

**The Broadview Federal Credit Union Win \$10,000 & Give \$10,000 Sweepstakes**  
**OFFICIAL RULES**

**NO PURCHASE, PAYMENT, OPENING A NEW CHECKING ACCOUNT OR SAVINGS ACCOUNT OR STARTING A DIRECT DEPOSIT IS NECESSARY TO ENTER OR WIN. A PURCHASE, PAYMENT, OPENING A NEW CHECKING OR SAVINGS ACCOUNT OR STARTING A DIRECT DEPOSIT INTO A BROADVIEW FCU ACCOUNT WILL NOT IMPROVE YOUR CHANCES OF WINNING. SWEEPSTAKES OPEN ONLY TO LEGAL RESIDENTS OF THE STATE OF NEW YORK WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. VOID WHERE PROHIBITED BY LAW.**

**ELIGIBILITY:** The Broadview Federal Credit Union “Win \$10,000 & Give \$10,000” Sweepstakes (“**Sweepstakes**”) is open only to legal residents of the state of New York, who are eighteen (18) years of age or older at the time of entry. Employees and volunteers of Broadview Federal Credit Union (“**Sponsor**” or “**Broadview FCU**”), its subsidiaries, advertising/promotion agencies, and their immediate families (spouse, parents, IRS dependents, children and siblings and their respective spouses) and/or those living in the same household of such employees, whether related or not, are not eligible to participate. Sponsor reserves the right to verify eligibility qualifications of prize winner. Sweepstakes is subject to all applicable, federal, state, local laws, and regulations. Sweepstakes is void where prohibited by law.

**DESCRIPTION & SWEEPSTAKES TIMING:** The Sweepstakes starts at 12:00 a.m. Eastern Time (ET) on September 16, 2024 and ends at 11:59:59 p.m. ET on November 3, 2024 (“**Sweepstakes Entry Period**”). Opening a Checking Account or Savings Account or Direct Deposit will not be required for entry nor will opening a Checking, Savings or Direct Deposit improve the chances of winning the prize. Limit three (3) Sweepstakes entries per account regardless of entry method. The computer of Broadview FCU will be the official timekeeping device for this Sweepstakes.

**HOW TO ENTER:** There will be two (2) methods of entry into the Sweepstakes, as further detailed below:

- 1. Automatic Entry Method (with a new Checking or Savings Account opening or Direct Deposit required):** Consumers (current or new members) will become eligible to receive one automatic entry **for each** of the following actions completed in person at a Broadview FCU branch location or online via electronic banking at: <https://www.broadviewfcu.com/win> during the Sweepstakes Entry Period.
  - a. Open, fund, and maintain a new **Checking Account** (includes “Free Checking,” “Rewards Checking,” “Business Checking” and “Young Adult Checking”)
  - b. Open fund and maintain a new **Savings Account** (includes any type of Savings plus “High Yield Savings,” “Money Market Savings,” and “Certificates” (including a Certificate roll-over) – a minimum of \$1.00 is required to open a Primary Savings Account and many of the Certificates require a minimum of \$500 to open.
  - c. Start a new **Direct Deposit** - the first deposit must be received during the Sweepstakes Entry Period to receive an automatic entry.

Entrant will also be able to vote for their favorite local 501(c)3 non-profit charity to receive a donation of \$10,000 from a list of organizations provided by Sponsor. The local 501(c)3 non-profit charity to receive the most votes will receive the \$10,000 donation. Limit up to three (3) votes per person during the Sweepstakes Entry Period. The Checking Account or Savings Account or Direct Deposit must be open and in use by the end of the Sweepstakes Entry Period to be eligible for the random drawing.

- 2. Alternate Free Online Method of Entry (No Checking Account, Savings Account or Direct Deposit Required):** For eligible entrants to enter the Sweepstakes without opening either a **new** Checking Account, Savings Account or setting up a new Direct Deposit, please access the following website: <https://www.broadviewfcu.com/win>. To submit an alternate entry, entrants will be asked to provide their complete name, city, state, daytime telephone number, and email address. Entrant will also be able to vote for their favorite local 501(c)3 non-profit charity to receive a donation of \$10,000 from a list of

organizations provided online by Sponsor at time of entry. Limit of three (3) entries via the free online method of entry. Entrant will also be able to vote for their favorite local 501(c)3 non-profit charity to receive a donation of \$10,000 from a list of organizations provided by Sponsor. The local 501(c)3 non-profit charity to receive the most votes will receive the \$10,000 donation. Limit up to three (3) votes per person during the Sweepstakes Entry Period.

