

GiftDay Official Rules

CONSUMER DISCLOSURE:

NO PURCHASE OR OBLIGATION NECESSARY TO ENTER OR WIN. No entrants have yet won. There will be five (5) Grand Prizes awarded following the conclusion of the Promotion Period. Each of the five Grand Prize Winners, upon confirmation of eligibility, will receive a \$100 prize. Winner is responsible for all taxes and fees associated with prize receipt and/or use.

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NON-PURCHASE ENTRIES AND PURCHASE ENTRIES HAVE AN EQUAL CHANCE OF WINNING.

ELIGIBILITY: The GiftDay promotion with Holyoke Credit Union credit card promotion is open only to legal residents of the fifty (50) United States and District of Columbia who are 18 years of age or older as of December 1, 2023. Commercial/Business Credit Cards are not eligible for promotion participation. Void in Puerto Rico and where prohibited. Promotion is subject to all applicable federal, state, and local laws. The Promotion is governed by U.S. law.

PROMOTION TIMING/DESCRIPTION: Begins at 12:00:00 AM Eastern Standard Time ("EST") on December 1, 2023, and ends at 11:59:59 PM EST on January 15, 2024 ("Promotion Period"). There will be five (5) \$100 Grand Prize winners selected in a random drawing at the end of the Promotion Period from among all eligible entries received.

TO ENTER: There are two (2) ways to enter: AUTOMATIC ENTRY: An eligible Holyoke Credit Union Credit Card holder with a Holyoke Credit Union credit card will automatically receive one hundred fifty thousand (150,000) entries/STARS. Holyoke Credit Union members who open a new Holyoke Credit Union credit card during the promotional period will automatically receive one hundred thousand (100,000) entries/STARS. Holyoke Credit Union credit card holders will automatically receive ten thousand (10,000) entries/STARS for each time they use their Holyoke Credit Union credit card. Holyoke Credit Union credit card holders will automatically receive one thousand (1,000) entries/STARS for every eligible dollar they spend on their Holyoke Credit Union credit card during the promotional period at a participating merchant location in the U.S. Certain restrictions may apply. STARS do not hold any monetary value and are not part of the existing Holyoke Credit Union credit card loyalty points program. Only eligible Holyoke Credit Union credit card purchases or payments made with a Holyoke Credit Union credit card that is not in default under the customer agreement for that account and issued by Holyoke Credit Union, processed through Holyoke Credit Union's transaction-processing system during the Promotion Period, are eligible for automatic entry.

In the event of a dispute as to who submitted a particular cardholder entry, such entry will be deemed to be submitted by the primary person in whose name the card used to enter the Promotion was issued. Account adjustment transactions/returns, cash advances, non-U.S.-dollar

purchases, Interlink®-processed transactions, purchases authorized by entering a PIN (personal identification number), payment of late fees or over-limit fees are excluded from automatic entry. Other restrictions and exclusions may apply. Holyoke Credit Union credit cards or card numbers that are stolen, fraudulent, tampered with, or otherwise altered are not eligible for automatic entry. Automatic entries must be made by 11:59:59 PM EST January 15, 2024 in order to be eligible for the random drawing.

TO ENTER BY MAIL WITHOUT PURCHASE OR OBLIGATION: Hand-print your complete name, street address, city, state, ZIP code, and daytime and evening telephone numbers (including area code), and valid email address, on a plain piece of 3" x 5" paper, and mail it in a business-size (#10) envelope with sufficient postage affixed, to Holyoke Credit Union, Attn: Marketing – GiftDay 490 Westfield Road, Holyoke, MA 01040. Mailed entries must be postmarked between December 1, 2023 and January 12, 2024, and received by January 15, 2024, in order to be included in the random drawing. Enter as often as you wish; however, each mailed entry will count as one (1) entry into the random drawing and must be mailed in a separate, postmarked-and-stamped envelope. Entries that are mechanically reproduced, copied, illegible, incomplete, or inaccurate and entries by any means which subvert the entry process are void. Entries become the property of Holyoke Credit Union and will not be acknowledged or returned. Incomplete entries or entries not complying with these Official Rules are subject to disqualification, at Holyoke Credit Union’s sole discretion. Proof of mailing does not constitute proof of delivery.

DETERMINATION OF WINNERS/WINNER NOTIFICATION: Five (5) potential \$100 Grand Prize winners will be selected on or about January 19, 2024 from among all eligible automatic and mailed entries received. Random drawing will be conducted by Holyoke Credit Union. Sponsor’s decisions are final and binding on matters relating to this Promotion. Potential winners will be notified in person and/or telephone/email, within one (1) week of random drawing date. Potential Grand Prize winners will be required to sign an affidavit of eligibility/liability release, a publicity release where legal, and return these properly executed documents within 48 hours of notification. Potential winner will be required to verify eligibility and confirm mailing addresses for purposes of prize fulfillment, within 5 days of receipt of request. Non-compliance within this time frame and/or with these Official Rules; Sponsor’s inability to contact potential winners within a reasonable time period; or prize or prize notification returned as undeliverable will result in such potential winner’s disqualification and, at Sponsor’s discretion, the prize may be awarded to a potential alternate winner. **ODDS:** Estimated odds of winning depend upon the total number of eligible entries/STARS received.

