



## Official Rules

for the Digital Federal Credit Union  
2020 Earn More Feature Enrollment Sweepstakes

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.**

**ARBITRATION NOTICE: BY ENTERING, YOU AGREE THAT DISPUTES BETWEEN YOU AND SPONSOR AND ITS RELATED ENTITIES AND INDIVIDUALS WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. See Disputes provision.**

The Digital Federal Credit Union 2020 Earn More Feature Enrollment Sweepstakes (“Sweepstakes”) begins at 9:00 AM Eastern Time (“ET”) on October 28, 2020 and ends at 11:59 PM ET on November 30, 2020 (the “Sweepstakes Period”). The computer clock of Digital Federal Credit Union (“Sponsor”) is the official time-keeping device in the Sweepstakes.

- 1. ELIGIBILITY:** Open to legal residents of the 50 United States and D.C., with a valid social security number or individual taxpayer identification number, who are 18 years of age and older. Void where prohibited by law. Employees and volunteers of Sponsor and Sponsor’s wholly or partially owned subsidiaries, and each of their respective parents, subsidiaries, divisions, promotional partners, agencies, affiliates, advertising, and promotion agencies, and the immediate family members of their employees or those residing in the same household are not eligible. “Immediate family members” means a spouse, domestic partner, child, grandchild, parent, grandparent, or sibling (including adoptive, in-law, and step-relationships). By participating, Entrants (defined below) agree to these Official Rules and to the decisions of the Sponsor, which are final and binding in all respects. Void where prohibited by law, rule, or regulation. All federal, state, and local laws and regulations apply.
- 2. HOW TO ENTER:** During the Sweepstakes Period, eligible individuals may participate in the Sweepstakes (and become “Entrants”) via one of three methods: the Primary Method of Entry, the Alternative Method of Entry, or the Automated Method of Entry, as instructed below.
  - a. PRIMARY METHOD OF ENTRY:** Entrants may enroll an eligible DCU Free Checking Account in the Earn More Feature (the “Feature”) in order to earn one (1) entry into the Sweepstakes. Instructions for enrolling in the Feature can be found at <https://www.dcu.org/earnmore>. Entries submitted via the Primary Method of Entry must be received by 11:59PM ET on November 30, 2020 to be eligible. One entry (primary accountholder) per DCU Free Checking Account.
  - b. ALTERNATIVE METHOD OF ENTRY:** Entrants may hand-write their full name, full mailing address, email address, phone number, and birth date on a plain piece of 3x5 inch paper and mail this document to “Digital Federal Credit Union, Attn: Marketing; 2020 Earn More Feature Enrollment Sweepstakes Entry, 220 Donald Lynch Boulevard, Marlborough, MA 01752,” in order to earn one (1) entry into the Sweepstakes. Entries submitted via the Alternative Method of Entry must be postmarked no later than November 30, 2020 and received by December 7, 2020 to be eligible.
  - c. AUTOMATED METHOD OF ENTRY:** Members of Sponsor who have DCU Free Checking Accounts enrolled in the Feature as of 11:59PM ET on October 27, 2020 (i.e., prior to the start of the Sweepstakes Period) will automatically receive one (1) entry into the Sweepstakes. One entry (primary accountholder) per DCU Free Checking Account. Entrants who qualify for an entry under the Automated Method of Entry do not need to (and should not) unenroll and re-enroll in the Feature in order to earn entry into the Sweepstakes under the Primary Method of Entry.

**Limit of one (1) Entry per Entrant by any means.** Entrants may not enter via more than one method of entry. No photocopied or mechanically reproduced Entries will be accepted. All Entries become the property of Sponsor and will not be returned or acknowledged. Entries will not be judged. Sponsor has the sole discretion to determine whether an Entry is eligible. Any Entry that violates this section, or these Official Rules, or is otherwise objectionable (as determined solely by Sponsor), will not be considered and will be disqualified.

