

## **Emerald Credit Union Official Drawing Rules to Win a Weber® Grill.**

### ***Promotional Period***

The Drawing (the “drawing”) begins at 9:00 a.m. Eastern Standard Time (EST) on Saturday, June 1, 2019 and ends at 4:30 p.m. EST on Wednesday, July 31, 2019. Subject to Emerald Credit Union’s hours of operation as further outlined under the “How to Enter” section of these Official Rules.

### ***Who Can Enter***

Entrants must be of 18 years of age or older to participate and a resident of the state of Ohio at the time of entry. To enter to win the “Weber® Grill,” the entrants must have closed a new, used, or refinanced auto loan with Emerald Credit Union in the amount of \$7,500.00 or more. The drawing is open to current and potential members of Emerald Credit Union. Refinancing an existing auto loan with Emerald Credit Union will not qualify as an entry. You are **NOT** eligible to enter the drawing if you are a Credit Union board member, committee member, employee, or a family member thereof, (spouses, domestic partners, parents, grandparents, siblings, children, and grandchildren included).

### ***How to Enter***

**No purchase or payment necessary to enter or win.** A purchase, payment, account relationship, or a closed auto loan will not improve your chances of winning. All federal, state, local, and municipal laws and regulations apply. Void where prohibited.

To enter the win the “Weber® Grill” Drawing:

1. Visit any Emerald Credit Union branch between open and close of business during the drawing period and close a new, used, or refinanced auto loan in the amount of \$7, 500.00 or more, and complete an entry form. There is no maximum number of entries allowed during the “Weber® Grill” Drawing period.
2. Entries may be sent to Emerald Credit Union, Attn: Marketing, 13201 Granger Road Suite 9, Garfield Heights, Ohio 44125.

### ***Drawing Prize***

One winner from a random drawing will receive a Weber® Spirit II E-310 Propane Grill. No assignment, transfer, or substitution of prize is permitted. The prizes cannot be redeemed for cash. Value of the prize may be reported on a 1099 form to IRS as taxable income.

### ***Drawing***

The prize winner’s name will be randomly selected from all entries collected during the promotional period. The drawing will take place on Monday, August 5, 2019. Odds of winning depend upon the number of entries. Winner will be notified by phone and/or email, by Friday, August 9, 2019 from the information provided on entries. If the Emerald Credit Union representatives are unable to make contact with the winner within three (3) business days after Emerald Credit Union’s first attempt to notify the winner, or if the winner fails to claim their prize in accordance with these Official Rules, the winner forfeits the prize. Any forfeited prize may be given to another chosen winner at the sole discretion of Emerald Credit Union. ***To accept and receive the prize, the winner must pick up the prize during normal business hours at Emerald Credit Union’s Garfield Heights Main Branch, located at 13201 Granger Road, Suite 1, Garfield Heights, Ohio 44125. Proof of identification is required.***

### ***General Conditions***

By participation, participant agrees to abide by and be bound by these Official Rules. The prize will only be awarded if participant fully complies with these Official Rules. All entries become the property of the Sponsor and will not be acknowledged or returned. Sponsor reserves the right to cancel or modify the Drawing if fraud or technical failure compromises the integrity of the Drawing as determined by the Sponsor in its discretion.

## ***Limitations of Liability***

Sponsor is not responsible for computer, network, printing, typographical, human or other errors, problems, malfunctions relating to or in connection with the Drawing, including, without limitation, errors, problems, or malfunctions which may occur in connection with the administration of the Drawing, the announcement of the winner, the processing of entries, or in any Drawing-related materials; for stolen, lost, late, misdirected, or failure to enter into the processing system for any reason; or are processed, reported, or transmitted late or incorrectly; or are lost for any reason, including computer, telephonic, paper-transfer, or human error, or electronic, computer, or telephonic malfunction, damage or error, omission, interruption, defect, delay in operation or transmission, or any combination thereof. If, for any reason, the Drawing is not capable of running as planned, including infection by computer viruses, bugs, or tampering, unauthorized intervention, fraud, actions of entrants, technical failures, or any other causes corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Drawing, the Sponsor reserves the right to disqualify any entry or entrant and/or cancel, terminate, modify, or suspend the Drawing and at its sole discretion to disqualify and to award the prize to the selected winner among all eligible non-suspect entries valid received prior to any action requiring such modification.

By participating, winner releases and agrees to hold harmless the Sponsor, including any parents, affiliates, subsidiaries and all of its respective directors, officers, employees, representatives, and agents (the "Released Parties"), from and against any and all liabilities for any loss, property damage or damage to persons, including, without limitation, death and injury, due in whole or in part, directly or indirectly, arising out of participation in the Drawing.

## ***Disputes***

Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Drawing or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court or the appropriate Ohio State Court located in Cuyahoga County, Ohio; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Drawing, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

## ***Publicity***

Except as prohibited, participation in the Drawing constitutes winner's consent to Emerald Credit Union's and its agents' use of the winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration in perpetuity.

## ***Choice of Law***

These Official Rules are governed by the laws of the State of Ohio, without giving effect to conflicts of law rules.

## ***Entrants Personal Information***

Information collected from entrants is subject to Emerald Credit Union's Privacy Policy.

## ***Winner List***

A winner list request can be made after the Drawing promotion, by sending a self-addressed stamped envelope by December 31, 2019 to: Emerald Credit Union "Prize Drawing" c/o Marketing Department, 13201 Granger Road, Suite 9, Garfield Heights, Ohio 44125.

## ***Sponsor***

This drawing is being sponsored by Emerald Credit Union, 13201 Granger Road, Garfield Heights, Ohio 44125. This offer shall not be published without the written permission of the Sponsor.