

Member Scholarship Program Official Rules

ELIGIBILITY: This Scholarship is open only to members of Desert Financial Credit Union in good standing who are 25 years of age or older, residing in Maricopa County, Gila County, or Pinal County at the time of entry, and pursuing education or a certification program at an accredited educational institution in Arizona. Employees, officers, and directors of Desert Financial Federal Credit Union (“Sponsor”), and its respective parents, affiliated companies, subsidiaries, advertising and promotion agencies, and any and all other companies associated with the Scholarship, as well as their immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and members of the same household (whether or not related) are not eligible to participate or win the Scholarship (defined below). The Scholarship is subject to all applicable federal, state, territory, and local laws, rules and regulations. Void where prohibited or restricted by law, rule or regulation.

HOW TO ENTER: The entry period for the Scholarship begins at 12:01AM MST on May 7, 2019, and ends at 11:59PM MST on June 23, 2019 (“Entry Period”). You may enter the Scholarship online only. No other method of entry will be accepted. To enter, go to <http://offers.desertfinancial.com/MemberScholarship> and complete the entry form, including essay response. Limit one entry per person. By successfully submitting an entry form during the Entry Period, you will receive one entry in the Scholarship. All information submitted by entrants is subject to, and will be treated in a manner consistent with the Desert Financial Terms of Use available at <https://www.desertfinancial.com/legal>. Privacy Policy accessible at <https://www.desertfinancial.com/privacy-policy>. Entrants must fully complete and submit all non-optional data requested on the online entry form to be eligible. Incomplete and/or inaccurate entries are void. All entries must include a valid e-mail address for the entrant.

SCHOLARSHIP RECIPIENT: The potential recipient(s) of the Scholarship will be selected from among all eligible entries received on or about June 24, 2019, by Sponsor based upon essay responses, and at Sponsor’s sole and absolute discretion. Subject to verification of eligibility and compliance with the terms of these Official Rules, the potential recipient(s) will be declared the official recipient(s) of the Scholarship (each a “Recipient”). The decisions of Sponsor are final and binding on all matters relating to this Scholarship.

NOTIFICATION: The potential Recipient(s) will be notified at the e-mail address, telephone number, email address, and/or social media account (in the sole discretion of Sponsor) provided at the time of entry (the “Scholarship Notification”). In the event that any potential Recipient does not respond to any such Scholarship Notification within 48 hours of the date of issuance of the Scholarship Notification or declines the Scholarship for any reason, the entry will be disqualified, the Scholarship will be forfeited and, at Sponsor’s sole discretion and time permitting, an alternate potential Recipient may be randomly selected from among all remaining eligible entries. The potential Recipient(s) may be required to submit his/her valid social security number and/or other identification to Sponsor, may be required to execute, have notarized and return an Affidavit of Eligibility and Release of Liability and, unless prohibited by law, Publicity, within five days of the date of the Scholarship Notification. Failure to submit any identification required by Sponsor or to return the required documents within the specified time period, noncompliance with these Official Rules, or the return of the Scholarship (or any portion thereof) or Scholarship Notification as undeliverable may result in disqualification and Scholarship forfeiture and, at Sponsor’s sole discretion and time permitting, may cause an alternate potential Recipient to be randomly selected from among all remaining eligible entries.

SCHOLARSHIP: Each Recipient will receive one of fifteen \$1,000.00 scholarships (each a “Scholarship”), which will be paid directly to the education institution at which the Recipient is enrolled toward the Recipient’s tuition, enrollment fees, or others costs associated with Recipient’s participation in the educational program, at Sponsor’s sole and absolute discretion.

SCHOLARSHIP CONDITIONS: All Scholarship details shall be determined in the sole and absolute

discretion of Sponsor. Recipient is fully responsible for any and all applicable federal, state, territory, and local taxes (including income and withholding taxes). All costs and expenses associated with Scholarship acceptance and use not specified herein as being provided including, but not limited to, lodging, transportation costs, meals, gratuities, and other expenses incurred by accepting the Scholarship are the sole responsibility of Recipient. The Scholarship is non-transferable and non-assignable, with no cash redemptions. The exact date, time, and location of the delivery of the Scholarships shall be determined in Sponsor's sole discretion. The Scholarship must be applied to Recipient(s) approved education expenses between August 1, 2019, and May 31, 2020 (the "Academic Year").