- 3. OPTING OUT:** If you entered the Sweepstakes via the Primary Method of Entry or the Automated Method of Entry and do not wish to be entered into the Sweepstakes, print your name, address, day and evening telephone numbers, and email address on a plain piece of 3x5 inch paper and mail the paper to Sponsor in an envelope, with proper postage, to: "Digital Federal Credit Union, Attn: Marketing; 2020 Earn More Feature Enrollment Sweepstakes OPT-OUT, 220 Donald Lynch Boulevard, Marlborough, MA 01752." Only one such opt-out request is required to remove an Entrant from the Sweepstakes. All such opt-out requests must be received (not simply postmarked) by Sponsor no later than 11:59 PM ET on November 30, 2020 in order to be effective. Sponsor is not responsible for lost, late, incomplete, misdirected, damaged, postage-due, or illegible opt-out requests. If an opt-out request is received, but Sponsor, in its sole discretion, is unable to determine the identity and/or telephone number of the individual because of incomplete information or illegible writing on the opt-out request, the request will be deemed ineffective, in Sponsor's sole and absolute discretion. No copies, mechanical or electronic reproductions, or metered mail of an opt-out request will be accepted. Proof of mailing does not constitute proof of delivery of an opt-out request. Once submitted, opt-out requests become the sole property of Sponsor and will not be acknowledged or returned.
- 4. RANDOM DRAWING:** One (1) potential winner will be selected from all eligible Entries via a random drawing held on December 10, 2020. The random drawing will be conducted by the Sponsor. Odds of winning a prize depend upon the total number of eligible Entries received.
- 5. WINNER NOTIFICATION/VERIFICATION:** If the potential winner entered via the Primary Method of Entry or the Automated Method of Entry, the potential winner will be notified by Sponsor via an Inbox Message and by email, if the potential winner has an email on file with Sponsor. If the potential winner entered via the Alternative Method of Entry, the potential winner will be notified by Sponsor via email at the email address provided on the Entry. The potential winner will be notified by Sponsor on December 15, 2020, or as soon as reasonably practicable following the random drawing, and will be instructed to respond via email and verify that the potential winner would like to accept the Prize (defined below) and confirm any details necessary for Sponsor to deliver the Prize. The potential winner must respond within five (5) business days and then and only then does the potential winner become the "Winner." If the potential winner does not respond to notification within five (5) business days, if the potential winner is ineligible, if the notification to the potential winner is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, the potential winner will forfeit that prize and an alternate potential winner will be selected from among all remaining Entries. The above process of notification will repeat until there is a confirmed Winner.
- 6. PRIZE:** One (1) \$5,000.00 prize (the "Prize") will be awarded to the Winner. The Prize will be delivered by certified check, unless Winner has an open share account with Sponsor, in which case Sponsor may deposit the Prize into said account. The Prize is not transferable; no cash redemption or substitutions are allowed except by the Sponsor who reserves the right to award a prize of reasonably equivalent value if advertised Prize (or portion of Prize) is unavailable. Failure to abide by these Official Rules may result in forfeiture of the Prize and the selection of another winner.
- 7. GENERAL RULES:** By participating in this Sweepstakes, Entrants agree to be bound by these Official Rules and the decisions of the Sponsor. Normal Internet/phone access and data/usage charges imposed by Entrants' online/phone service will apply and are Entrants' sole responsibility. Proof of Entry submission is not proof of receipt by Sponsor. Sponsor is not responsible for any compatibility issues with Entrant's device/browser used for Entry. Sponsor is not responsible for lost, interrupted, or unavailable network server or other connection; miscommunications; failed phone or computer or telephone transmissions; technical failure; jumbled, scrambled, or misdirected transmissions; late, lost, incomplete, delayed, misdirected, or postage-due Entries; or other error of any kind whether human, mechanical, or electronic. The Sponsor is also not responsible for technical, hardware, software, or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled, or delayed electronic communications caused by any of the equipment or programming associated with or utilized in this Sweepstakes or by any human error which may occur in the processing of the Entries in this Sweepstakes. The Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the Entry process or the operation of the Sweepstakes or Sponsor's website; violates the Official Rules; or acts in a disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event the Sweepstakes is compromised by virus, bug, unauthorized human intervention, or other causes beyond the control of Sponsor that corrupts or impairs the administration, security, fairness, or proper play of the Sweepstakes, Sponsor reserves the right in its sole discretion to suspend or terminate the Sweepstakes and award a Prize from among all eligible Entries received prior to cancellation. ENTRANTS ASSUME ALL LIABILITY FOR ANY INJURY OR DAMAGE CAUSED, OR CLAIMED TO BE CAUSED, BY PARTICIPATION IN

