

OC Marathon Running Festival 2023
Sweepstakes Official Rules



NO PURCHASE, OBLIGATION OR TRANSACTION NECESSARY TO ENTER THE PROMOTION. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING. THIS PROMOTION IS NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM. BY ENTERING, YOU ARE CONFIRMING YOU ARE ADHERING TO INSTAGRAM'S TERM OF USE. VOID WHERE PROHIBITED BY LAW.

SPONSOR. San Diego County Credit Union, PO Box 261209, San Diego, CA 92196 (“**SDCCU**” or “**Sponsor**”).

Entry Start & End Dates:	Starts on Monday, April 3, 2023 at 3 p.m. Pacific Time (“ PT ”) and ends on Friday, April 14, 2023 at 5:00 p.m. PT.
Winner Selection Date:	Ten winners will be notified via Instagram Direct Message on or around April 17, 2023. Determination of winners is at Sponsor’s sole discretion.
Eligibility:	Any legal U.S. resident of the fifty (50) United States and the District of Columbia, excluding New York and Florida, who is at least twenty one (21) years old or older at the time of entry.
How to Enter:	Sponsor will create an official OC Marathon Running Festival 2023 Sweepstakes Entry Post (the “ Entry Post ”) on Instagram.com (“Instagram”). To enter, follow @sdccu on Instagram, “like” our Entry Post and tag three (3) friends.
Prize and Value:	One (1) Official Registration Entry to the OC Marathon Running Festival (the “ Event ”). (Approximate Retail Value (“ ARV ”): \$149).

Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes.

ELIGIBILITY. Employees, vendors, Board Members, volunteers and consultants of SDCCU and its subsidiaries, and their immediate family members (e.g. parents, children, siblings, spouse) and members of their households (whether related or not) are not eligible to win. Sweepstakes is void in Florida, New York, Puerto Rico, U.S. territories and possessions, outside of the United States, and where restricted or prohibited by law. Sweepstakes subject to all applicable federal, state and local laws. SDCCU reserves the right to disqualify entrants who fail to follow these Official Rules or who make any misrepresentations relative to the Sweepstakes or redemption of prize. Entries by ineligible persons, fraudulent entries or entries created in error will be disqualified and an alternate entry selected.

GENERAL CONDITIONS OF ENTRY. SDCCU is not responsible for, and will not accept, lost, late, incomplete, delayed, damaged, destroyed, deleted, erased, stolen or illegible entries. SDCCU will not verify receipt of entries for entrants. Mechanically reproduced entries will not be accepted. Once submitted, all entries become the property of SDCCU and none will be returned. SDCCU assumes no responsibility for any error, problem or malfunction (human, technical, or otherwise) which may occur in the creation, maintenance or processing of Sweepstakes entries, or which prevents entries from being created. Sponsor is the official timekeeper for the Sweepstakes. Except as otherwise contemplated in these Official Rules, and to the extent entrants may otherwise elect at the time of entry, personal information collected in connection with the Sweepstakes will be used in accordance with Sponsor’s online privacy policy located at <http://www.sdccu.com/disclosures>. Any communication or information transmitted to Sponsor by email or otherwise is and will be treated as non-confidential and non-proprietary. Entry must be made by the entrant as set forth above. Tampering with the entry process or the operation of the Sweepstakes, including but not limited to the use of any device to automate the entry process, is prohibited and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor’s satisfaction, the affected entry will be deemed

ineligible. To obtain a list of winners or these Official Rules, send a self-addressed, stamped envelope to: San Diego County Credit Union, OC Marathon Running Festival 2023 Sweepstakes Winners/Official Rules, Attn: Marketing Dept., PO Box 261209, San Diego, CA 92196. Specify “winners list” or “official rules” in your request.

AGREEMENT TO OFFICIAL RULES. Participation in the Sweepstakes constitutes entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of SDCCU, which are final and binding in all matters relating to this Sweepstakes.

ODDS. The actual odds of winning depend on the number of eligible entries received.

PRIZE DRAWINGS. Potential winner will be selected in a random drawing by a SDCCU representative on or about the Winner Selection Date from among all eligible entries received during the Sweepstakes Period. Winner will be notified via direct message, phone, email or other method. The potential winner must contact Sponsor as provided in that message. SDCCU will make its best reasonable effort to contact all winners. If any potential prize winner does not respond to prize notification attempts within two (2) days of the first notification attempt (or such shorter time as exigencies may require), is found to be ineligible, or if he or she has not complied with these Official Rules or declines the applicable prize for any reason prior to award, such potential prize winner will be disqualified and an alternate winner may be selected. Sponsor may successively attempt to contact up to two (2) potential prize winners in accordance with such procedure, and if there is still no confirmed prize winner after such attempts have been made, if any, the applicable prize may go unawarded.

