

KINECTA FEDERAL CREDIT UNION

#KinectaBeachLife Festival 2023 SWEEPSTAKES

OFFICIAL RULES

1. **NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.**
2. **EACH SWEEPSTAKES ENTRY WILL HAVE AN EQUAL CHANCE OF WINNING. MAKING A PURCHASE WILL NOT IMPROVE AN INDIVIDUAL ENTRY'S CHANCES OF WINNING.**
3. **Consumer Disclosure:** Odds of winning are based upon the number of entries. Based upon the Credit Union's estimate of 100 entries, odds of winning are:

1st Grand Prize: Four (4) winners will be awarded one (1) pair of GA 3-Day Tickets.

4 in 100 or 4:100
4. **Sponsor:** Kinecta Federal Credit Union ("the Credit Union") is the sponsor of the Sweepstakes. The Credit Union's business address is: 1440 Rosecrans Avenue, Manhattan Beach, CA 90266. THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY OR ASSOCIATED WITH INSTAGRAM.
5. **Sweepstakes Period:** Sweepstakes begins at 12:00PM PST on April 20th, 2023 and ends at 11:59PM PST on April 24rd, 2023 ("Sweepstakes Period").
6. **Eligibility:** Credit Union employees, officials, and members of their immediate families are not eligible to participate in the Sweepstakes. To qualify for the Sweepstakes, all entrants must be at least eighteen (18) years of age. No person under the age of eighteen (18) may participate in the Sweepstakes at this time, under any circumstances. By entering this Sweepstakes, entrants accept and agree to be bound by these Official Rules and the decisions of the Credit Union. Sweepstakes void where prohibited by law.
7. **Sweepstakes Entries:** To enter, entrants must 1. "like" the #KinctaBeachLife original Instagram post, 2. Follow us @Kincta on Instagram, 3. tag a friend from their followers list on Kinecta's BeachLife Festival post, 4. share our post to Instagram's "Stories" feature using #KinctaBeachLife and tagging us @kincta. Instagram profiles must be public for entries to qualify for Sweepstakes. Mail-in entries can be submitted by legibly printing entrant's name, address (including zip code), telephone number (including area code), and e-mail address (optional) on a 3" x 5" card and by sending it in a #10 stamped envelope to:

Kincta Federal Credit Union
"#KinctaBeachLife Festival 2023 Sweepstakes"
1440 Rosecrans Ave.

Manhattan Beach, CA, 90266
Attention: Marketing Department

If a mail-in entry form or card is drawn, but judges are unable to determine the winner because of illegible writing, that entry form or card will be disqualified. No copies, mechanical reproductions, or metered mail accepted. Mail-in entries must be received by at 12:00PM PST on April 24th, 2023. Proof of mailing does not constitute proof of delivery. The Credit Union is not responsible for lost, late, incomplete, misdirected, damaged, postage-due, or illegible entries or mail. Once submitted, entries become the sole property of the Credit Union and will not be acknowledged or returned.

8. **Additional Rules Applicable to On-Line Entries:** On-line entries using macro, robotic, script or other forms of automatic entry will be disqualified. Proof of submission does not constitute proof of receipt. The Credit Union is not responsible for late, incomplete, or inaccurate entries. If there is a dispute as to the identity of an on-line entrant, the prize will be awarded to the authorized account holder of the e-mail address. The “authorized account holder” is defined as the natural person to whom the e-mail address is assigned by an internet service provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. The Credit Union is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by the Credit Union on account of technical problems or traffic congestion on the Internet or at any Website or any combination thereof. If for any reason the Internet portion of the Sweepstakes program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Credit Union reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes. The Credit Union reserves the right to select winners from eligible entries received as of such termination date. The Credit Union further reserves the right to disqualify any individual who tampers with the entry process. The Credit Union may prohibit an entrant from participating in the Sweepstakes if it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception or other unfair practices or intending to abuse, threaten or harass other entrants.
9. **Prize Drawings:** The random drawing for the Grand Prizes will be held on April 25th, 2023, at 10:00AM PST at 1440 Rosecrans Ave., Manhattan Beach, CA 90266. All eligible entries received on or before 11:59PM PST on April 24th, 2023, qualify for the prize drawings. The winners need not be present and will be notified by 5:00PM PST on April 25th, 2023, by Direct Message on Instagram- Or by email if mail-in entry is selected. You must confirm receipt by April 26th EOD PST. A complete list of winners will be available

by request in writing to 1440 Rosecrans Ave. Manhattan Beach, CA 90266 Att: Marketing. Prizes must be redeemed by 4:00PM PST on April 27th, 2023.

