

## Competition rules & release

### CUES Member Learning and Development Month Contest

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. The CUES Member Learning and Development Month Contest is sponsored by Credit Union Executives Society, Inc. ("Sponsor").

THE CONTEST IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW OR WHERE BONDING, REGISTRATION, OR OTHER REQUIREMENTS WOULD BE REQUIRED BUT HAVE NOT BEEN MET, OR WHERE THE METHODS OF ENTRY SET FORTH BELOW WOULD BE DEEMED CONSIDERATION. ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS APPLY.

#### **ELIGIBILITY:**

Subject to these Official Rules, the Contest is open to individual members of CUES only who are at least 18 years old as of the date of entry. To be eligible to receive a Prize (as defined below), the information associated with the entrant's account must be true and accurate. The information associated with the entrant's account must identify the actual entrant into the contest. In order to facilitate the delivery of a Prize (as defined below), CUES may attempt to contact the winner using the email provided during account registration. If CUES cannot get in contact with the winner using that email, the winner may forfeit his/her Prize. Certain contests are only open to residents of specific countries. Any person that enters into a contest that he/she is not eligible to enter may not win a Prize (as defined below) in that Contest.

Employees, agents, and contractors (collectively, "employees") of Sponsor and its respective parents, affiliates, subsidiaries, and advertising and promotion agencies and any other entity involved in the development or administration of this contest, and all persons residing in the same households as employees, including but not limited to immediate family members are not eligible to win the contest while the employee is employed or engaged by Sponsor and for six months following the employee's last day working with or for Sponsor.

Entrants may, in certain circumstances, communicate with, work with, or otherwise benefit from others with whom they have a preexisting relationship while participating in a contest. However, entrants may not communicate with, work with, or otherwise benefit from more than 20 other persons while entering a contest if the communications between the entrant and those persons is facilitated by any technological means other than those explicitly provided by Sponsor.

CUES reserves the right to verify an entrant's eligibility before, during, or after the contest.

Notice to all international entrants: As stated above, it is your responsibility to comply

with the contest laws of your country/jurisdiction. You acknowledge that certain countries/jurisdictions have laws regarding contest that may prevent Sponsor from awarding you your Prize (as defined below). If you are a winner and this happens to be the case with your country/jurisdiction, you acknowledge that you may not be able to receive any Prize at all from Sponsor. By entering this contest, you acknowledge the risks, and understand that you may win, but not be able to receive a Prize.

### **ENTRY PERIOD:**

The contest start date will be October 5 and a weekly winner will be announced on the web site within the following week for the previous week action items. The total contest will last until October 31. You may join the contest while it is live. Sponsor reserves the right to cancel contests, in our sole discretion, without any restrictions.

### **HOW TO ENTER:**

No purchase or payment is necessary to participate in the contest. Enter the contest weekly by completing each of the following steps:

1. Participants will visit [cues.org/LDMonth](http://cues.org/LDMonth).
2. Participants can complete a weekly item to be entered into a drawing to win a registration to Knowledge and Networking November or Directors and Dialog December.

### **PRIZES:**

The participant who is winner of the random drawing will win a registration to Knowledge and Networking November or Directors and Dialog December. The winner will be emailed and announced weekly (Monday) on [cues.org/LDMonth](http://cues.org/LDMonth).

Sponsor expressly reserves the right to disqualify any entries that it believes in good faith are generated by an automated means or scripts or that violate any of these Contest Rules or the Terms of Use. Entries generated by script, macro or other automated means are void.

Decisions of the Sponsor are final and binding with respect to all matters related to the contest. In no event shall the Sponsor be obligated to award any Prizes other than the Prize specified in these Official Rules. The Sponsor does not guarantee that the Prize can be made available to the winner. The Prize is not assignable and not transferable and no substitutions are permitted. In addition, if the Prize is unable to be fulfilled to the winner due to any applicable law, credit union employer rule or regulation, or if the winner cannot claim the Prize for any reason, then Sponsor reserves the right to not award the Prize at all. The winner shall be responsible and liable for all federal, state and local taxes on the value of the Prize. Winners shall provide CUES with accurate information regarding their identity and country of residence.

## **PRIZE SELECTION:**

The winner of the contest will be any person(s) who holds unique contest skills to complete action items in time to meet the deadline. The participant must verify their email prior to receiving any Prize.

The contest will be conducted under the supervision of the Sponsor. The decisions of the Sponsor are final and binding in all matters relating to this contest. The winner will be notified by phone or by email; provided, however, that Sponsor reserves the right to determine an alternate method of notification. The winning participant must accept the Prize within 1-30 days after the date of notification of such Prize. A contest winner's failure to accept the Prize within the specified 1-30 days will be considered such contest winner's forfeiture of the Prize and Sponsor may, at its option and sole discretion, choose not to award the Prize at all. If an entrant is found to be ineligible, Sponsor may, at its option and sole discretion, choose not to award the Prize at all.

## **GENERAL CONDITIONS AND RELEASES:**

Notice to all international entrants: As stated above, it is your responsibility to comply with the contest laws of your country/jurisdiction. You acknowledge that certain countries/jurisdictions have laws regarding contest that may prevent Sponsor from awarding you your Prize (as defined below). If you are a winner and this happens to be the case with your country/jurisdiction, you acknowledge that you may not be able to receive any Prize at all from Sponsor. By entering this contest, you acknowledge the risks, and understand that you may win but not be able to receive a Prize.

