

## **Drive & Thrive Sweepstakes (“Promotion”) Official Rules**

### **NO PURCHASE NECESSARY TO ENTER OR TO WIN. VOID WHERE PROHIBITED.**

**ELIGIBILITY:** The Promotion is open only to legal residents of the State of Arizona who are 18 years of age or older and own residential property in the counties of Cochise, Coconino, Gila, La Paz, Mohave, Maricopa, Navajo, Pima, Pinal, Yavapai or Yuma. Employees, officers, and directors of Desert Financial Credit Union (“Sponsor”), and its respective parents, affiliated companies, subsidiaries, advertising and promotion agencies, and any and all other companies associated with the Promotion, 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 Prize (defined below). The Promotion 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 Promotion begins at 12:01 a.m. Arizona time on October 16, and ends at 11:59 p.m. Arizona time on January 5, 2024 (“Entry Period”). Existing members may receive one entry in the Promotion online only. No other method of entry will be accepted. To enter, go to <http://desertfinancial.com/drive> and complete the entry form. By successfully submitting an entry form during the Entry Period, you will receive one entry in the Promotion. By following Desert Financial on social media for the first time you will receive 5 entries. New members may receive one entry in the Promotion online only. By following Desert Financial on social media for the first time, new members will receive 5 entries. New members who also obtain an ASU debit card will receive an additional twenty entries. All information submitted by entrants is subject to and will be treated in a manner consistent with Desert Financial’s Terms of Use available at <https://www.desertfinancial.com/legal> and Privacy Policy accessible at <https://www.desertfinancial.com/privacy-policy>. Entrants must fully complete and submit all nonoptional data requested on the online entry form to be eligible. Incomplete and/or inaccurate entries are void. All entries must include a valid email address for the entrant. Entrants to the Promotion may be given the option to receive (a) telephone calls from Sponsor regarding home equity loans or lines of credit; (b) commercial emails from Sponsor and/or (c) mobile text messages and updates from Sponsor. Eligibility to participate in the Promotion is not dependent upon entrant’s consent to receive such calls, emails, and/or mobile text messages and updates, and consenting to receive such calls, emails, and/or mobile text messages and updates will not impact any entrant’s chances of winning. Standard messaging rates apply to mobile text messages and updates. Check with your mobile service provider for more information.

**RANDOM DRAWING:** The potential winner(s) of the Promotion will be selected by random drawing on or about January 8, 2024, from among all eligible entries received. The winner will be announced at an ASU men’s basketball game in January 2024. Subject to verification of eligibility and compliance with the terms of these Official Rules, the potential winner(s) will be declared the official winner(s) of the Promotion (each a “Winner”). The decisions of Sponsor are final and binding on all matters relating to this Promotion. Odds of winning depend on the total number of eligible entries received.

**NOTIFICATION:** The potential winner(s) will be notified at the email address, postal address, telephone number, email address, and/or social media account (in the sole discretion of Sponsor) provided at the time of entry (the “Prize Notification”). The winner must be present at an ASU

men's basketball game in January 2024 as determined by Desert Financial. In the event that any potential winner does not respond to any such Prize Notification within 48 hours of the date of issuance of the Prize Notification or declines the Prize for any reason, the entry will be disqualified, the Prize will be forfeited and, at Sponsor's sole discretion and time permitting, an alternate potential winner may be randomly selected from among all remaining eligible entries. The potential winner(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 Prize 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 Prize (or any portion thereof) or Prize Notification as undeliverable may result in disqualification and Prize forfeiture and, at Sponsor's sole discretion and time permitting, may cause an alternate potential winner to be randomly selected from among all remaining eligible entries.

**PRIZES:** Winner will receive the following prize (each a "Prize"):

Grand Prize — One Winner will receive a 2023 Ford Bronco (actual retail value \$54,000)

**PRIZE CONDITIONS:** All Prize details shall be determined at the sole and absolute discretion of Sponsor. Winner 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 Prize 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 Prize are the sole responsibility of Winner. The Prize is nontransferable and nonassignable, with no cash redemptions except at Sponsor's sole and absolute discretion. Sponsor reserves the right to substitute the Prize (or any portion thereof) with a prize of comparable or greater value at its sole and absolute discretion. Prizes may not be resold or offered for resale or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and Prize forfeiture. Sponsor reserves the right to deliver the Prizes in any manner it selects including, but not limited to, the fact that the Prizes may be made available for pickup by the Winner(s) in Maricopa County, Arizona, at a date, time, and location selected at the sole discretion of Sponsor. The exact date, time, and location of the delivery of the Prizes shall be determined in Sponsor's sole discretion.

**WAIVER OF LIABILITY/PUBLICITY RELEASE:** By participating in the Promotion 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 Promotion, 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 Promotion or from the receipt or use of the Prize (or any portion thereof) or any travel or activity related to the receipt or use of the Prize (or any portion thereof). By entering this Promotion, each entrant gives his/her express permission to be contacted by Sponsor by telephone, email, and/or postal mail for Promotion purposes. The Winners, by acceptance of the Prize, grant to Sponsor, and each of Sponsor's designees, the right to publicize the Winners' name, addresses (city and state/territory of residence),

photographs, voices, statements and/or other likenesses and prize 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 Promotion-related advertisements or other materials; or any other errors, problems, or difficulties of any kind relating to or in connection with the Promotion. Released Parties are also not responsible for any incorrect or inaccurate information associated with or utilized in the Promotion. 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 Promotion 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 Promotion including, but not limited to, any suit, claim, or damage arising out of Entrant driving to any location in connection with the Promotion.

(b) Tampering or Abuse Prohibited. Persons who tamper with or abuse any aspect of the Promotion or attempt to undermine the legitimate operation of the Promotion 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 Promotion 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 Promotion, and to resolve all disputes in its sole discretion.

(c) Miscellaneous. Released Parties make no warranty, guaranty, or representation of any kind concerning the Prize (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 Promotion (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 Promotion. Entries generated by a script, macro or other mechanical or automated means will be disqualified. As a condition of entering this Promotion, each entrant agrees that (i) any and all disputes, claims, controversies or causes of action arising out of or relating to this Promotion, or any Prizes 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 Promotion 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 Winners' 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 Credit Union, Attn: Drive & Thrive Winners List, 148 N. 48<sup>th</sup> St., Phoenix, AZ 85034.

**SPONSOR:** The Sponsor of this Promotion is Desert Financial Credit Union, 148 N. 48<sup>th</sup> St., Phoenix, AZ 85034.