

# First Nebraska Credit Union \$2,500 Giveaway

## 2019 OFFICIAL RULES

**NO PURCHASE NECESSARY. A purchase or payment of any kind will not improve your chances of winning.**

**PROMOTION DESCRIPTION:** The \$2,500 Giveaway promotion ("Promotion") begins on **July 15, 2019** at 12:00:01 a.m. Central Time ("CT") and ends on **August 31, 2019** at 11:59:59 p.m. CT ("Promotion Period"). By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of First Nebraska Credit Union ("FNCU" and/or "Sponsor"), 10655 Bedford Ave, Omaha, NE 68134, which shall be final and binding in all respects.

**ELIGIBILITY:** To be eligible, you must: 1) be a legal U.S. resident, 2) be eighteen (18) years of age or older, and 3) work in the education field in Nebraska or Iowa. **DO NOT ATTEMPT TO PARTICIPATE IN THIS PROMOTION IF YOU DO NOT MEET THESE REQUIREMENTS.**

Employees, officers, and board members of Sponsor, or retailers, sales representatives, advertising and promotion agencies of Sponsor (collectively, "Promotion Entities"), and the immediate family members, and/or those living in the same household of each, are ineligible. Promotion is void outside of United States and where prohibited by law.

**HOW TO ENTER:** Go to [firstnebraska.org/2500giveaway](http://firstnebraska.org/2500giveaway) to enter electronically by completing the \$2,500 Giveaway entry form. You may also enter by requesting a \$2,500 Giveaway entry form from First Nebraska Credit Union and return it to one of the First Nebraska Credit Union branches, or mail it to: First Nebraska Credit Union, 10655 Bedford Ave, Omaha, NE 68134. Mailed entries must be postmarked on or before September 6, 2019 and received by September 13, 2019. All required information on the registration form must be completed to be eligible.

Limit one (1) entry per person during the Promotion Period. Participation must be by the participant, via the \$2500 Giveaway entry form. The use of any device to automate the entry process is prohibited. Limit one (1) prize per person during the Promotion Period.

**INSTANT PRIZES:** \$500 in prizes. Five (5) winners will be instantly selected from eligible entries at select events, and will receive a \$100 prize, distributed as a Visa® Gift Card. Gift card is subject to terms/conditions of use as indicated thereon, which may include expiration date (where legal). Need not be present to win.

**GRAND PRIZES:** \$2,000 in prizes. Ten (10) winners will be randomly selected from eligible entries, and will receive a \$200 prize, distributed as a Visa® Gift Card. Gift card is subject to terms/conditions of use as indicated thereon, which may include expiration date (where legal). Need not be present to win.

Winners will be chosen by a random drawing on September 16, 2019 and winners will be notified by email or phone, per information given on entry form. If you are notified as a winner, you must comply with all conditions of these Official Rules and winning is contingent on fulfilling all requirements. Any potential prize winner must meet all eligibility requirements of the Sponsor. Winners have 30 days to respond to Sponsor stating they will claim their prize. Any prize remaining unclaimed after 90 days will be forfeited.

No cash alternative or prize substitutions will be allowed, except Sponsor reserves the right to substitute prize(s) of comparable value if a prize listed, or any portion thereof, is unavailable for any reason. Prize winner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize.

**ODDS OF WINNING:** Odds of winning a prize will depend on the total number of eligible entries received during the Promotion Period.

**WINNER'S LIST:** Winners list will available on the [firstnebraska.org/2500giveaway](http://firstnebraska.org/2500giveaway) website page between September 16, 2019 and October 31, 2019.

**GENERAL CONDITIONS:** Acceptance of a prize constitutes prize winner's permission for Sponsor and its designees to use prize winner's name, photograph, likeness, voice, biographical information, statements and address (city and state only) for

advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation.

Except as contemplated in these Official Rules, personal information collected in connection with this Promotion will be used in accordance with the privacy policy found on the Sponsor website, <https://firstnebraska.org>.

Entrants agree that the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Promotion or any Promotion-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's or any other person's computer system or wireless phone which is occasioned by participating in the Promotion, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature.

The Promotion Application's database clock will be the official timekeeper for online entries in this Promotion. The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the processing of the entries in the Promotion. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information.

Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Promotion, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Promotion if it determines, in its sole discretion, that the Promotion is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Promotion as contemplated herein.

In the event Sponsor is prevented from awarding prizes or continuing with the Promotion as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Promotion. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official 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 Official 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.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished by third parties in connection with the Promotion. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.**

**GOVERNING LAW/JURISDICTION: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE PROMOTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEBRASKA WITHOUT GIVING EFFECT TO ANY**

CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.