

Sunmark Credit Union
ValleyCats Youth Savings Month Promotion – Official Rules

NO PURCHASE, DONATION, OR PAYMENT OF ANY KIND IS NECESSARY TO WIN. Purchase/Donation will not improve chances of winning. Odds of winning depend on number of entries received. The Sunmark “Sunmark ValleyCats Youth Savings Month Promotion” (“the Sunmark ValleyCats Promotion”) is sponsored by Sunmark Credit Union. This promotion is governed by these Official Rules (“Official Rules”). Sunmark shall be entitled to interpret these Official Rules as needed – including but not limited to rules regarding entries, deadlines, winner selection, prize restrictions, and eligibility – and all of its decisions are final. By participating in the Sunmark ValleyCats Promotion, you agree to abide by all of these Official Rules and waive any right to claim ambiguity in these Official Rules or any other promotion -related advertising or materials. The Sunmark ValleyCats Promotion is subject to all federal, state and local laws and regulations and is void where prohibited by law.

1. **Eligibility.** The Sunmark ValleyCats Promotion IS OPEN ONLY TO LEGAL U.S. RESIDENTS UP TO AGE 25. IF YOU DO NOT MEET THESE ELIGIBILITY REQUIREMENTS, OR ANY OTHER REQUIREMENTS IN THESE OFFICIAL RULES AS OF ENTRY DATE, YOU ARE NOT ELIGIBLE TO PARTICIPATE OR WIN A PRIZE. In addition, entrants must have Internet access, a valid e-mail account, and a contact number that can receive text messaging prior to entry. To be eligible to win a prize, entries must be completed and received by SUNMARK in the manner and format designated below. Employees, immediate family members, Board of Directors and volunteers of SUNMARK, and the members of their immediate families (defined as spouse, parents, siblings or children) and households (defined as all persons residing together in a single residence, whether or not related) are eligible to enter or win prizes, but will not be shown preferential treatment during the selection process.
2. **Contest Period.** The Sweepstakes starts on April 1, 2024 12:00 AM Eastern Standard Time (“EST”) and ends on April 30, 2024 at 11:59pm EST Sunmark CU’s computer is the official time-keeping device for the Sunmark ValleyCats Promotion. Sunmark reserves the right to shorten or extend the Sunmark ValleyCats Promotion at their sole discretion.
3. **How to Enter.** Participant must open a Youth Savings Account between April 1, 2024 and April 30, 2024 . An alternate way to enter is to send in a postcard or email with your contact information to: Sunmark Credit Union 1187 Troy Schenectady Road, Latham, NY 12110, ATTN: Marketing ValleyCats Promotion or to marketing@sunmark.org, subject line ValleyCats Promotion.
4. **Prize.** All Youth Savings Account members up to age 12 who open their account during the promotion period will receive a ValleyCats ‘CatsCrew Membership. One child who opened a Youth Savings Account during the promotional period will be entered into a drawing done by Sunmark Credit Union to throw the first pitch at a ValleyCats game (date to be determined). Youth Savings Accounts opened during the month of April who are between the ages of 13-25 will receive (2) tickets to a ValleyCats game in place of a Cats Crew membership.
5. **Selection and Notification of Winner.** At the end of April, Sunmark will provide a list of names/email addresses of Youth Savings Accounts (up to age 12) opened during promotional period to the ValleyCats, who will then send an email providing instructions as

to how to pick up/redeem the membership. To claim the prize, the winner(s) should follow the instructions contained in notification email. Winner will be issued an IRS 1099 INT tax form (or its equivalent) for the actual prize value awarded. The drawing to select a winner to throw the first pitch will be pulled from a list of all Youth Savings Accounts opened during the promotional period, drawing will be done by May 20, 2024 and winners parent/guardian will be notified by email.

6. **PRIZE WINNER ASSUMES SOLE RESPONSIBILITY FOR ALL EXPENSES AND INCIDENTAL COSTS ASSOCIATED WITH THE PRIZE NOT EXPLICITLY OUTLINED ABOVE, INCLUDING WITHOUT LIMITATION, ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE.** If the Prize is returned as undeliverable or otherwise not claimed within ten (10) days after delivery of notification, the Prize will be forfeited and awarded to an alternate winner selected randomly from all of the remaining eligible entries. The Prize is non-transferable. No substitutions or cash equivalent of the Prize will be permitted, except that Sunmark reserves the right to substitute a Prize of comparable or greater value for the Prize. The Prize is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). The Prize will be fulfilled the day of the event. Winner will be issued an IRS 1099 MISC tax form (or its equivalent) for the actual prize value awarded.

7. **Selection of Prize.** Actual tickets (Level, Section, Seat Number) will be selected by Sunmark at its sole discretion.

8. **No Social Media/Payment Platform Endorsement.** This Contest/ Sweepstakes is in no way sponsored, endorsed or administered by, or associated with OneCause, Facebook, Inc, Twitter, Instagram, or any other social media or payment platform. The information you provide will only be used for administration of the Sweepstakes and as otherwise set forth in these Official Rules. Any questions you have about the Sweepstakes must be directed to Sunmark and not to any other entity used to advertise the sweepstakes or accept payments for charitable donations.

9. **Use of Winner's Name, Likeness, etc.** Except where prohibited by law, entry into the Sunmark ValleyCats Promotion constitutes permission to use winner's name, likeness, persona, hometown, and/or Prize information in all media now known or later devised throughout the universe in perpetuity for all purposes Sunmark deems appropriate - including, without limitation, for promotional and publicity purposes - without further permission or compensation. As a condition of being awarded any Prize, except where prohibited by law, winner may (in Sunmark's sole discretion) be required to execute a written consent, confirming Sunmark's right to use such winner's name, Facebook name, likeness, persona, hometown, and/or Prize information without further permission or compensation.

