### US Sweepstakes & Fulfillment Company

### The Union Plus Fall for Home Contest – Official Rules

Promotion runs from 10/02/17 to 10/31/17

# NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

**TIMING:** The Fall for Home Contest (the "Contest") is presented by Union Privilege (the "Sponsor") and administered by US Sweepstakes & Fulfillment Co. (the "Contest Administrator"). The Contest begins at 12:00:01 AM Eastern Time ("ET") on Monday, October 2, 2017 and ends at 11:59:59 PM ET on Tuesday, October 31, 2017 (the "Contest Period") and consists of two (2) phases: the Contest Entry Phase and Judging Phase as represented in the chart below. Sponsor's computer is the official timekeeping device for this Contest.

Phases	Start Time	End Time
Contest Entry Phase	October 2, 2017 @ 12:00:01 AM ET	October 31, 2017 @ 11:59:59 PM ET
Judging Phase	November 1, 2017	November 2, 2017

**ELIGIBILITY:** The Contest is open to legal residents of the 50 United States and the District of Columbia; age 18 or older; who are current or retired union members in good standing or parents and children of current or retired union members in good standing with a union that participates in the Union Plus Mortgage program (see Appendix for eligible unions) and who have had a Union Plus mortgage as of October 1, 2017.

Void outside the U.S., in Puerto Rico, and wherever else prohibited or restricted by law. Employees of the Sponsor, Contest Administrator and each of their respective subsidiaries, affiliates, advertising and promotion agencies (collectively, "Contest Entities"), and the immediate family members of, and/or those living in the same household of each, are not eligible to enter or win. Contest is subject to all applicable federal, state and local laws and regulations. By participating in the Contest each entrant (the "Entrant") unconditionally accepts and agrees to be bound to these official rules ("Official Rules") and the decisions of the Contest Entities which are final and binding.

## HOW TO ENTER: To enter the Contest:

- 1. Visit unionpluscontest.org (the "Website") and follow the instructions to complete the entry form in its entirety, including a short essay of 3 5 sentences describing what home improvement you would make with \$2,000 (the "Essay").
- 2. Check the box to confirm you are a legal resident of the 50 United States and the District of Columbia; age 18 or older; and who is a current or retired union member in good standing or the parent or child of a current or retired union member in good standing with a union that participates in the Union Plus Mortgage program (see Appendix for eligible unions) who has had a Union Plus mortgage as of October 1, 2017 and click the "Enter" button (the "Entry"). Entries must be received between 12:00:01 AM ET on Monday, October 2, 2017 and 11:59:59 PM ET on Tuesday, October 31, 2017 (the "Contest Entry Phase"). Incomplete, invalid or non-compliant Entries will be disqualified and are void.

Limit: One (1) Entry per person during the Contest Entry Phase.

The Contest Entities will review all submitted Entries and reserve the immediate right without notification or warning in their sole and absolute discretion to reject, disqualify and/or remove any Entry that violates these Official Rules.

All of the terms and conditions as described herein apply to the format of the Entry submission. By submitting an Entry, the Entrant understands and grants to the Sponsor permission for his/her Entry and other Entrant information to be posted on Website throughout the world for viewing by visitors and used in accordance with the Official Rules. Sponsor reserves the right to post sample Essays it has created in connection with the Contest on Website. Sponsor does not guarantee the posting of any Entry.

Multiple Entrants are not permitted to share the same email address. Any suspected attempt by any Entrant to cheat, engage in fraud, spamming, phishing, or to obtain more than the stated number of Entries by using multiple/different email addresses, identities, accounts, equipment, IP addresses, registrations and logins, or any other method will void Entry and any Entrant suspected of using/benefitting from such methods will be disqualified. Use/suspected use of any bot, robotic, or automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any Entry, the authorized account holder of the email address used to register will be deemed to be the Entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

ENTRIES POSTED TO THE WEBSITE ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT WHICH MUST BE ACCURATE AND TRUTHFUL, AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. PLEASE NOTE, AND PLEASE INFORM OTHERS, THAT YOU ARE ENTERING THIS CONTEST AND COMPETING FOR A PRIZE FROM SPONSOR IN RETURN FOR PROVIDING SPONSOR AN ELIGIBLE ENTRY FEATURING SPONSOR'S PRODUCTS/SERVICES.

