

-OFFICIAL RULES-

Winefest Napa Giveaway

1. **SPONSOR**

The Winefest Napa Giveaway (“Contest”) is sponsored by Community Choice Credit Union (“Sponsor”).

2. **ELIGIBILITY**

The Contest is open to those who are at least 18 years old at the time of entry and hold a valid Iowa driver’s license. Only one individual’s name may be associated with each entry. Employees of the Sponsor, as well as the employees of other companies associated with the promotion of the Contest, and the immediate family (“immediate family” is defined as spouse, son, daughter, sister, brother, mother, father, step-children, step-siblings and step-parents) of each such employee are not eligible. The Contest is subject to federal, state, and local laws and regulations.

3. **AGREEMENT TO OFFICIAL RULES**

Participation in the Contest constitutes entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning the Contest is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein. The Sponsor reserve the right to disqualify a participant if the Contest rules are violated in any way. Official Rules are available during regular business hours at Sponsor’s location: 6163 NW 86th St, Suite 105, Johnston, IA 50131 and on the Sponsor website, www.comchoicecu.org. Official Rules will be provided upon request.

4. **CONTEST PERIOD**

The Contest begins on June 3rd, 2019 and ends on June 12th, 2019. Entries made before or after the official Contest period will be disqualified. Entries will be accepted for the duration of the Contest period.

5. **HOW TO ENTER**

Visit the Community Choice Credit Union table during the 2019 Sips in the City event on June 7th, 2019 from 6:00 – 9:00 pm to fill out an entry form. Entries will also be accepted via mail to Community Choice Credit Union. Entries must be postmarked by June 7th, 2019 to be eligible. Entrants must send in a form that includes name, phone number, and email address to Community Choice Credit Union, Attn: Napa Giveaway, 6163 NW 86th St, Ste 105, Johnston, IA 50131. Answers to Sponsor questions will have no bearing on the outcome of the Contest and neither increase nor decrease an entrant’s chances of winning. No purchase is necessary to participate or win. The Contest is void where prohibited by law.

Entrants are required to provide the Sponsor with their legal name, plus a valid, functioning email address (if applicable), and telephone number. By filling out an entry form, all entrants agree that the Sponsor may use their voice, name, photograph, and likeness for promotional purposes. The Sponsor and their respective directors, officers, and members assume no responsibility for incorrect, invalid, terminated, or non-functioning e-mail or lost, incomplete, late, illegible, or undelivered entries.

6. PRIZE

The prize is a travel voucher good for a four day, three night trip to Napa Valley, California. Voucher includes airfare, resort stay, and rental car. Voucher is good till 12/31/2019. Retail value of the Prize is \$3,000 and there is no cash prize or alternative prize. The winner will receive the Prize, subject to payment by the winner of all applicable taxes. The Sponsor, their respective parents, subsidiaries, affiliates, and other companies associated with the Contest make no claims of merchantability of the Prize.

7. CONTEST ODDS

The odds of being selected as the winner depend on the number of entries into contest. If 2,000 entries are made and only a single entry is made by each entrant, the odds of being the winner are 1:2,000.

8. PRIZE DRAWING

The winner of the Prize will be determined on Wednesday, June 12th, 2019 at which time the winner will be contacted. Contest entrants need not be present to win.

9. WINNER NOTIFICATION

The winner will be revealed on the Contest website on June 13th, 2019. The name of the winner and his or her respective city (but not street address) will be placed on the Contest website immediately following selection.

The winner, who will be determined on June 12th, 2019, will have until the close of business on Monday, June 17th 2019, to claim the Prize. If the Prize is not claimed, the Sponsor shall donate the unclaimed Prize for educational, civic, public, charitable, patriotic, or religious use.

The winner will be required to sign a release form in order to claim the Prize, and also provide the Sponsor with a signed statement confirming his or her eligibility under these Rules and applicable law, plus a valid Iowa driver's license and social security number. By claiming the Prize and signing the release form, the winner release the Sponsor, their officers, directors, members, employees, subsidiaries and affiliates from any and all claims, liabilities, and/or damages arising directly or indirectly out of the award and/or use of the Prize. The Sponsor is not responsible for illness, death or injury which may be sustained in conjunction with participation in the Contest and/or the use of the Prize awarded.

10. GENERAL CONDITIONS

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including but not limited to fraud or unauthorized human intervention or other technical problems, or in the event that the Contest is unable to run as planned for any other reason, as determined by the Sponsor in their sole discretion, the Sponsor may, in their sole discretion, either a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or b) award the Prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserve the right at their sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the legitimate operation of the Contest. Such activates may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserve the right to seek damages (including attorney fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. Decisions of the Sponsor are final.

11. RELEASE AND LIMITATIONS OF LIABILITY

Contest participants agree to release and hold harmless the Sponsor and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents (“Released Parties”) from and against any claim or cause of action arising out of participation in the Contest or receipt and/or use of the Prize. This includes but is not limited to:

- a) Technical errors associated with the Contest, such as lost, interrupted, or unavailable Internet Service Provider (ISP) access, or network, server, wireless service provider, or related connection errors. Said technical errors may also include the unavailability, limited accessibility, or miscommunication of a failed computer, satellite, telephone, cellular tower, or cable transmission line, or a technical failure or jumbled, scrambled, delayed, or misdirected transmission or computer hardware or software malfunction, or failure;
- b) Unauthorized human intervention in the Contest;
- c) Mechanical, electronic, human, and printing and/or typographical errors;
- d) Application downloads and/or failures;
- e) Any other errors or problems pertaining to the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the cancellation or postponement of the event, or the incorrect downloading and processing of entries or any Contest-related materials;
- f) Injury, death, loss, or damage of any kind, to persons and/or property which may be caused, directly or indirectly, in whole or in part, from the entrant’s participation in the Contest or acceptance, receipt, or misuse of the Prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties’ liability will be limited to the cost of entering and participating in the Contest, and in no event shall the entrant be entitled to receive attorney’s fees; and/or
- g) Incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest.

Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

12. DISPUTES

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the courts of Polk County, Iowa. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant’s rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Iowa, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Iowa.

13. LEGAL PROCESS

In the event that the Prize winner is subject to, or the subject of, any order or legal process issued by any governmental agency having jurisdiction over the affairs of the winner (e.g., garnishment, child support order, judgment, lien, and the like) the Sponsor’s delivery of the Prize to an official representative of the governmental entity claiming a right to the Prize shall be deemed to be the award of the Prize to the winner.

The Sponsor shall be entitled to rely in good faith upon any documents presented by the representatives seeking to collect the Prize in lieu of the winner. The Sponsor shall not be liable for any claim by winner for damages incidental thereto.

14. FINANCIAL OBLIGATION

The winner assumes the financial obligation for local, state and federal taxes and all applicable fees based on the value of the Prize. In accordance with IRS regulations, the winner will be furnished an IRS Form 1099. For additional information, please consult with your tax advisor. The winner will be entirely and solely responsible for paying any such taxes. No other fees, taxes and/or penalties will be paid by the Sponsor in connection with the Contest unless specifically outlined in these rules.