10. **Affidavit and Release.** As a condition of being awarded any Prize, winner may (in Sunmark's sole discretion) be required to execute and deliver to Sunmark a signed affidavit of eligibility, acceptance of these Official Rules, release of liability, and any other legal, regulatory, or tax-related documents required by Sunmark in its sole discretion.

11. **Winner List/Rules Request.** For the Winner's List or to obtain a copy of these official rules, send an email to: marketing@sunmark.org or mail a SASE to: Sunmark Credit Union 1187 Troy Schenectady Road, Latham, NY 12110, specifying Sunmark ValleyCats

Promotion “Winner’s Name” or “Official Rules” (winner’s name will be available after May 20, 2024).

12. Entrant’s Personal Information: Information collected from entrant is subject to Sunmark’s Privacy Policy located at <https://www.sunmark.org/connect/disclosures> and which may be updated from time to time.

13. Disclaimer. By entering, each entrant agrees that Sunmark, OneCause, Facebook, Inc., any other company involved in the development or administration of this Sweepstakes, and a range of subsidiaries, agents, agencies, affiliates, franchisees, promoters, prize suppliers, officers, directors, employees and related persons (collectively, the “Released Parties”) will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) technical failures of any kind, including telephone, electronic, hardware, software, network, Internet, or other computer or communications-related malfunctions or failures; (c) any Sweepstakes disruptions, injuries, losses or damages caused by events beyond the control of Sunmark or by non-authorized human intervention; or (d) any printing or typographical errors in any materials associated with the Sweepstakes.

14. LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES. BY ENTERING THE SWEEPSTAKES AND/OR ACCEPTING A PRIZE, YOU AGREE THAT THE RELEASED PARTIES SHALL NOT BE LIABLE FOR AND WILL BE HELD HARMLESS BY YOU AGAINST ANY LIABILITY FOR ANY DAMAGE, INJURY OR LOSS TO PERSON (INCLUDING DEATH) OR PROPERTY RELATED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO ACCEPTANCE, POSSESSION, REDEMPTION, USE OR MISUSE OF PRIZE, PARTICIPATION IN ANY PRIZE-RELATED ACTIVITY, USE BY A RELEASED PARTY OF ANY ENTRY, PARTICIPATION IN THE SWEEPSTAKES, OR ANY OTHER CLAIM OR CAUSE OF ACTION YOU MAY HAVE AGAINST A RELEASED PARTY. RELEASED PARTIES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. RELEASED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR THOSE GUARANTEES OR WARRANTIES MADE OR OFFERED BY ADVERTISERS, PARTNERS, MANUFACTURERS OR SUPPLIERS, INCLUDING THOSE RELATED TO ANY PRIZE. UNDER NO CIRCUMSTANCES SHALL RELEASED PARTIES BE HELD RESPONSIBLE OR LIABLE FOR YOUR USE OF THE INFORMATION AND/OR PRODUCTS PROVIDED AND/OR MADE AVAILABLE THROUGH THE SWEEPSTAKES OR FOR ERRORS OR ANOMALIES RESULTING IN THE UNINTENDED OR ERRONEOUS PARTICIPATION, AWARD OF ANY PRIZE OR OTHER BENEFITS UNDER THESE OFFICIAL RULES. RELEASED PARTIES OFFER NO ASSURANCES, GUARANTEES OR WARRANTIES THAT THE SWEEPSTAKES OR RELATED WEBSITES WILL BE UNINTERRUPTED OR ERROR-FREE AND DO NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SWEEPSTAKES. RELEASED PARTIES WILL NOT BE LIABLE, AND ARE NOT RESPONSIBLE, FOR DAMAGES OF ANY KIND RELATED TO YOUR PARTICIPATION IN OR INABILITY TO PARTICIPATE IN THE SWEEPSTAKES, WHETHER THE DAMAGES ARE DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL.

15. Miscellaneous. The Sunmark ValleyCats Promotion and these Official Rules will be governed, construed, and interpreted under the laws of the state of New York. Sunmark

reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend or cancel the Sweepstakes or any entrant's participation in the Sweepstakes should the security, administration, fairness and/or operation of the Sunmark ValleyCats Promotion be corrupted or impaired by any cause beyond Sunmark's control, in which event all Prizes will be awarded via the process outlined in these Official Rules, from among all eligible entries received prior to cancellation. Notwithstanding the foregoing, Sunmark reserves the right to amend, modify, or cancel the Sunmark ValleyCats Promotion at any time without notice. Entrants who violate these Official Rules; violate any law, rule, or regulation in connection with participation in the Contest; tamper with the operation of the Sunmark ValleyCats Promotion or engage in any conduct that is detrimental or unfair to Sunmark, the contest, or any other entrant (in each case as determined in Sunmark's sole discretion) are subject to disqualification from entry into the Sunmark ValleyCats Promotion. Sunmark reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Sunmark ValleyCats Promotion. Sunmark reserves the right to correct any typographical, printing or clerical errors in any promotion-related materials. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect.

16. **Sunmark ValleyCats Promotion Sponsor:** Sunmark Credit Union, 1187 Troy Schenectady Road, Latham, NY 12110. Any questions regarding this Contest or the Official Rules should be directed to marketing@sunmark.org