Notice to all entrants (including international): By entering the contest or accepting a Prize, you agree to conform to all federal, state and local laws and regulations. When applicable, the winner may be required to execute and return (and winning may be conditioned upon the winner executing and returning) to Sponsor, within ten (10) business days, an Affidavit of Eligibility and a Liability and Publicity Release drafted by Sponsor to be eligible for the Prize. The winner may be required in Sponsor's sole discretion to complete relevant tax forms as a condition to the delivery of the applicable Prize. Winner may also be required to furnish proof of identity, address and in order to receive a Prize.

Unless prohibited by applicable law, your acceptance of a Prize constitutes your permission to use your name, submissions, photograph, likeness, voice, address (city and state) and testimonials in all media, in perpetuity, in any manner Sponsor deems appropriate for publicity purposes without any compensation to such entrant or any review or approval rights, notifications, or permissions; and constitutes your consent to disclose your personally identifiable information to third parties (including, without limitation, placing the winner's name on a winner's list). Notwithstanding any rights of publicity, privacy or otherwise (whether or not statutory) anywhere in the world, your acceptance of a Prize constitutes your authorization to (i) have Sponsor (and its agents,

consultants and employees) photograph, record, tape, film and otherwise visually and audio record you, (ii) have Sponsor (and its agents, consultants and employees) use, reproduce, disseminate, alter, edit, dub, modify, distort, add to, subtract from, process and otherwise exploit any results of such activity (including without limitation any manner in which such activity may be recorded or remembered or modified) or derivatives or extensions or imitations thereof in any manner that Sponsor sees fit, in any medium or technology known or hereinafter invented, throughout the universe in perpetuity, including without limitation for illustration, art, promotion, advertising, trade or any other purpose whatsoever; and (iii) have relinquished any right that you may have to examine or approve the completed product or products or the advertising copy or printed matter that may be used in conjunction therewith or the use to which it may be applied.

An entrant or winner may be disqualified from the contest if he or she fails to comply with any provision of these Official Rules or the Sponsor's Terms of Use, as determined in the sole discretion of the Sponsor. Sponsor, in its sole discretion, may disqualify you from a contest, refuse to award Prizes and require the return of any Prizes, or suspend, limit, or terminate your account if you engage in conduct Sponsor deems, in its sole discretion, to be improper, unfair, fraudulent or otherwise adverse to the operation of contest or in any way detrimental to other users. Improper conduct includes, but is not limited to: Falsifying personal information, including payment information, required to claim a Prize; violating eligible payment method terms, including the terms of any cash rewards payment card, violating any of these Rules, using unauthorized methods such as unauthorized scripts or other automated means; tampering with the administration of the contest or trying to in any way tamper with the computer programs associated with the contest; obtaining other entrants' information and spamming other entrants; and any other form of abuse; or otherwise violating these Rules. You acknowledge that the forfeiture and/or return of any Prize shall in no way prevent Sponsor from informing the relevant authorities, and/or pursuing criminal or civil proceedings in connection with such conduct.

Participation in the contest is at entrant's own risk. Sponsor shall not be liable for: (1) failed, returned or misdirected notifications based on inaccurate information provided by the winner in connection with an entry; (2) entries and responses to winner notifications which are lost, late, incomplete, illegible, unintelligible, postage-due, misdirected, damaged or otherwise not received by the intended recipient in whole or in part or for computer or technical error of any kind; (3) any electronic miscommunications or failures, technical hardware or software failures of any kind, lost or unavailable network connections, or failed incomplete, garbled or delayed computer transmissions which may limit an entrant's ability to participate in the Contest; (4) any technical malfunctions of the telephone network, computer on-line system, computer equipment, software, program malfunctions or other failures, delayed computer transactions or network connections that are human, mechanical or technical in nature, or any combination thereof, including any injury or damage to entrant's or any other person's computer or mobile device related to or resulting from in connection with this contest; or (5) any warranty with respect to any Prize or any

component thereof.

THE CONTEST IS PROVIDED "AS IS" AND SPONSOR DOES NOT MAKE ANY, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE CONTEST.

NOTWITHSTANDING ANYTHING ELSE HEREIN OR OTHERWISE, SPONSOR SHALL NOT BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (A) ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, GOODWILL, OR ANTICIPATED PROFITS) (B) AMOUNTS IN EXCESS OF THE PRIZE FOR THE APPLICABLE CONTEST (C) DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND/OR (D) ANY MATTER BEYOND SUCH PARTIES' REASONABLE CONTROL.

By entering the contest, you agree to and hereby do release and hold harmless Sponsor, its respective parents, subsidiaries and affiliated entities, directors, officers, employees, attorneys, agents, and representatives (the "Released Parties") from any damage, injury, death, loss, claim, action, demand, or other liability (collectively, "Claims") that may arise from your acceptance, possession and/or use of any Prize or your participation in this contest, or from any misuse or malfunction of any Prize awarded, regardless of whether such Claims, or knowledge of the facts constituting such Claims, exist at the time of entry or arise at any time thereafter, and indemnify each of the Released Parties from any damages arising therefrom. Any person attempting to defraud or in any way tamper with this contest may be prosecuted to the full extent of the law. Sponsor reserves the right to modify these Official Rules in any way or at any time. Sponsor reserves the right, in its sole discretion, to cancel or suspend this contest should viruses, bugs or other causes beyond its control corrupt the administration, security or proper operation of the contest. In the event of cancellation or suspension, Sponsor shall promptly post a notice to such effect. This contest shall be governed by Wisconsin law, without regard to conflicts of laws provisions. By participating in this contest, you agree that any dispute or litigation arising from or relating to this contest shall be determined by binding arbitration only in Indiana, by and under the American Arbitration Association's rules for arbitration of consumer-related disputes, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, Sponsor may seek equitable relief in any court of competent jurisdiction. If any provision of these Rules is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that these Rules otherwise remain in full force and effect and enforceable.