GENERAL PRIZE CONDITIONS. Exact prize components are subject to change without notice. No cash alternative or substitution of prize will be allowed, except Sponsor reserves the right in its sole discretion to substitute prize of comparable value if any prize listed is unavailable, in whole or in part, for any reason. Prize will be awarded only if the potential prize winner fully complies with these Official Rules. All portions of the prize(s) are non-assignable and non-transferable. Any prize pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Sweepstakes materials are for illustrative purposes only. All details and other restrictions of the prize(s) not specified in these Official Rules will be determined by Sponsor in its sole discretion. In no event will more than the stated number of prizes be awarded. SDCCU reserves the right to void or reverse the awarding of any prizes obtained fraudulently or illegally and to seek appropriate remedies to recover any prizes. **ALL PRIZES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.**

TAX ISSUES. SDCCU will report all prize winnings to the appropriate state and federal agencies as required by applicable law. **ALL TAXES, FEES, SURCHARGES OR LIABILITIES ON OR RELATING TO PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNER. PAYMENT OF ANY FEDERAL, STATE OR LOCAL TAXES WILL BE THE OBLIGATION OF THE WINNER AND ANY COSTS NOT SPECIFICALLY IDENTIFIED HEREIN ARE THE RESPONSIBILITY OF THE PRIZE WINNER.**

PUBLICITY AUTHORIZATION. By participating in the Sweepstakes, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any entrant in the Sweepstakes, each entrant irrevocably grants the Sweepstakes Entities (defined below) and their respective successors, assigns, and licensees, the right to use such entrant’s name, photograph, likeness, voice, biographical information (including, but not limited to occupation), statements, and address (city and state) in perpetuity, in any and all media for any purpose, including, without limitation, advertising and publicity purposes and announcing winners on the radio, as well as in connection with the

Sweepstakes, without further compensation and hereby releases the Sweepstakes Entities from any liability with respect thereto.

GENERAL LIABILITY RELEASE/FORCE MAJEURE: Entrants agree that officers, directors, and employees of Sponsor and its parent, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies (all such individuals and entities referred to collectively as, the “**Sweepstakes Entities**”) and Instagram (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from entrants’ acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize’s quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant’s, or any other person’s, computer system which is occasioned by participating in the Sweepstakes, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures, or malfunctions or other causes beyond Sponsor’s control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor’s control (each a “**Force Majeure**” event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, extend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select the winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant’s sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. Unless otherwise state in these Official Rules, the invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. Unless otherwise stated in these Official Rules, in the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

GOVERNING LAW/JURISDICTION: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. FOR THE PURPOSES OF ANY DISPUTES HEREUNDER, BY ENTERING THIS SWEEPSTAKES, EACH ENTRANT AGREES THAT ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THIS SWEEPSTAKES SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE APPROPRIATE STATE OR FEDERAL COURT SITUATED IN SAN DIEGO COUNTY, CALIFORNIA.

ARBITRATION PROVISION: Unless you are an active duty member of the armed forces or are on active Guard or Reserve duty, or your account otherwise falls under the protections of the MLA or is otherwise exempt from arbitration under federal law, you agree that any and all claims arising from or relating to this Agreement or any service provided by SDCCU to you shall be subject to binding arbitration under the Federal Arbitration Act ("FAA"). This includes claims based on contract, tort, equity, statute, or otherwise, as well as claims regarding the scope and enforceability of this provision. It includes all claims by or against you, co-members, co-borrowers, SDCCU, and others providing or receiving any product or service related to this Agreement or your account with SDCCU. However, at the election of any party, a court of competent jurisdiction may adjudicate any request for injunctive relief, but all other claims will first be decided by arbitration under this Agreement.

A single Arbitrator shall decide all claims and shall render a final, written decision. You may choose the American Arbitration Association ("AAA"), Judicial Arbitration and Mediation Service ("JAMS"), or other similar arbitration service provider acceptable to SDCCU to administer the arbitration. Consistent with the FAA, the appropriate AAA rules, JAMS rules, or other service provider rules shall apply, as determined by the Arbitrator. For AAA and JAMS, these rules are found at www.adr.org and www.jamsadr.com.

Unless otherwise agreed by the parties, the arbitration shall take place in San Diego, California.

Each party to the arbitration shall pay his, her, or its own costs of arbitration. If you cannot afford your arbitration costs, you may apply for a waiver under the relevant rules.

The parties waive any right to bring representative claims on behalf of a class of individuals (the "class action waiver").

The arbitration provision may be severed or modified if necessary to render it enforceable.