## All Entries, in whole and in part, must comply with the following minimum guidelines to be eligible:

- Cannot contain content that is irrelevant to the purpose of the Contest.
- Cannot be profane, pornographic, sexually explicit or suggestive or contain nudity or similar or dissimilar inappropriate material or activities.
- Cannot include Personally Identifiable Information ("PII") such as social security number; mortgage account number; picture identification or other documentation.
- Cannot be violent or promote firearms/weapons.
- Cannot include or in any way promote/reference alcohol, illegal or dangerous drugs or tobacco.
- Cannot defame, misrepresent or contain disparaging remarks about people, brands, products or companies, including but not limited to the Sponsor's brand, products and services.
- Cannot be obscene or offensive, endorse any form of hate or hate group or be derogatory to any sexual, ethnic, racial, gender, religious, professional, age group or any other group.
- Cannot reference or contain materials embodying patented, trademarked, or copyrighted images, names, likenesses or other indicia identifying any brand, products, company or person, living or dead, without permission.

- Cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate.
- Cannot depict illegal, dangerous or unsafe activity and cannot itself be in violation of any law.
- Cannot in any way reference persons, venues, or organizations without written permission from any person, venue owner, or organization whose name, image or likeness is used.
- Cannot include images of a known celebrity, famous or well-known person or any image which violates the right of privacy or publicity of any person.

Cannot include images or references to minors unless the parent/adult legal guardian of the minor has provided Entrant express written consent to the entry and its submission into this Contest; Sponsor reserves the right to require written evidence of such consent.

Sponsor reserves the right in its sole and absolute discretion to immediately and without notification or warning reject, disqualify and/or remove any Entrant/Entries that violate these Official Rules or are otherwise non-compliant, ineligible or inappropriate, and to require immediate prize return if applicable.

By submitting an Entry, Entrant (or parent/legal guardian if Entrant is 18 years of age or older but still deemed a minor in his/her state of residence) warrants, represents and covenants that: (a) it is the Entrant's original work and has been legally created, specifically for this Contest; (b) it has not been previously published or distributed in any media; (c) it has not been entered in or won previous contests or awards; (d) it does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other legal or moral rights of any person or entity; (e) publication of the Entry via various media, including posting on Website, will not infringe on any third-party rights; and (f) Entrant will indemnify and hold harmless the Sponsor, Contest Administrator and related entities, agents and assigns from any threatened or actual actions, claims, liabilities, settlements (whether or not litigation is commenced) and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of your representations and warranties herein, the Entry, or Entrant's conduct in creating the Entry, participation in the Contest, and/or the acceptance or use/misuse of any prize, or any other element in connection with this Contest.

Sponsor reserves the right to request proof of written permissions relating to any of the above. By participating, Entrant grants Sponsor permission to use his/her name, caption, hometown, photograph or image for future advertising and publicity purposes in connection with the Contest in any and all media now known or hereinafter developed without additional compensation, notification or permission. **Upon submitting an Entry, and whether or not your Entry is disqualified or selected as a finalist or winner, you grant to Sponsor an exclusive unlimited, royalty-free irrevocable perpetual right and license in and to the Entry, in whole and in part, and all the intellectual and other property rights therein including but not limited to the right to make derivative works, and to commercially exploit the Entry in connection with Sponsor's brands, goods and services, through-out the world, and further agree to execute all documents and perform all acts deemed necessary by Sponsor to protect Sponsor's license in the Entry or granting any of these rights.** 

Entries made by any other individual or entity that is not the person named on the submitted Entry or made in any manner inconsistent with these Official Rules will be declared invalid and disqualified from this Contest.

**JUDGING:** All eligible Entries received during the Contest Entry Phase will be judged by the Sponsor based on the following judging criteria. Judging will begin on/around Wednesday, November 1, 2017 and be completed on/around Thursday, November 2, 2017:

A) Relevance to the contest theme with an essay depicting how the entrant would use \$2,000 toward home improvements – 50%

B) Creativity and originality of the home improvement – 50%

**WINNER DETERMINATION & ANNOUNCEMENT:** The five (5) entrants whose Entry receives the highest score during the Judging Period will be deemed the potential Grand Prize winners.