No type of Checking Account, Savings Account, or Direct Deposit is necessary to enter or win nor will they improve the chances of winning a prize. Proof of transmission (such as a “confirming” message received after an entrant submits contact information to open one of these Accounts or set up Direct Deposit mentioned above) does not constitute proof of receipt/delivery to serve as a Sweepstakes entry. Please be advised that you are only entering **The Broadview FCU “Win \$10,000 & Give \$10,000” Sweepstakes** and will NOT receive an entry into any other sweepstakes at this time. By participating in the Sweepstakes, all entrants agree to be bound by these Official Rules, which are final and binding on all matters pertaining to this Sweepstakes.

Any individual who attempts to/or is suspected of submitting more than three (3) entries with the same email address for the Sweepstakes Entry Period will be disqualified from participation in the Sweepstakes.

In the event that two or more local 501(c)3 non-profit charities have received an equal number of the most votes to receive the \$10,000 donation, the \$10,000 will be distributed equally among those respective organizations. Grand Prize winner and all other entrants will not receive any tax benefit at all from this charitable donation made solely by the sponsor.

**RANDOM DRAWING DETAILS:** Random drawing will be conducted on/about November 25, 2024, by Marden-Kane, Inc., an independent judging organization, from among all eligible automatic and alternate entries received during the Sweepstakes Entry Period to award the prize. Odds of winning the prize will depend on the total number of eligible entries received for the random drawing. Decisions of the judges/Sponsor will be final and binding on all matters relating to this Sweepstakes. Potential winner is subject to verification of eligibility and compliance with these Official Rules. This is a randomized drawing that is not intended to and should not influence any decisions or actions for the benefit of the Sponsor. The Promotion is in compliance with all applicable anti-corruption laws and regulations.

**PRIZES:** One (1) Grand Prize of a \$10,000 Account Deposit, if winner is a Broadview FCU member and \$10,000 will be awarded to one of the local non-profit 501(c)3 charities, from a list of organizations provided by Sponsor, receiving the most votes submitted by all eligible entrants at the time of entry. If winner is not a Broadview FCU member, winner will receive a check for \$10,000. Prize is not transferable. No substitution allowed except, at Sponsor’s sole discretion, where a prize of equal or comparable value may be substituted. The winner shall bear all risk of loss to their prize after being delivered/deposited. Sponsor is not responsible for any unclaimed, lost, stolen or funds withdrawn without permission after being deposited; nor will said prizes be replaced. If due to a printing, production, technical, human or other type of error, more than one (1) prize is claimed than is to be awarded for the random drawing, as noted above, the intended prize in question will be awarded in a random drawing from among all verified and validated prize claims received for the prize. In no event will more than the stated number of prizes for the random drawing will be awarded. All details of prizes not specified herein shall be determined solely by Sponsor. Prize winnings must be reported to the IRS when filing your tax returns, and winners are solely responsible for paying any federal or state income taxes associated with their prize.

**WINNER NOTIFICATION AND VERIFICATION:** Potential winner will be required to complete and return an Affidavit of Eligibility and Publicity/Liability Release (“**Affidavit**”) and a W-9 Tax form before being awarded a prize (collectively the “**Prize Forms**”). These Prize Forms must be returned within five (5) business days of prize notification date. Prize award is subject to verification of potential prize winner’s identity and eligibility to Sponsor’s satisfaction. In the event that the potential winner cannot be contacted, and prize notification is undeliverable or

if he/she fails to return the Prize Forms within the required timeframe, refuses the prize, or is disqualified for any reason, Sponsor will select an alternate potential winner in a random drawing from among all remaining eligible entries, if time permits, up to ten (10) alternates. If each of the alternate potential winners are disqualified, the applicable prize will not be awarded. No compensation will be given upon prize forfeiture.

**GENERAL CONDITIONS:** All materials submitted become the sole property of Broadview FCU and will not be returned. The Prize Forms are subject to verification by Broadview FCU. The awarding of the prize is contingent on individual's full compliance with these Official Rules, as determined by Broadview FCU in its sole discretion. Sponsor reserves the right to award fewer than the stated number of prizes if, in its sole discretion, it determines that it does not have a sufficient number of qualified entries for the Sweepstakes Entry Period. Acceptance of prize constitutes permission of the winner to allow Broadview FCU and its agencies to use winner's name, comments, city, state, voice, and/or likeness for purposes of advertising, trade and/or publicity without further compensation in all media now known or hereafter discovered, worldwide and on the World Wide Web, without notice, review or approval, unless prohibited by law. If winner is a Broadview FCU member, they must be in good standing in accordance with the terms described in the Broadview FCU Account Disclosures and Agreements in order to receive the prize. In the event there is a discrepancy or inconsistency between disclosures, or other statements contained in any Sweepstakes materials or advertising materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern, and control.

