

# Georgia's Own Credit Union's Make Waves Sweepstakes

## OFFICIAL RULES

NO PURCHASE OR ACCEPTANCE OF AN OFFER NECESSARY TO ENTER OR WIN. The Georgia's Own Credit Union's Make Waves Sweepstakes (hereafter referred to as "The Sweepstakes") is sponsored by Georgia's Own Credit Union, 1155 Peachtree Street, Atlanta, GA 30309. The Sweepstakes is governed by these Official Rules. By participating in the Sweepstakes, each entrant agrees to these Official Rules, including eligibility requirements. The Sweepstakes is subject to all federal, state, and municipal laws and is void where prohibited by law.

## Eligibility

The Sweepstakes is open to all legal residents of the United States residing in Georgia. MUST BE EIGHTEEN (18) YEARS OF AGE AS OF APRIL 1, 2010 TO ENTER. Officers, Directors, Supervisory Committee Members, Employees, Agents, Successors and Assignments of Georgia's Own Credit Union and their immediate family members (defined as spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren) are not eligible to win.

## Entry

The Sweepstakes begins at 12:01 am on April 1, 2010 and ends at 11:59:59 p.m. on August 1, 2010 (The Sweepstakes period). Manual Entries: Entrants must provide their name, address, phone number, and email address on a three by five (3 X 5) index card and mail it to: Georgia's Own Credit Union, Attn: Marketing/Make Waves, 1155 Peachtree Street, Atlanta, GA 30309. Only cards received by midnight, August 1, 2010 will be eligible. Only one mailed entry per person per day. Georgia's Own Credit Union is not responsible for cards lost or damaged in the mail.

Automatic entry and eligibility for this prize promotion is based upon: Any member that applies for a loan with Georgia's Own Credit Union during the Sweepstakes period will be automatically registered to win. Applying for a loan with Georgia's Own Credit Union does not improve your chances of winning. The odds of winning depend on the number of qualified entries received.

**For Automatic Entries:** If there are multiple parties listed on an account, entry will be based on the first party named on the account; regardless of whether the transaction qualifying for the Sweepstakes is actually conducted by the first party named on the account.

## Prize

Georgia's Own Credit Union will award a total of one (1) prize. One (1) individual will be selected in a random drawing from among all eligible entries received during the Sweepstakes period to win one either (1) jet ski, valued at seven thousand five hundred dollars (\$7,500.00) or the cash equivalent of seven thousand five hundred dollars (\$7,500.00). The prize delivered to the winner is at the sole discretion of the Credit Union. The odds of winning depend on the number of qualified entries received. ALL EXPENSES, TAXES, AND COSTS ASSOCIATED WITH ACCEPTANCE OF THE PRIZE, AND THE REPORTING CONSEQUENCE THEREOF, ARE THE SOLE OBLIGATION OF THE WINNER. PRIZE IS AWARDED WITHOUT WARRANTY OF ANY KIND BY SPONSOR, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OF ANY PRIZE INCLUDING, WITHOUT LIMITATION, QUALITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. To claim the prize, the winner must sign and return a release and affidavit of eligibility and publicity to the Credit Union at P.O. Box 105205, Atlanta, Georgia 30348, upon receiving the prize; or the prize, in the Credit Union's sole discretion, may be forfeited. The prize is neither transferable nor exchangeable and will be awarded only if entrant complies with these Official Rules. No other consideration will be paid.

### **Drawing**

The Sweepstakes drawing will be held on or around August 16, 2010. Only entries received before the end of the Sweepstakes period will be eligible. The odds of winning depend on the number of eligible entries received. The one (1) winner will be notified at the phone number, address, and / or e-mail address submitted with the entry. If the selected winner fails to contact the Credit Union to claim the prize within fourteen (14) days of the sending or posting of notification, or if the selected winner cannot be located through reasonable, good-faith efforts by the Credit Union, an alternative winner may be selected from among the remaining eligible entries. If by reason of a printing, computer, production, or other error, more than one winning entry is claimed, all persons making purportedly valid claims will be included in a random drawing to award the prize. In the event this Sweepstakes is compromised or becomes technically corrupted in any way, the Credit Union reserves the right to cancel, terminate, or suspend the Sweepstakes and in such event, to select winner for the prize by random drawing from among all valid entries received, up to such time of cancellation, termination or suspension. Entrants agree to be bound by these Official Rules.

### **Publicity**

By submitting an entry form, each entrant grants the Credit Union, and those acting under its authority, permission to use his/her name, likeness, and comments for advertising or publicity purposes without payment of additional compensation, unless prohibited by law.

### **Data Collection/Privacy**

The Credit Union will be collecting personal data about participants when they enter the Sweepstakes. Personal data includes: name, address, email address, and phone number(s). The information collected is never sold, given or disclosed to third parties.

### **Indemnification and Limitation of Liability**

By entering this Sweepstakes, each entrant agrees to indemnify, release, and hold harmless the Credit Union, its subsidiaries and affiliates, distributors, vendors, advertising and promotional agencies, suppliers and all their respective officers, directors, employees, representatives and agents from any liability, damages, losses or injury resulting in whole or in part, directly or indirectly, from that entrant's participation in the Sweepstakes and the acceptance of the prize **OR WHILE ENTRANT IS TRAVELING TO AND/OR FROM A LOCATION TO OBTAIN OR USE THE PRIZE. ALL SWEEPSTAKES WINNERS WILL BE REQUIRED TO SIGN A LIABILITY RELEASE PRIOR TO ACCEPTANCE OF ANY PRIZE.**

**FURTHER, NO RESPONSIBILITIES ARE ACCEPTED BY THE CREDIT UNION FOR ANY ADDITIONAL EXPENSES, OMISSIONS, DELAYS, RE-ROUTING, OR ACTS OF ANY GOVERNMENT OR AUTHORITY OR FOR FAILURE OF THE EVENT TO TAKE PLACE FOR ANY REASON.**

Entrant agrees that any and all claims, judgments and awards shall be limited to actual out-of-pocket costs (but in no way including attorneys' fees, disbursements or court costs) and under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental and consequential damages, and any other damages, other than for actual out-of-pocket costs.

### **Governing Law**

All issues and questions concerning the construction, validity, interpreting and enforceability of these Official Rules, or the rights and obligations of entrants and the Credit Union in connection with the Sweepstakes, shall be governed by, and construed in accordance with the laws of the State of Georgia.