



"Trademark August ITM Sweepstakes" OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING.

1. ELIGIBILITY:

The "Trademark August ITM Sweepstakes" (the "Promotion") is open to US Residents only and people who are 18 years of age or older at the time of entry. Void elsewhere and where prohibited by law. Employees, associates, agents, and retirees of Trademark FCU ("Sponsor"), its parent company, affiliates, subsidiaries, advertising and promotion agencies, administrators and members of such employees', associates', agents', and retirees' immediate families, defined as spouses, parents, children, siblings (whether such family members are biological, adoptive, step or in-law) and their respective spouses, and those living in the same household of such employees, associates, agents, and retirees are not eligible to enter. This Promotion will be construed and evaluated under U.S. law.

2. PROMOTION PERIOD:

The Promotion begins at 7:00:01 a.m. Eastern Time ("ET") on August 1, 2020 and ends on August 28, 2020 at 03:30:00 p.m. ET (the "Promotion Period").

3. HOW TO ENTER:

To participate in the Promotion, make at least one transaction any of our Interactive Teller Machines (ITMs) during the promotional period.

Any entries not in compliance with these Official Rules will be disqualified. By participating in the Promotion, entrants agree to be bound by these Official Rules and the decisions of the Sponsor that are final and binding without right of appeal.

4. SWEEPSTAKES DRAWING:

Four prize winners will be selected in a random drawing conducted weekly during the month of August, 2020. These drawings will be conducted by the Sweepstakes Administrator whose decisions on all matters pertaining to the Sweepstakes are final and binding on all entrants without right of appeal.

SWEEPSTAKES PRIZE/ARV /ODDS: THE PRIZE WINNERS WILL BE AWARDED ONE (1) PRIZE: The Prize consists of ONE "\$100 Cash money" (the "Prize"). The Approximate Retail Value (ARV) of the First Prize is \$100.00. Odds of winning the Prize depend on the total number of eligible entries received during the Promotion Period.

WINNER VERIFICATION: The Prize winners will be notified by the contact information provided on file for Trademark. The Prize winner (or winner's parent or legal guardian if the winner is a minor in his/her state of residence) will be required to execute and return an affidavit of eligibility and liability release, a completed Form W-9 (for prizes with an ARV over \$600), and except where prohibited by law, a publicity release within seven (7) days of the date printed on the Prize notification or the Prize will be forfeited and an alternate winner selected from all eligible entries received, in Sponsor's sole discretion. If Prize notification e-mail is returned as undeliverable, if appropriate affidavits and releases are not received within the prescribed period, or if winner is otherwise disqualified for any reason or declines the prize, the Prize will be forfeited and an alternate winner selected from all eligible entries

received, in Sponsor's sole discretion. The Prize will be provided to winner upon verification of potential Prize winner's eligibility.

5. GENERAL RELEASE FOR ALL PRIZES:

By accepting the Prize, winner ("Winner") (or Winner's parent or legal guardian, if the Winner is a minor in his/her state of residence) agree to release Sponsor, and the Sweepstakes Administrator, if any, and each of their respective parent companies, affiliates, subsidiaries, divisions, advertising and promotion agencies, and all of their respective employees, directors, officers, shareholders, agents, successors or assigns (collectively "**Releasees**"), from any and all claims, actions, liability, losses or damage of any kind, including death, whether actual, incidental or consequential, incurred with respect to participation in the Promotion, including, without limitation, the awarding, receipt, possession, and/or use or misuse of any prize, or participation in prize-related activities. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SWEEPSTAKES ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE DAILY GAME OR SWEEPSTAKES DRAWING SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNERS HAVE BEEN VERIFIED. SPONSOR AND SWEEPSTAKES ADMINISTRATOR WILL NOT ACCEPT ANY EVIDENCE OF WINNING IN LIEU OF THEIR VALIDATION PROCESS. ANY ENTRY/PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED OR FOR ANY REASON IS DEEMED A DEFECTIVE ENTRY/PLAY IS VOID AND WILL NOT BE HONORED.

6. GENERAL PRIZE RESTRICTIONS/TOTAL ARV OF ALL PRIZES:

By accepting the Prize, the Winner consents to the use of Winner's name, biographical information, photograph, quote(s) and/or likeness for advertising/publicity purposes in commerce and in any and all media worldwide without limitation or additional compensation, except where prohibited by law. Prize won by an eligible entrant who is a minor in his/her state of residence will be awarded to minor's parent or legal guardian who must sign and return all required documents. Prize is non-transferable. No Prize substitution or cash equivalent allowed except by the Sponsor who reserves the right to award a prize of equal or greater value should the Prize or Prize component become unavailable. Sponsor is not responsible for any change of e-mail or mailing address of entrants. Prize (or any portion thereof) may not be sold, traded, transferred, assigned, refunded or redeemed for cash. Winner is responsible for payment of any taxes on prize, regardless of whether it, in whole or in part, is used. Winner may be issued an IRS 1099 form. Sponsor advises potential Winners to seek independent tax counsel prior to accepting prize. The total ARV of the Prize is \$100.00. The difference in value of prize as stated herein and value at time of prize notification, if any, will not be awarded. The ARV of prize is based on available information provided to Sponsor and the value of any prize awarded to a Winner may be reported for tax purposes where required by law. Winner may be required to provide Sponsor/Administrator with a valid social security number or tax identification number before the prize will be awarded for tax reporting purposes. Actual prizes may differ from those pictured in promotional materials.

