# UNION PLUS "FALL INTO FUN" SWEEPSTAKES OFFICIAL RULES

No purchase necessary to enter or win. Entry into this Sweepstakes constitutes your acceptance of these Official Rules.

## **SWEEPSTAKES ENTRY DATES:**

The Union Plus "Fall Into Fun" Sweepstakes ("Sweepstakes") begins October 1, 2019 at 12:00 AM Eastern Standard Time ("EST") and ends October 31, 2019 at 11:59 PM EST ("Sweepstakes Period"). Sponsor's database clock will be the official timekeeping device for this Sweepstakes.

## **ELIGIBILITY:**

The Sweepstakes is open only to (i) legal residents of the fifty (50) United States and District of Columbia who are (ii) 18 years of age at time of entry and are (iii) current or retired union members in good standing or parents or 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 September 30, 2019.

Void outside the U.S., in Puerto Rico and wherever else prohibited or restricted by law. Sweepstakes is subject to all applicable federal, state and local laws and regulations. Employees of Union Privilege (the "Sponsor"), US Sweepstakes & Fulfillment Company (the "Administrator"), providers of the Union Plus programs, and such employees' immediate family members (parent, spouse, sibling, child, and their respective spouses, regardless of where they reside), and those living in their same households, whether or not related, are not eligible to enter or win. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to verify eligibility qualifications of the winners.

#### **HOW TO ENTER:**

**Online Entry Method:** To enter the Sweepstakes via a web browser, visit unionplussweepstakes.org (the "Website") during the Sweepstakes Period and: (a) follow the on-screen instructions to register for the Sweepstakes by completing all required fields on the Website; and (b) electronically agree to the Official Rules (the "Entry"). All Entries must be received by October 31, 2019 at 11:59 PM EST. Upon completion of the Entry, the entrant will be entered. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents will void all entries made by, or associated with, the applicable entrant. In the event of a dispute over who submitted an entry, the authorized subscriber of the e-mail account provided in connection with the entry, as of the actual time of entry will be deemed to be the entrant. The "authorized subscriber" is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization (e.g. business, education, institution, etc.) that is responsible for assigning e-mail addressed for the domain associated with the submitted e-mail address.

## **CONDITIONS OF ENTRY:**

An Entry must include all required information requested. All Entries must be received by October 31, 2019 at 11:59 PM EST. One (1) Entry submitted per person per Entry Period during the Sweepstakes Period will be eligible for the drawing.

Any Entry containing content which is deemed inappropriate or which otherwise violates these Official Rules, Sponsor's Terms of Use, will be removed, and the Entrant may be disqualified. Sponsor reserves the right to disqualify any Entry in accordance with the terms and conditions set forth in these Official Rules, in its sole and absolute discretion.

# **RANDOM DRAWING:**

The potential winners will be selected in a random drawing from among all eligible Entries received in a random drawing to held on or about **Friday, November 1, 2019**, which will take place at the offices of the Sponsor, whose decisions are final.

Odds of winning depend on the number of eligible Entries received.

## **WINNER NOTIFICATION:**

Grand Prize winners will be confirmed via email and/or phone, and will be required to sign and return an Affidavit of Eligibility, a Liability Waiver, a W-9 Form and where allowable, a Publicity Release (collectively, "the Releases"). The Releases will require the winner to furnish his/her Social Security Number for the sole purpose of tax reporting, as required by law. Winner will also be required to provide a clear copy of a current state-issued photo identification. If after two (2) attempts to contact a potential winner, if Sponsor has been unable to do so, such winner will forfeit the prize and, at Sponsor's sole discretion, the prize may be awarded to an alternate winner. Noncompliance will result in disqualification and an alternate winner may be selected.

All documents requested must be submitted fully-executed within seven (7) business days of Sponsor's request for the documents or he/she will be disqualified.

In the event it is determined that a winner (a) has not complied with these Official Rules, (b) has failed to execute and return any required documents within the specified time period, (c) has made false statement(s) in any document required by Sponsor or (d) prize notification is returned as undeliverable, then winner will be disqualified.

If a winner is disqualified for any reason, or if a winner refuses his/her prize, at Sponsor's discretion, the prize may be awarded to an alternate winner. Further, Sponsor reserves the right to forfeit or award any unclaimed or leftover prizes at its sole discretion.

## **PRIZES:**

**Grand Prize:** Five (5) Grand Prize winners will each receive \$3,000. Prize will be award in the form of a check from Sponsor.

The Approximate Retail Value (the "ARV") of Grand Prizes is: \$3,000.00 each. The total ARV of all Grand Prizes is: \$15,000.00.

