifics of all aforementioned elements of the prize shall be solely determined by the Sponsor.

No more than the advertised number of prizes shall be awarded. The prize is subject to certain terms and conditions as specified herein. A prize may not be sold, traded, or commissioned, and is not exchangeable, transferable, substitutable, or redeemable for cash except in Sponsor's sole discretion. Prize details and availability are subject to change. Sponsor is not the supplier or guarantor of any prize, unless otherwise specified. The prize will only be awarded if properly claimed according to the Rules. All costs and expenses related to the prize acceptance, the prize, and/or prize use not specified herein as being provided are the sole responsibility of winner(s).

**Odds of Winning:** The odds of winning the prize depend on the number of eligible entries received by Sponsor during each Drawing Period, which is impacted by the number of qualifying memberships and number of active checking accounts (Typically, 1 in 27,000 - 30,000 without a checking account; 2 in 27,000 - 30,000 with a valid checking account or Marketing Text opt-in; 3 in 27,000 – 30,000 with valid checking account and Marketing Text opt-in).

Conditions and restrictions may apply. Limit: One (1) prize per person/member number. ALL PRIZES ARE AWARDED "AS IS" AND THE SPONSOR DOES NOT MAKE (AND IS NOT RESPONSIBLE FOR) ANY REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATING TO ANY PRIZE (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

5. **TAMPERING AND DELIVERY DISCLAIMER.** (a) The Sponsor, in its sole discretion, reserves the right to disqualify and prohibit from participating (and void such person's entries) any person, who the Sponsor determines (in its sole discretion) is or is attempting to: (i) tamper with the Sponsor's website and/or any part of the Sweepstakes; (ii) undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices, (iii) or intending to annoy, abuse, threaten or harass any other entrants, the Sponsor, or the Released Parties or exhibits other unsportsmanlike behavior; and/or (iv) otherwise violate these Official Rules or the Terms of Use of the Sponsor's Website. (b) ANY ATTEMPT TO DELIBERATELY DAMAGE, CIRCUMVENT, OR DISRUPT THE SPONSOR'S WEBSITE (OR ANY PART THEREOF) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, THE SPONSOR AND ITS LICENSEES (IF ANY) RESERVE THE RIGHT TO SEEK DAMAGES AND ANY OTHER AVAILABLE REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. EACH ENTRANT AGREES TO INDEMNIFY AND HOLD HARMLESS THE SPONSOR AND ITS AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES AND/OR LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) THAT MAY BE ASSERTED AGAINST OR INCURRED BY ANY OF THEM AT ANY TIME, IN CONNECTION WITH THE USE THEREOF, AND/OR BY ENTRANT'S BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANTS ASSOCIATED WITH THIS SWEEPSTAKES. The use of any automated device, automated launching or entry software or any other mechanical or electronic means that permits the entrant to automatically enter or evaluate repeatedly is prohibited. The Sponsor disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method.

Released Parties are not responsible for: (1) mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Sweepstakes; (2) any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Sweepstakes; (3) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (4) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (5) unauthorized human intervention in any part of the entry process or operation of the Sweepstakes; or (6) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries.

The Sponsor further reserves the right to: (i) cancel, terminate, suspend, declare null or void, amend, alter, or modify the Sweepstakes, void any suspicious entries, rescind any prize, and/or determine absolute resolution, and/or an alternate method of conducting the Sweepstakes and/or awarding the prize(s) at any time, for any reason, or if, in the sole discretion of the Sponsor, it is impossible or impractical to complete or conduct the Sweepstakes as planned for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures of any sort, programming associated with or used in the Sweepstakes, by any human error which may occur in the execution of this Sweepstakes, or any other causes which effect the operation of the Sweepstakes or the rules of the integrity of the Sweepstakes have been violated or compromised in any way, intentionally or unintentionally by any person whether or not an entrant in the Sweepstakes and/or (ii)

stop or conclude the Sweepstakes at any time without prior notice. In the event of termination of the Sweepstakes by Sponsor, Sponsor reserves the right to award any prize(s) in a manner deemed fair and equitable by Sponsor.