7. WARRANTIES:

WINNER ACKNOWLEDGES RELEASEES HAVE NOT MADE AND ARE NOT IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO A PRIZE, INCLUDING BUT NOT LIMITED TO ITS QUALITY, MECHANICAL CONDITION OR FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL WARRANTIES AND/OR GUARANTEES ON A PRIZE (IF ANY) ARE SUBJECT TO THE RESPECTIVE MANUFACTURERS' TERMS THEREOF, AND WINNER AGREES TO LOOK SOLELY TO SUCH MANUFACTURERS FOR ANY SUCH WARRANTY AND/OR GUARANTEE.

8. OTHER CONDITIONS:

By entering, entrant acknowledges compliance with these Official Rules, including all eligibility requirements and agrees to release Releasees from any claims, losses, actions, or damages, whether actual, incidental or consequential, arising out of or relating to entrant's participation in the Promotion,

or the acceptance, possession or use/misuse of any prize, or participation in prize-related activities. Releasees are not responsible for: (i) electronic transmissions/entries/plays that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, or not received by the Sponsor or its agents for any reason, (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of entries/plays, or for destruction of or unauthorized access to, or alteration of, entries/plays, (iii) failed or unavailable hardware, network, software or telephone, cable or satellite transmissions, damage to entrants' or any person's computer and/or its contents, or causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of the Promotion or (iv) any entries/plays submitted in a manner that is not expressly allowed under these Official Rules. All incomplete or non-conforming entries/plays will be disqualified. Releasees are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's e-mail account to receive e-mail messages. Further, Releasees are not responsible for late, lost, damaged, false, incorrect, changed, incomplete or illegible contact information or unsuccessful efforts to notify the potential winners and/or to provide them with a confirmation email. Sponsor and its agents are further not responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error, which may occur in the transmission, receipt or processing of the entries/plays. Sponsor and its agents are not responsible for any errors, misprints, or typographical mistakes in any printed or electronic advertising of the Promotion. If for any reason the Promotion is not capable of running as planned, or if the Promotion or any Web site associated therewith (or any portion thereof) becomes corrupted or does not allow the proper playing of the Promotion and processing of entries/plays per these Official Rules, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes, in Sponsor's sole opinion, corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Promotion, Sponsor reserves the right, at its sole discretion, to disqualify any individual implicated in such action, and/or to cancel, terminate, modify or suspend the Promotion (or any portion thereof). In the event the Sweepstakes (or any portion thereof) is cancelled, Sponsor reserves the right to conduct a random drawing to award the prizes from among all eligible, non-suspect, entries received prior to the time of the action or event warranting such cancellation.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO DISQUALIFY ANY SUCH PERSON AND SEEK DAMAGES FROM HIM/HER TO THE FULLEST EXTENT PERMITTED BY LAW.

9. DISPUTES:

Any controversy or claim arising out of or relating to the Promotion shall be settled by binding arbitration in Portland, Maine. By participating in this Promotion each Participant (and his/her parent/legal guardian) agrees that: (1) any claim, dispute, or controversy (whether in contract, tort, or otherwise) the Participant may have against the Sponsor or the producer of the Prize arising out of, relating to, or connected in any way with the Promotion, the awarding or redemption of the Prize, or the determination of the scope or applicability of this Agreement to Arbitrate, will be resolved exclusively by the final and binding arbitration administered by the American Arbitration Association ("AAA") and conducted before a sole arbitrator pursuant to the applicable Rules and Procedures established by the AAA ("Rules and Procedures"); (2) this Arbitration Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (3) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable the Participant may have entered into in connection with the Promotion; (4) the arbitrator shall apply Maine law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (6) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration

can decide only the Participant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; and (7) with the exception of subpart (6) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures established by AAA, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (6) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither Sponsor nor the Participant shall be entitled to arbitrate their dispute. For more information on AAA and/or AAA Rules and Procedures, the Participant may visit the AAA Website at <http://www.adr.org>, or contact AAA at 1633 Broadway, 10th Floor, New York, New York 10019; OR BY EMAIL AT websitemail@adr.org.

THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS CONTEST IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

BY PARTICIPATING IN THE PROMOTION, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

This Promotion is governed by US law and is subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Promotion Official Rules, or the rights and obligations of Entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Maine, U.S.A., without giving effect to the conflict of laws rules thereof, and each entrant agrees that any matters or proceedings which are not subject to arbitration as set forth above and/or for entering any judgment on an arbitration award, shall be subject to the jurisdiction and venue of Cumberland County, Maine.

10. WINNER LIST:

For the name of the Winner, mail a self-addressed, stamped envelope to: Trademark Federal Credit Union, P.O. Box 1440, Portland, Maine 04104-1440, no later than April 30, 2018.

11. PRIVACY POLICY:

By entering/playing this Promotion, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her entry/play only for the purpose of administering the Promotion and in accordance with Sponsor's Privacy Policy at <http://www.trademarkfcu.org/page/privacy>, unless the entrant otherwise agrees. If you are selected as a winner, your information may also be included in a publicly available winner's list.

12. **SPONSOR:**

The Promotion is sponsored by Trademark Federal Credit Union, 44 Edison Drive, P.O. Box1056, Augusta, Maine 04332-1056.

13. **SWEEPSTAKES ADMINISTRATOR:**

The Sweepstakes Administrator is Melissa Goode.