THIS SWEEPSTAKES OR USE OR REDEMPTION OF THE PRIZE. IN NO EVENT WILL SPONSOR, AND/OR ITS SUBSIDIARIES AND AFFILIATES, AND EACH OF THEIR RESPECTIVE MEMBERS, OFFICERS, EMPLOYEES, AND/OR OTHER PARTNERS, BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE SWEEPSTAKES, PARTICIPATION IN THE SWEEPSTAKES AND/OR PRIZE RELATED ACTIVITIES, THE USE (OR INABILITY TO USE), MISDIRECTION OR MISUSE OF A PRIZE OR ANY ELEMENT THEREOF, OR ACCESS TO, AND USE OF ANY PARTICIPATING WEBSITE OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID WEBSITE(S). WITHOUT LIMITING THE FOREGOING, EVERYTHING RELATED TO THE SWEEPSTAKES IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Entrants agree to release, indemnify, and hold Sponsor, and/or its subsidiaries and affiliates, and each of their respective members, officers, employees, and/or other partners, harmless from and against any and all claims, expenses (including attorneys' fees and settlement costs), damages, suits, costs, demands, and/or judgments whatsoever, made by any third party due to or arising out of such Entrants participation in the Sweepstakes and/or the use or misuse of the Prize by anyone other than Sponsor. Any invalid, illegal, or unenforceable provision shall be deemed severed from these Official Rules only to the extent of its invalidity, illegality, or unenforceability, and these Official Rules shall be construed and enforced as if they did not contain the stricken provision.

8. **CHOICE OF LAW:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of Entrants, Winner, or Sponsor, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of law rules or provisions (whether of Commonwealth of Massachusetts or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts.
9. **DISPUTES:** Entrants agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or any Prize awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in the Commonwealth of Massachusetts; Entrants submit to sole and exclusive personal jurisdiction to said courts in the Commonwealth of Massachusetts for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will Entrants be permitted to obtain awards for and entrants hereby waive all rights to claim 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. ENTRANTS HEREBY AGREE THAT ENTRANTS WILL NOT BRING A CLASS ACTION OR PARTICIPATE IN A CLASS ACTION AGAINST SPONSOR AND/OR ITS SUBSIDIARIES AND AFFILIATES, AND EACH OF THEIR RESPECTIVE MEMBERS, OFFICERS, EMPLOYEES, AND/OR OTHER PARTNERS, WITH RESPECT TO THE SWEEPSTAKES.
10. **TAX INFORMATION:** All federal, state, local, and other taxes on prizes and any other costs and expenses associated with Prize acceptance and use not specified herein as being provided, are the sole responsibility of the Winner. The Winner will be issued a 1099 tax form for the value of the Prize and will be required to fill out a W-9 form.
11. **WINNER LIST:** For the name of the Winner send a #10 self-addressed stamped envelope for receipt by January 15, 2021 to: Digital Federal Credit Union, Attn: Marketing; 2020 Earn More Feature Enrollment Sweepstakes Winners List Request, 220 Donald Lynch Boulevard, Marlborough, MA 01752.
12. **PUBLICITY:** Subject to the terms of these Official Rules, Entrants acknowledge and agree that all personal information collected will be treated in a manner consistent with Sponsor's privacy policy, which is available at <https://www.dcu.org/learn/policies-and-fees/privacy-policy.html>. Except in Tennessee, and where prohibited by law, by accepting the Prize, the Winner grants permission for Sponsor and those acting under its authority to use the Winner's name, and address (city and state), photograph, voice and/or likeness, for advertising and/or publicity purposes, in any and all media (including posting on Sponsor's website) now known or hereinafter invented without territorial or time limitations and without further notice to and without additional compensation. The Winner acknowledges and agrees that the Winner's information will also be included in a publicly-available winners' list.
13. **SPONSOR:** Digital Federal Credit Union  
220 Donald Lynch Boulevard  
Marlborough, MA 01752  
800.328.8797