Winner is responsible for all federal, state, local and income taxes associated with winning prize. Grand Prize winners will be required to furnish his/her Social Security Number for the sole purpose of preparation of tax forms as required by law. Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission. Sponsor may contact confirmed winner to request a testimonial.

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.

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.

# **GENERAL CONDITIONS:**

Winning constitutes permission (except where prohibited by law) for Sponsor and its designees to use winner's name, Entry, hometown, likeness, prize won, photo, and video (all at Sponsor's discretion) for future advertising, publicity in any and all media now or hereafter devised throughout the world in perpetuity, without additional compensation, notification, or permission. Sponsor, Administrator, other Sweepstakes parties, prize

providers, and their respective officers, directors, agents, representatives, and employees (collectively, "Released Parties") are not responsible for lost, late, misdirected, damaged, stolen, altered, garbled, incorrect, incomplete, or delayed Entries or votes; all of which will be void. Released Parties are also not responsible for problems uploading or downloading any Sweepstakes-related information or materials from the Web site or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, phone lines, failure of connection with the Sweepstakes, including, without limitation, errors, or malfunctions which may occur in connection with the administration of the Sweepstakes, the processing or judging of Entries, the submitting or tabulating of votes, the announcement of the prizes, or in any Sweepstakes-related materials. Mass Entries or votes or Entries or votes generated by a script, macro, or use of automated devices may, at Sponsor's sole discretion, be disqualified. Sponsor reserves the right to modify, suspend, or terminate the Sweepstakes in the event it becomes infected by a computer virus or is otherwise technically impaired, and to cancel or suspend the Sweepstakes in its entirety should tampering, unauthorized intervention, fraud, technical failures, or other causes corrupt the administration, security, fairness, integrity, or proper play of the Sweepstakes and, if terminated, at Sponsor's discretion, determine the winner using all non-suspect, eligible Entries received up to time of cancellation using the judging procedure outlined above. In the event of a dispute regarding Entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of Entry will be deemed to be the entrant and must comply with these Official Rules. Authorized subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses. Sponsor reserves the right at its sole discretion to disqualify any individual (and void his/her Entry and vote) it finds to be tampering with the Entry or voting process or the operation of this Sweepstakes or Web site, intending to annoy, abuse, threaten, or harass any other entrant, Sponsor, or any of its representatives or to otherwise be acting in violation of these Official Rules. CAUTION: Any attempt by an entrant to deliberately damage any Web site or undermine the legitimate operations of the Sweepstakes is a violation of criminal and civil laws. Should such an attempt be made. Sponsor reserves the right to seek damages and other such remedies from any such entrant to the fullest extent permitted by law and to disqualify such entrant from the Sweepstakes.

# **MISCELLANEOUS CONDITIONS:**

By participating in the Sweepstakes, entrants (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes. Sponsor reserves the right to permanently disqualify any person it believes has intentionally violated these Official Rules and void all associated Entries and/or votes.

#### **RELEASES:**

By entering the Sweepstakes, entrants agree to release and hold harmless Released Parties from all claims, liability, or damage caused or claimed to be caused, in whole or in part, directly or indirectly, in connection with participation in this Sweepstakes, or acceptance or use of the prize, the substitution of a prize in accordance with these Official Rules, the administration of the Sweepstakes, the operation of the Web site, or Released Parties' use of any of the rights granted herein. Released Parties assume no responsibility for the conduct of any entrant or voter or the responses of anyone appearing in any Entry.

## **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 POLICY:**

When you participate in this Sweepstakes, 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 <a href="http://www.unionplus.org/privacy-policy">http://www.unionplus.org/privacy-policy</a>.

#### WINNERS LIST

If you would like the names of the winners (available after November 1, 2019), please send a self-addressed stamped envelope by November 30, 2019 to: Union Plus "Fall Into Fun" Sweepstakes, 1100 First Street NE, Suite 850, Washington, DC 20002.

## **SPONSOR:**

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

# **ADMINISTRATOR:**

US Sweepstakes & Fulfillment Co., 625 Panorama Trail, Suite 2100, Rochester, NY 14625.

# **COPYRIGHTS/TRADEMARKS:**

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Effective October 1, 2019

# **Appendix A**

## **ELIGIBLE UNIONS**

AEA, AFA-CWA, AFGE, AFLPU, AFM, AFSA, AFSCME, AFT, AGMA, AGVA, ALPA, APWU, ARA, ATDA, ATU, BAC, BCTGM, BLET, BRS, CSEA, 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, UA, UAW, UFCW, UFW, UIW/SIU, UMWA, UNITE HERE, USW, UTU, UURWA, UWUA, WGAE