- 6. **PUBLICITY.** Except where prohibited, by accepting a prize, winner(s) grant the Sponsor permission to use their names, characters, images, voices, and likenesses worldwide, in perpetuity, in any and all media now known or hereinafter invented in any and all marketing and promotional materials and waive any claims to royalty, right, or remuneration for such use. Each winner's name may be included in a publicly available winners list.
- 7. **USE OF PERSONAL INFORMATION.** The Sponsor will retain the entrant's personal data for a reasonable period of time to enable it to send that entrant any prize that they have won and to verify that these Official Rules have been complied with, and for accounting purposes. This data may be passed to a third party to enable such third party to fulfill any necessary requirements relating to the award of a prize. Any other use of personal data will be in accordance with, and subject to, the Sponsor's Privacy Policy located <a href="here">here</a>.
- 8. RELEASES, CONDITIONS, AND LIMITATIONS OF LIABILITY. By participating in the Sweepstakes, each entrant agrees to release and waive any and all claims of liability against the Sweepstakes Entities and any applicable third party fulfillment service and each of their respective employees and agents (collectively, the "Released Parties") from and against from any and all liability, loss or damage (including personal injury) incurred with respect to the conduct of or participation in the Sweepstakes, or the awarding, shipping/handling, receipt, possession, and/or use or misuse of any prize, including any travel related thereto. By accepting the prize, winner(s) hereby agrees: (i) to release each of the Released Parties from any and all claims in connection with the Sweepstakes and the award or use of the prizes; and (ii) where allowed by law, sign a publicity release confirming consent to use the winner's name/likeness as set forth in Section 6 prior to acceptance of the prize. The Released Parties are not responsible or liable to any entrant or winner or any person claiming through such entrant or winner for failure to supply the prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity, including, but not limited to restrictions on travel, movement, and large gatherings, (whether or not the action, regulations, order or request proves to be invalid), national emergency, equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, pandemic, viral or communicable disease outbreak, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Sweepstakes Entities' sole control. Upon awarding the prize, the Sponsor will have no further obligation to the winner.
- 9. **TAXES.** Any valuation of the prize(s) stated above is based on available information provided to the Sponsor, and the value of any prize awarded to a winner may be reported to the IRS as required by law. Each winner is solely responsible for reporting and paying any and all applicable federal, state, and local taxes, related to prize acceptance and use not specified herein. Each winner must provide the Sponsor with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600 in prizes from the Sponsor in a calendar year will be issued an IRS Form 1099 reporting the value of those prizes to the IRS.

- 10. **CONDUCT AND DECISIONS.** All decisions of the Sponsor will be final and binding on all matters relating to this Sweepstakes. Persons who violate any rule, gain unfair advantage in participating in the Sweepstakes, or obtain winner status using fraudulent means will be disqualified. The Sponsor will interpret these Rules and resolve any disputes, conflicting claims or ambiguities concerning the rules of the Sweepstakes and the Sponsor's decisions concerning such disputes shall be final. If, for any reason, more bona fide winners are notified than prize(s) available, prize(s) will be awarded in a random drawing from among all such persons. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Any reference in these Official Rules or as part of the Sweepstakes to the Sponsor's "discretion" and/or any exercise of discretion by the Sponsor shall mean in Sponsor's "sole and unfettered discretion." The Sponsor further reserves the right to terminate the Sweepstakes if in its sole judgment, the rules or the integrity of the Sweepstakes have been violated or compromised in any way, intentionally or unintentionally by any person whether or not an entrant in the Sweepstakes. In the event the Sweepstakes is terminated, Sponsor will award the prize(s) in a random drawing from all eligible entries received prior to termination. If applicable, material changes to the Sweepstakes rules will be available on-line at the Sponsor's website, when practical. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of this provision.
- BINDING ARBITRATION. Any controversy or claim arising out of or relating to the Sponsor 11. Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties. The arbitrator shall apply Ohio law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.
- 12. **MISCELLANEOUS.** Sponsor reserves the right to determine eligibility should special circumstances arise, all decisions are considered final and binding. Sponsor disclaims any responsibility to notify entrants of any aspect related to the conduct of the Sweepstakes. As a condition of participating in the Sweepstakes, entrants agree (and agree to confirm in writing) that: (a) under no

circumstances will entrant be permitted to obtain costs, judgments, or awards for, and entrant hereby knowingly and expressly waives all rights to claim or seek punitive, incidental, consequential, special, or any other damages, other than for actual, third-party out-of-pocket expenses, and in such limitation, entrant further waives any rights to have damages multiplied or otherwise increased; (b) any and all disputes, claims, or causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, through binding arbitration as set forth above, without resort to any form of class action; and (c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred (if any), excluding attorneys' fees and court costs. Some jurisdictions do not allow the limitations or exclusion of liability, so the above may not apply to every entrant. Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to, and acceptance of these Official Rules. Winning a prize is contingent upon entrant's fulfillment of all requirements set forth herein.

13. **COMPLIANCE WITH LAW AND GOVERNING LAW.** All issues and questions concerning the construction, validity, interpretation and enforceability of the Sweepstakes Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Ohio, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 11 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Ohio, in the City of Miamisburg.