1st Grand Prize: Four (4) winners will be awarded one (1) pair of GA 3-Day Tickets.

Grand prizes not eligible for resale.

10. **Liability/General Rules:** The Credit Union is not responsible for any loss which may occur in connection with the Sweepstakes. The Entrant agrees to hold the Credit Union harmless from any liability arising from participation in the Sweepstakes or the acceptance, receipt, possession, or misuse of the prize. The Credit Union and each of its officers, directors, employees, members, and representatives and agents are not responsible for any negligence, claims, liability, injury, property loss, or other damages of entrants and/or winners arising from, or in connection with, acceptance, receipt, possession, or use/misuse of prizes awarded or participation in this Sweepstakes. The Credit Union is not responsible for any incorrect or inaccurate information, whether caused by tampering, hacking, or by any of the equipment or programming associated with the Sweepstakes. Prizes cannot be substituted, converted to cash, assigned, or transferred by winners. The Credit Union reserves the right to substitute a prize of equal or greater value should the featured prizes become unavailable for any reason. The Credit Union reserves the right to disqualify entrants who fail to follow these Official Rules or who make any misrepresentations relative to the Sweepstakes and redemption of a prize.
11. **Tax Issues:** The Credit Union will report all prize winnings to the appropriate state and federal agencies as required by applicable law. Winners are responsible for all tax consequences (if any) of the prizes.
12. **Publicity Authorization:** Each winner agrees to permit the Credit Union to utilize his/her name and likeness in promotional and other Credit Union materials, without additional compensation or permission, except where prohibited by law.
13. **Choice of Law:** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrant and the Credit Union in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the State of California, USA, without regard to choice of law rules.
14. **NOTICE OF BINDING ARBITRATION AGREEMENT:** You and we agree to attempt to informally settle any disputes arising out of or connected with this Sweepstakes or any prizes awarded. If that cannot be done, you and we agree that upon the election of either you or us any claim or dispute arising out of or connected with this Sweepstakes will be resolved by **BINDING ARBITRATION** administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Mediation Procedures and Supplementary Procedures for Consumer-Related Disputes. As a result, you will GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights

under these Official Rules (EXCEPT for matters within SMALL CLAIMS COURT jurisdiction). You acknowledge that by agreeing to **BINDING ARBITRATION** you understand and agree to the following terms:

- Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You understand and agree that **YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY.**
- Arbitration proceedings provide you a **FAIR HEARING**, BUT the arbitration procedures are **SIMPLER AND MORE LIMITED** THAN RULES APPLICABLE IN COURT.
- Arbitration decisions are as enforceable as any court order and are subject to **VERY LIMITED REVIEW** BY A COURT.
- ARBITRATORS can award the same REMEDIES including DAMAGES that a COURT can award.
- Any ARBITRATION under these Official Rules **WILL BE ON AN INDIVIDUAL BASIS.** You understand and agree that **YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION.**
- The PLACE OF ARBITRATION shall be in the federal district WHERE YOU RESIDE.
- WE WILL REIMBURSE YOU FOR ANY FILING, ADMINISTRATION, AND ARBITRATOR FEES as imposed by the American Arbitration Association. However, if the arbitrator determines that YOUR CLAIM IS **FRIVOLOUS, UNWARRANTED, OR BROUGHT FOR AN IMPROPER PURPOSE** (in accordance with the Federal Rules of Civil Procedure Section 11(b)) YOU WILL RETURN TO US ANY FILING, ADMINISTRATION, AND ARBITRATOR FEES WE PAID.
- If YOU PREVAIL on the merits of your claim in arbitration, WE WILL PAY YOUR ATTORNEYS' FEES. You will NOT be required to pay OUR ATTORNEYS' FEES IF WE PREVAIL.

FOR MORE DETAILS, check the American Arbitration Association's website, www.adr.org, OR call the American Arbitration Association's Customer Service telephone number at (800) 778-7879.

15. **Privacy/How We Use Your Information:** Sponsor will collect personal data from entrants solely for Sponsor use, and this information may be used for the purposes of administering the Sweepstakes, publicizing the Sweepstakes, and other promotional and marketing purposes for Sponsor.