Multiple entrants are not permitted to share the same email address. In the event of a dispute over the identity of the potential winner, the entry will be declared made by the authorized account holder of the email address submitted at the time of entry, and potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such email address. The authorized account holder is deemed as the natural person assigned to an email address by an Internet access provider, service provider, or other organization responsible for assigning email addresses or the domain associated with the submitted email address. It is the sole responsibility of the entrant to notify the Sponsor in writing if the entrant changes his or her email address after the Sweepstakes Entry Period has ended. All entries become the property of Sponsor and will not be returned to entrant. By participating in the Sweepstakes, all entrants agree to indemnify, release and hold harmless employees and volunteers, directors, officers, agents, successors and assigns of Sponsor (collectively "**Released Parties**"), from any injuries, losses, damages, claims and actions of any kind resulting from or arising from participation in the Sweepstakes or acceptance, possession, use, non-use or misuse of the prize. Broadview FCU, and its agents, as defined above as part of Released Parties, shall not be responsible for printing, typographical or other inadvertent errors in any Sweepstakes-related materials or other errors relating to or in connection with the Sweepstakes, including without limitation, errors which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of winner; or winner's paperwork to be processed that is lost, misdirected, delayed, undecipherable, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly for any reason, including any equipment, systems, networks, lines, satellites, servers, computer, telephone, paper transfer, or human error or electronic, computer, or telephonic malfunction or error. Winners will be required, as a condition of being awarded a prize, to grant the Sponsor the right to use their name, city, state, entry, image, likeness, voice, comments, prize information and biographical information, (collectively, the "**Attributes**") as well as exclusive, worldwide, perpetual, irrevocable, royalty-free, and any other rights entrant has in the winning entry, for advertising, publicity and promotion purposes in any media now known or hereafter devised without additional compensation, except where prohibited by law. Sponsor is not required to enter into correspondence with entrants, including via e-mail. Sponsor and all other Released Parties (as defined above) have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, with respect to any part of the prize, including, without limitation, as to such prize's quality or fitness for a particular purpose.

**CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL & CIVIL LAWS & SHOULD SUCH AN ATTEMPT BE MADE, BROADVIEW FCU RESERVES**

**THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** Broadview FCU’s failure to enforce any terms of these Official Rules shall not constitute a waiver of that or any other provision. Each entry must be manually key stroked and manually entered by the individual entrant. Any automated and/or electronic submission of entry (including but not limited to entries made using any script, macro, bot, or sweepstakes service) will be disqualified and transmissions from these or related email or IP addresses may be blocked. If, in Broadview FCU’s opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if computer virus, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Sweepstakes, Broadview FCU reserves the right at their sole discretion, to disqualify any individual who tampers with the entry process and void any entries submitted fraudulently, to modify or suspend the Sweepstakes, or to terminate the Sweepstakes and conduct a random drawing to award the prizes among all valid entries received as of the termination date. The Sponsor will not be responsible for acts of God, dangerous weather conditions, acts of terrorism, civil disturbances, pandemic virus, work stoppage or any other matters beyond the Sponsor's reasonable control (each a “**Force Majeure**” event) that may cause the cancellation or postponement of the Sweepstakes.

**PRIVACY & PERSONAL INFORMATION:** Personal information collected from entrants will be used by Broadview FCU only in a manner consistent with the consent given for the purpose of administering the Sweepstakes only. Broadview FCU shall not sell, share, or otherwise disclose personal information of entrants with third parties, other than to third parties engaged by Broadview FCU to fulfill the above purposes. Entrants are not required to opt-in to receive further communications from the Sponsor in order to participate in this Sweepstakes and opting in will not increase your chances of winning. In the event of any discrepancy between the privacy policy and these Official Rules, the privacy policy shall control and govern. To review Broadview FCU’s privacy policy please go to: <https://www.broadviewfcu.com/globalassets/bvfcu/pdfs/policies-and-disclosures/broadview-fcu-privacy-notice.pdf>.

**DISPUTES:** Except where prohibited, all issues and 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 Sweepstakes, shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

Except where prohibited, as a condition of participating in this Sweepstakes, each participant agrees that any and all disputes that cannot be resolved between the participant and any Released Party, claims and causes of action arising out of or connected with this Sweepstakes, or the prize awarded, or the determination of the winner must be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will a participant be permitted or entitled to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys’ fees, other than participant’s actual out-pocket expenses (if any), and participant further waives all rights to have damages multiplied or increased.

**COPY OF RULES:** For a copy of the Official Rules visit: <https://www.broadviewfcu.com/win>.

**WHO WON:** For the name of the winner, send a self-addressed, stamped envelope, no later than November 16, 2024, to: **Broadview FCU Win \$10,000 & Give \$10,000 Sweepstakes Winner**, 4 Winners Circle, Albany, NY 12205, Attn: Marketing.

**SPONSOR:** Broadview Federal Credit Union, Division of Broadview, 4 Winners Circle, Albany, NY 12205.

**OPT-OUT:** If you do not wish to receive future sweepstakes mailings from Broadview Federal Credit Union, please write to Sponsor at the address listed above.

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