In the event of a tie, the Sponsor will review the tied Entries based on the following criteria: a) Relevance to the contest theme with an essay depicting how the entrant would use \$2,000 toward home improvements – 50% will be deemed the Grand Prize winner. If additional tie breakers are needed, the tie-breaking mechanism above will be used; however, instead of the highest score in Criterion A. determining the potential Grand Prize winner from among the tied Entries, the highest score in Criteria B will determine the Grand Prize winner. Any scores and potential winners are not final unless and until finally verified by Sponsor.

Winners may be announced by the Sponsor, along with the winner's name, on the Contest Site for an indefinite period of time.

## PRIZES/APPROXIMATE RETAIL VALUE ("ARV"):

**Grand Prize:** Five (5) Grand Prizes are available to be won. Grand Prize is \$2,000.00 awarded in the form of a check payable to the winner. Winner may choose to use Grand Prize funds to make home improvements, but will not be required to do so.

The Grand Prize ARV is: \$2,000.00 each. The total ARV of all Grand Prizes is: \$10,000.00.

## The total ARV of all prizes to be awarded is: \$10,000.00.

**WINNER NOTIFICATION**: On or about **Wednesday, November 15, 2017**, potential winners will be notified via email and/or phone, and will be required to sign and return, within seven (7) days of notification, an Affidavit of Eligibility, a Liability Waiver, a W-9 Form and where allowable, a Publicity Release (collectively, "the Release"). The Release will require the Winner to furnish his/her Social Security Number for the sole purpose of tax reporting, as required by law. Noncompliance will result in disqualification, forfeiture of prize and an alternate winner may be selected. The prize package will be <u>awarded within approximately 45 days after the winner is verified.</u>

If a winner is otherwise eligible under these Official Rules, but is nevertheless deemed a minor in his or her state of primary residence, the prize will be awarded to and in the name of winner's parent or legal guardian who will be required to execute, sign, and return the Releases on minor's behalf. Noncompliance will result in disqualification and an alternate winner may be selected. If Releases are returned as undeliverable or if the selected winner cannot accept or receive the prize for any reason, or he/she is not in compliance with these Official Rules, the prize will be forfeited and an alternate winner may be selected pursuant to their score.

Non-winning Entrants will not be notified. If winner notification is returned, unclaimed, or otherwise undeliverable or if the selected potential winner cannot accept or receive the prize for any reason or is not in compliance with these Official Rules, this may result in disqualification and the next highest scoring Entry will be notified and will be deemed the winner, if qualified.

# PRIZE CONDITIONS: All expenses related to the acceptance or use of the prize are the sole responsibility of a prize winner. Limit one (1) prize per person.

Prize is non-assignable and non-transferable. No substitution is permitted except at the sole discretion of the Sponsor in which case a prize of equal or greater value will be awarded. In no event will Sponsor be responsible for awarding more than the stated number of prizes, or the stated monetary values. Winners are responsible for all federal, state, local, income and any other taxes associated with winning prize.

Any winner's Entry and acceptance of a prize awarded constitutes permission for the Sponsor and their marketing partners to use the winner's name, image, photograph, likeness, statements, biographical information, voice and address (city and state) commercially or non-commercially, in all forms of media known or unknown, in perpetuity, worldwide, without notice or further compensation, except where prohibited. Sponsor may contact confirmed winner to request a testimonial.

None of the information submitted by the Entrant will be treated as trade secrets, confidential information or as protected data under any obligation. No patent, copyright or other intellectual property rights or licenses are granted to any Contest components supplied by the Sponsor to the potential Entrants. Potential Entrants do not receive by way of or under the Contest any intellectual property or other rights in any copyrights, patents, trademarks, trade names, technology, trade secrets or know-how of either the Sponsor or any third party.

**GENERAL:** In the event any Entrant, or winner engages in behavior that (as determined by Sponsor in Sponsor's sole discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten, disparage or harass any other person or company related to the Contest or deemed by the Sponsor to be threatening, disparaging or damaging to the Sponsor (or its brands, goods/services), the Sponsor reserves the right to disqualify the Entrant, or winner and void any entries made by said person.

