



## HFS Federal Credit Union's 85<sup>th</sup> Anniversary – New Account Monthly Sweepstakes Official Rules

**No Purchase or Payment Necessary to Enter Or Win.**

**A Purchase or Payment Will Not Increase Your Odds of Winning.**

### 1. Sweepstakes Sponsor

- a. This sweepstakes is sponsored by HFS Federal Credit Union. By participating in this sweepstakes, you agree to abide by all sweepstakes rules and regulations.
- b. HFS Federal Credit Union  
632 Kinoole Street  
Hilo, HI 96720  
(808) 930-1400  
[www.hfsfcu.org](http://www.hfsfcu.org)

### 2. Eligibility

- a. Must be 18 years of age or older and either (i) a legal resident of the island of Hawai'i, or (ii) a member of HFS Federal Credit Union, to participate (an "Eligible Participant"). Individuals under the age of 18 may not enter or submit information to this sweepstakes.
- b. Multiple entries per Eligible Participant are allowed, but an Eligible Participant may only win one Prize.
- c. **No purchase or payment of any kind is necessary to enter or win.**
- d. HFS Federal Credit Union officials, employees, and their immediate family and household members are not eligible to win. Void where prohibited.
- e. This sweepstakes is subject to the terms and conditions herein and all applicable federal, state, and local laws and regulations. Void where prohibited.

### 3. Sweepstakes Entry Period

This sweepstakes will begin on January 1, 2022 at 12:00 am HST and will end on December 31, 2022 at 11:59 pm HST (the "Sweepstakes Period"). No entries will be accepted before or after the Sweepstakes Period.

### 4. How to Enter

- a. Open a new HFS Federal Credit Union account anytime in 2022 and you'll be automatically entered into the sweepstakes for the month that your new account is opened. That's it!
- b. If you would like to enter the sweepstakes without opening an account, send your name, phone number and mailing address to 632 Kinoole Street, Hilo, Hawaii 96720 postmarked no later than December 31, 2022 and you'll be automatically entered into the monthly sweepstakes for the month in which your mailing is received (each such valid entry, together with the valid entries in 4.a. above are hereinafter individually referred to as an "Entry" and collectively "Entries").
- c. Entries under 4.a or 4.b are entered into the sweepstakes only for the month the account is opened or the mailing is received, as applicable. Eligible Participants

may submit additional Entries into the sweepstakes in future months during the Sweepstakes Period through the same Entry methods in 4.a. and 4.b.

- d. For questions on how to enter this sweepstakes, you may call: Toll-free (800) 216-2666 or (808) 930-1400, or write to 632 Kinoole Street, Hilo, Hawaii 96720.

#### 5. Selection Process

- a. All eligible Entries throughout the Sweepstakes Period will be entered into a database. The Winners (defined below) will be chosen at random from the monthly eligible Entries on the 5<sup>th</sup> day of each month, or next business day. For example, the Winners for January 2022 will be chosen at random on February 5, 2022. The Winners will be notified by phone, mail, or email by the 10<sup>th</sup> day of the month, or next business day.
- b. Each entrant of an eligible Entry ("Entrant") is responsible for monitoring for prize notification and receipt or other communications related to this sweepstakes. If a Winner fails to complete the required documentation acknowledging their Prize by the 20<sup>th</sup> of the month, the Winner shall forfeit the prize and an alternate Winner will be randomly selected from the remaining eligible Entries.
- c. Odds of winning are dependent on number of Entries. For example, with 1 prize available each month, the odds of winning will be 1 out of 100 for each Entry if there are 100 Entries in a given month.
- d. **Prizes may not be awarded if an insufficient number of eligible Entries are received by the last day of each month.**

#### 6. Prize

- a. Each month (12 total), an eligible Entry will be chosen at random from all of the eligible Entries (each a "Winner" and collectively the "Winners"). Each Winner will receive an \$85 deposit into their share account (the "Prize"). Each Prize is valued at \$85.00. Total value of the 12 Prizes is \$1,020.00.
- b. The Prize is not exchangeable or transferable to another person.
- c. Winners must be able to sign a Release and Indemnification form prior to the funds being deposited into their share account. The form may be completed electronically via email correspondence, or may be filled out at any of our 6 HFS branch locations. Failure to fill out this form will result in the forfeiting of the prize by the first Winner and an alternate Winner will be selected at random from the remaining eligible Entries.

- 7. Each Winner is solely responsible for all income, federal, state and local taxes as well as any other costs and expenses associated with the Prize acceptance.

#### 8. Additional Information

HFS reserves the right, in its sole discretion and without advance notice, to adjust, shut down, cancel or suspend the sweepstakes at any time and for any reason.

#### 9. Personal Information

By accepting a Prize, each Winner grants HFS permission to use his/her name, likeness, comments or photo for publicity purposes without payment or additional consideration, except where prohibited by law. Winners may be required to sign

and return a Liability Release and Publicity Release. Information collected from Entrants is subject to HFS's privacy policy, located at <https://hfsfcu.org/privacy/>.

#### 10. Warranty, Release and Indemnification

By participating in this sweepstakes, all Entrants and the Winners agree to release HFS Federal Credit Union, any of their respective parent companies, affiliates, distributors, subsidiaries, advertising/promotion agencies or successors and assigns (the "Released Parties") from any liability or claims associated with this sweepstakes. Released Parties will not be responsible for Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of the sweepstakes. Released Parties and their designees and assigns and all of their respective officers, directors, employees, shareholders, representatives and agents shall have no liability and will be held harmless for any liability, loss, injury or death to Entrant or any other person, including, without limitation, damage to personal or real property, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of a Prize (including any travel or prize activity related thereto) or participation in this sweepstakes. HFS Federal Credit Union reserves the right, in its sole discretion, to void any and all Entries of an Entrant who it believes has attempted to tamper with or impair the administration, security, fairness, or proper play of this sweepstakes and to modify, suspend, and/or terminate this sweepstakes (or portion thereof) should virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness or proper play of the sweepstakes and, in the case of termination, at its discretion, select a winner from all eligible, non-suspect Entries received prior to the event that required such termination. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential, or incidental damages, including attorney's fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief. **CAUTION:** Any attempt to deliberately damage any website associated with this sweepstakes or undermine the legitimate operation of this sweepstakes is a violation of criminal and civil laws and should such an attempt be made. HFS Federal Credit Union and the applicable Released Parties reserve the right to seek damages (including attorneys' fees) and/or other remedies from any such person(s) responsible for the attempt to the fullest extent permitted by law.

To opt-out from receiving any future mailings or notifications for this promotion, you may contact HFS Federal Credit Union by mail at 632 Kinoole Street, Hilo, HI 96720, or by telephone at (808) 930-1400.