

## **XCEL Federal Credit Union Drop In To Win Sweepstakes Rules**

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

**1. Eligibility:** This Sweepstakes is open only to those who register to win at the Rockefeller Center Branch located at 1221 Avenue of the Americas, New York, NY, 10020, and who are 18 years of age as of the date of entry. The Sweepstakes is only open to legal residents of United States and is void where prohibited by law. Employees of XCEL Federal Credit Union, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Void where prohibited.

**2. Agreement to Rules:** By participating, the Contestant ("You") agrees to be fully and unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of XCEL Federal Credit Union as final and binding as it relates to the content of this Sweepstakes.

**3. Sweepstakes Period:** Entries will be accepted starting on April 1, 2019 at 8:30 a.m. Eastern Standard Time ("EST") and ending April 30, 2019 at 4:30 P.M. EST.

**4. How to Enter:** The Sweepstakes must be entered by visiting the Rockefeller Center branch located at 1221 Avenue of the Americas, New York, NY, 10020. Each entry will require an individual to provide their name and phone number. The entry must fulfill all Sweepstakes requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of XCEL Federal Credit Union. You may enter only once. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of XCEL Federal Credit Union.

As an alternate method of entry, individuals may enter by mailing or delivering in person a 3"x5" card with their name, address, email and daytime and evening telephone numbers to be received at the following address no later than 5:00 P.M. EST on Tuesday, April 30, 2019: XCEL Federal Credit Union, 1221 Avenue of the Americas, New York, NY 10020.

**5. Prizes:** The Winner of the Sweepstakes (the "Winner") will receive one (1) 500 dollar gift card. The specifics of the prize shall be solely determined by XCEL Federal Credit Union. No cash or other prize substitution shall be permitted except at XCEL Federal Credit Union's discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for XCEL Federal Credit Union to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

**6. Odds:** The odds of winning depend on the number of eligible entries received.

**7. Winner Selection and Notification:** Winner will be selected at random under the supervision of XCEL Federal Credit Union. Winner will be notified by a phone call within two (2) days following selection of Winner. XCEL Federal Credit Union shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, or fails to provide a mailing address, the prize may be forfeited, and an alternate Winner selected. Receipt by Winner of the prize offered in this Sweepstakes is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT XCEL FEDERAL CREDIT UNION'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

**8. Claiming Prize:** Winner will be notified via phone and will be asked for their mailing address, and XCEL Federal Credit Union will provide the gift card via FedEx to the winner's mailing address.

**9. Rights Granted by You:** By entering this sweepstakes, you understand and agree that XCEL Federal Credit Union, anyone acting on behalf of XCEL Federal Credit Union, and XCEL Federal Credit Union's licensees, successors and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Sweepstakes and biographical information for news, publicity, information, trade, advertising, public relations and promotional purposes without any further compensation, notice, review, or consent.

**10. Terms & Conditions:** XCEL Federal Credit Union reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes should virus, bug, non-authorized human intervention, fraud or other cause beyond XCEL Federal Credit Union's control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, XCEL Federal Credit Union may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by XCEL Federal Credit Union. XCEL Federal Credit Union reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website or violates these Terms & Conditions. XCEL Federal Credit Union has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Sweepstakes rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws. Should such attempt be made, XCEL Federal Credit Union reserves the right to seek damages to the fullest extent permitted by law.

**11. Limitation of Liability:** By entering, You agree to release and hold harmless XCEL Federal Credit Union and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or

indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Sweepstakes and/or his/her acceptance, possession, use or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

**12. Disputes:** THIS Sweepstakes IS GOVERNED BY THE LAWS OF THE UNITED STATES AND NEW YORK AND NEW JERSEY, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in New Jersey having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes). Participant further waives all rights to have damages multiplied or increased.

**13. Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the XCEL Federal Credit Union website. To read the Privacy Policy, click [here](#).

**14. Winners List:** To obtain a copy of the Winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: XCEL Federal Credit Union, 1460 Broad Street, Bloomfield, NJ 07003.

**15. Sponsor:** The Sponsor of the Sweepstakes is XCEL Federal Credit Union, 1460 Broad Street, Bloomfield, NJ 07003.