Incomplete, corrupted or untimely Entries; or any Entry generated by a script, macro or other automated means are void and will be disqualified. Sponsor and its agencies are not responsible for lost, incomplete, corrupted or untimely Entries, or for incomplete, lost, interrupted or unavailable network, server or other connections, miscommunications, computer or software malfunctions or telephone transmission problems or technical failures, garbled transmissions, damage to a user's computer or device or other equipment (software or hardware) or other errors or malfunctions of any kind whether human, mechanical, electronic or otherwise. Proof of sending an entry will not be deemed to be proof of receipt by Sponsor or eligibility. Sponsor, their affiliate companies, parents, subsidiaries, officers, directors and agents are not responsible for any incorrect or inaccurate information, including, without limitation, caused by Website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of submissions in the Contest. Sponsor assumes no responsibility for any loss, error, omission, interruption, deletion, defect, delay in operation or transmission,

communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries, nor for the failure to capture or collect any information.

If, for any reason, the Contest is not capable of being conducted as planned, including but not limited to infection by computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures or other causes beyond the control of Sponsor which impair the integrity, fairness or proper play of the Contest or any element thereof, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest and determine winners from eligible non-suspect Entries received if feasible, fair and equitable.

By participating in the Contest, Entrant agrees to be bound by these Official Rules, including all eligibility requirements, and agrees to be bound by the decisions of Sponsor, which are final and binding in all matters relating to the Contest. Failure to comply with these Official Rules may result in disqualification. Sponsor is not responsible if the Contest cannot be implemented or prize cannot be awarded due to delays or interruptions due to acts of God, acts of war, strikes, governmental action, natural disasters, weather or acts of terrorism, or any other similar or dissimilar event.

**LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS CONTEST SITE OR INTERFERE WITH THE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**CHOICE OF LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and Sponsor in connection with this Sweepstakes, shall be governed by, and construed in accordance with, the laws of the District of Columbia without giving effect to any choice of law or conflict of law rules (whether of the District of Columbia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the District of Columbia.

**PRIVACY:** When you participate in this Contest, you submit personally identifiable information such as your name, email address and phone number. We also collect other non-personally identifiable data, which may include your IP address and what browser you are using, by using cookies, Web beacons, or similar technologies.

We also use your information to contact you when necessary, to verify or provide information in connection with providing our Service, or for other administrative purposes.

We take your privacy very seriously and the collection and use of information is governed by the Sponsor's Privacy Policy <u>http://www.unionplus.org/privacy-policy</u>.

**OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, see unionpluscontest.org or send a self-addressed, stamped envelope by November 15, 2017, to: The **Union Plus Fall for Home Contest** Official Rules Request, PO Box 25466, Rochester, NY 14625-0466.

**WINNER CONFIRMATION:** For a written confirmation of the winners (available after November 15, 2017), send a stamped, self-addressed envelope (no later than December 13, 2017), to: The **Union Plus Fall for Home Contest** <u>Winner Confirmation Request</u>, PO Box 25466, Rochester, NY 14625-0466.

SPONSOR: Union Privilege, 1100 First Street NE, Suite 850, Washington, DC 20002.

**CONTEST ADMINISTRATOR:** U.S. Sweepstakes & Fulfillment Co., 625 Panorama Trail, Suite 2100, Rochester, NY 14625.

Union Plus® is a registered trademark of Union Privilege. All other trademarks are property of their respective owners.

### Appendix

### **ELIGIBLE UNIONS**

AEA, AFA-CWA, AFGE, AFLPU, AFM, AFSA, AFSCME, AFT, AGMA, ALPA, APWU, ARA, ATDA, ATU, BAC, BCTGM, BLET, BMWED, BRS, CWA, FLOC, GCC/IBT, GMP, HFIU, IAFF, IAM, IATSE, IBB, IBEW, IBT, IFPTE, ILA, ILWU, IRON WORKERS, IUE-CWA, IUEC, IUOE, IUPA, IUPAT, LIUNA, MEBA, NALC, NATCA, NFLPA, NNU, NPMHU, OPCMIA, OPEIU, PLATE, RWDSU, SAG-AFTRA, SEATU/SIU, SEIU, SMART, TCU/IAM, TWU, UAW, UFCW, UFW, UIW/SIU, UMWA, UNITE HERE, USW, UTU, UURWA, UWUA, WGAE