

Holiday Photoshoot Official Rules

1. NO PURCHASE OR OBLIGATION NECESSARY TO ENTER OR WIN. NON-PURCHASE ENTRIES AND PURCHASE ENTRIES HAVE AN EQUAL CHANCE OF WINNING.
2. ELIGIBILITY: Holiday Photoshoot promotion is only open to legal residents of the fifty (50) United States and District of Columbia that enter one of the ways below. You must be 18 years of age to enter. 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.
3. PROMOTION TIMING/DESCRIPTION: Begins at 1:00:00 AM Eastern Standard Time ("EST") on December 1, 2023 and ends at 11:59:59 PM EST on December 31, 2023 ("Promotion Period").
4. TO ENTER: There is one (1) way to enter:
 - A. An eligible entry must 'share' a Holyoke Credit Union Facebook post with #HolyokeCUmerry and have their Facebook privacy 'share' setting as 'public.'
5. Prize winners must be members of Holyoke Credit Union prior to their holiday photoshoot.
6. Participants can win a maximum of one prize during the promotional period.
7. By accepting prize, winner consents and participants agree to the use of his/her name, image, likeness, photograph, voice, and biographical material for advertising, publicity, and promotional purposes by Holyoke Credit Union.
8. Other restrictions and exclusions may apply. Entries using Facebook or social media accounts that are stolen, fraudulent, tampered with, or otherwise altered are not eligible for automatic entry. Automatic entries must be made 1:00:00 AM Eastern Standard Time ("EST") on December 1, 2023 and ends at 11:59:59 PM EST on December 31, 2023 ("Promotion Period") in order to be eligible for the random drawings.
 - Go to <https://www.yourholyokecu.com/photo> and complete the entry form during the Promotion Period.
 - 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 – HOLIDAY PHOTOSHOOT: 490 Westfield Road, Holyoke, MA 01040. Mailed entries must be post marked between December 1, 2023 and December 27, 2023, and received at Holyoke Credit Union by December 30, 2023, in order to be included in the random drawing. 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.

1. PRIZES & RETAIL VALUES:

• PRIZES: There are sixteen (16) professional Holiday Photoshoots valued at \$75, with final approval being made by Holyoke Credit Union.

2. DETERMINATION OF WINNERS/WINNER NOTIFICATION:

- Four (4) prize winners will be selected each week during the promotional period from among all eligible Facebook 'shares' of a valid #HolyokeCUmerry posts and eligible mailed entries received during that week. 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 by Facebook Direct Message within one (1) week of random drawing date.
- Sixteen (16) prize winners will be selected between December 1, 2023 and December 31, 2023 from all eligible automatic entries received. Random drawing will be conducted, and video recorded. Sponsor's decisions are final and binding on matters relating to this Promotion. Potential winners will be notified by Facebook Direct Message within one (1) week of random drawing date.
- All 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.

3. ODDS: Estimated odds of winning depend upon the total number of Facebook 'shares' of #HolyokeCUmerry posts received during the applicable week of the promotional period.

4. PRIZES: There are sixteen (16) professional holiday photoshoots, one per prize winning entrant.

5. 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 and participants agree 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 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 (including any travel/activity related thereto). 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.

6. GENERAL: Sponsor will collect information from the entrants for the purpose of the prize drawing and to notify a winner. Sponsor will not share this information with any third party (except as necessary for the administration of the Promotion). Releasees are not responsible for lost, late, illegible, misdirected, inaccurate, incomplete, undelivered, damaged, delayed, garbled, postage-due, or stolen mail, entries, and transactions; for social media shares that are not publicly shared, lost, misdirected, or fail to be seen during the drawing of winners; 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. 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 Sponsor'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.

7. 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.

8. 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 attorneys' fees, other than participant's 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.

9. WINNERS' NAMES: For the names of the winners, available after December 8th, 2023, mail a self-addressed, stamped envelope by December 25th, 2023, to: Holyoke Credit Union, Attn: Holiday Photoshoot, 490 Westfield Road, Holyoke, MA 01040.

10. SPONSOR & ADMINISTRATOR: Sponsor and Administrator: Holyoke Credit Union, Attn: Holiday Photoshoot 490 Westfield Road, Holyoke, MA 01040.