WAIVER OF LIABILITY/PUBLICITY RELEASE: By participating in the Scholarship and submitting an entry, each entrant agrees to (a) be bound by these Official Rules, including all entry requirements, and (b) waive any and all claims against Sponsor, the hosting social media site, and each of their respective parents, affiliated companies, subsidiaries, officers, directors, employees, agents, licensees, distributors, dealers, retailers, representatives, and advertising and promotion agencies, and any and all other companies associated with the Scholarship, and all of their respective officers, directors, employees, agents and representatives (collectively, "Released Parties") for any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from participation in the Scholarship or from the receipt or use of the Scholarship (or any portion thereof) or any travel or activity related to the receipt or use of the Scholarship (or any portion thereof). By entering this Scholarship, each entrant gives his/her express permission to be contacted by Sponsor by telephone, e-mail, and/or postal mail for Scholarship purposes. The Recipients, by acceptance of the Scholarship, grant to Sponsor, and each of Sponsor's designees, the right to publicize the Recipients' name, addresses (city and state/territory of residence), photographs, voices, statements and/or other likeness and scholarship information for advertising, promotional, trade, and/or any other purpose in any media or format now known or hereafter devised, throughout the world, in perpetuity, without limitation and without further compensation, consideration, permission or notification, unless prohibited by law.

GENERAL CONDITIONS:

(a) *General Release of Liability and Indemnity.* Released Parties are not responsible for: late, incomplete, illegible, inaccurate, lost, misrouted, damaged, delayed, or undelivered entries, transmissions, e-mail or mail; any technical or communications failure; printing, typographical, or other errors appearing within these Official Rules, in any Scholarship-related advertisements or other materials; or any other errors, problems, or difficulties of any kind relating to or in connection with the Scholarship. Released Parties are also not responsible for any incorrect or inaccurate information associated with or utilized in the Scholarship. Released Parties are not responsible for injury or damage to entrants or to any other person or property, including any computer and/or wireless device related to or resulting from participating in this Scholarship or downloading materials from or use of the website. Entrants agree to defend and indemnify Released Parties from and against any claim, damage, judgment, or any other loss arising out of Entrants' participation in the Scholarship, including but not limited to any suit, claim, or damage arising out of Entrant driving to any location in connection with the Scholarship.

(b) *Tampering or Abuse Prohibited.* Persons who tamper with or abuse any aspect of the Scholarship or attempt to undermine the legitimate operation of the Scholarship by cheating, deception, or other unfair practices, or intend to annoy, abuse, threaten, or harass any other entrant or any representative of Sponsor, or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Any attempt to deliberately damage the content or operation of this Scholarship is unlawful and subject to legal action by Sponsor and/or any Released Parties. Sponsor has the sole right to disqualify any entrant for violation of these Official Rules or any applicable laws relating to the Scholarship, and to resolve all disputes in its sole discretion.

(c) *Miscellaneous.* Released Parties make no warranty, guaranty, or representation of any kind concerning the Scholarship (or any portion thereof), and disclaim any implied warranty. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor reserves the right, in its sole discretion, to cancel or suspend the Scholarship (or any portion thereof) for any reason. Sponsor also reserves the right, in its sole discretion, to modify these Official Rules for clarification purposes without materially affecting the terms and

conditions of the Scholarship. Entries generated by a script, macro or other mechanical or automated means will be disqualified. As a condition of entering this Scholarship, each entrant agrees that (i) any and all disputes, claims, controversies or causes of action arising out of or relating to this Scholarship, or any Scholarships awarded (each, a "Claim"), shall be (1) arbitrated on an individual basis only, and shall not be consolidated or joined with or in any arbitration or other proceeding involving a Claim of any other party, and (2) settled by binding arbitration in Maricopa County, Arizona, before a single arbitrator appointed by the American Arbitration Association in accordance with its then governing rules and procedures, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof; and (ii) under no circumstance will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses. These Official Rules shall be governed by and construed and interpreted in accordance with the laws of the State of Arizona. All entry data provided via the online entry form is provided to Sponsor and not to the hosting social media site. This Scholarship is in no way sponsored, endorsed or administered by, or associated with, the hosting social media site. Sponsor's trademarks, service marks and copyrights are proprietary.

WINNERS LIST: For the Recipients' names, mail a request with a self-addressed stamped envelope, which must be received no later than six months following the last day of the Entry Period, to: Desert Financial Federal Credit Union, Attn: 2019 Scholarship Program Recipients List, 148 N. 48th St. Phoenix, AZ 85034.

SPONSOR: The Sponsor of this Scholarship is Desert Financial Federal Credit Union, 148 N. 48th St. Phoenix, AZ 85034.