PRIZES & APPROXIMATE RETAIL VALUES (“ARVs”): There will be five (5) \$100 Grand Prizes awarded following the conclusion of the Promotion Period. The Grand Prize Winners, upon confirmation of eligibility, will receive \$100. No transfer of the prize is permitted. Winner is responsible for all taxes and fees associated with prize receipt and/or use.

CONDITIONS OF PARTICIPATION: By entering, entrants agree to be bound by these Official Rules, including all eligibility requirements and the decisions of the Sponsor, which are final and

binding. By accepting prize, winner consents to the use of his/her name, image, likeness, photograph, voice, and biographical material for advertising, publicity, and promotional purposes by Sponsor, in any and all media now or hereafter devised, including but not limited to, any online announcements, worldwide in perpetuity, without additional compensation, notification, or permission, except where prohibited by law. Entrants release and hold harmless Releasees from any claims, actions, injury, loss, or damage of any kind, including but not limited to, personal injury or death, resulting, directly or indirectly, in whole or in part, from participating in this Promotion or from the acceptance, possession, or use or misuse of the prize. This limitation of liability is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect, or consequential damages; loss of data, income or profit; loss or damage to property; and claims of third parties. Entrants agree that Releasees have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, statutory, express or implied (including but not limited to, the implied warranties of merchantability, title, and fitness for a particular purpose), in fact or in law, relative to the Promotion.

GENERAL: Sponsor will collect information from the entrants for the purpose of the prize drawing to notify a winner and to send future marketing and product communications to the entrants. Sponsor will not share this information with any third party (except as necessary for the administration of the Promotion and future marketing efforts). Releasees are not responsible for lost, late, illegible, misdirected, inaccurate, incomplete, undelivered, damaged, delayed, garbled, postage-due, or stolen mail, entries, and transactions; for transactions that are lost, misdirected, or fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly; or for any other errors or problems of any kind, whether typographical, printing, mechanical, human, electronic, or otherwise, relating to or in connection with the Promotion, including, without limitation, any error or problem that may occur in connection with the administration of the Promotion, the processing of entries, the announcement of the prize, the cancellation or postponement of the Promotion, the Grand Prizes, or in any Promotion related materials. Sponsor reserves the right to conduct a background check of any and all records of potential Grand Prize winners, including, without limitation, civil and criminal court records and police reports, and entry in the Promotion constitutes entrant's permission for Sponsor to conduct such background check, provided that, to the extent additional authorization is necessary under law, potential Grand Prize winners shall authorize such check. Sponsor reserves the right (at its sole discretion) to disqualify a potential Grand Prize winners based on the results of the background check or failure to properly authorize such check. Entry materials that have been tampered with or altered are void. Sponsor reserves the right, in its sole discretion, to cancel or suspend part or all of this Promotion at any time without notice and for any reason including, if in the Judge's opinion there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Promotion, or if virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness, or integrity and proper play of the Promotion. In the event of cancellation, Sponsor may void any entries it suspects are at issue and, at its discretion, if terminated, award prizes in a random drawing from among all non-suspect, eligible entries received up to the date of cancellation. Caution: Any attempt by an

entrant or any other individual to damage or undermine the legitimate operation of the Promotion may be in violation of criminal and civil laws and, should such an attempt be made, the Sponsor reserves the right to seek any and all remedies available from any such person to the fullest extent permitted by law, including criminal prosecution. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. Sponsor reserves the right to disqualify entrants who violate these Official Rules or interfere with this Promotion in any manner.

DISPUTES: Except where prohibited, all issues/questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Massachusetts, without giving effect to any choice of law or conflict of law rules (whether of the State of Massachusetts or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Massachusetts. Jurisdiction and venue shall be solely within the State of Massachusetts.

ARBITRATION: Except where prohibited by law, as a condition of participating in this Promotion, participant agrees that (i) any and all disputes and causes of action arising out of or connected with this Promotion, or prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the participant; (ii) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (iii) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorney fees, other than participants actual out-of-pocket expenses (i.e., costs associated with participating in this Promotion), and participant further waives all rights to have damages multiplied or increased.

WINNERS' NAMES: For the names of the winners, available after January 19, 2024, mail a self-addressed, stamped envelope by March 30, 2024, to: Holyoke Credit Union, Attn: Holyoke Credit Union - GiftDay, 490 Westfield Road, Holyoke, MA 01040

SPONSOR & ADMINISTRATOR: Sponsor and Administrator: Holyoke Credit Union, Attn: Holyoke Credit Union - GiftDay, 490 Westfield Road, Holyoke, MA 01040