



“2021 Educator’s Tour to the French Riviera or to U.S. National Parks”

Contest Rules

Open to member-owners of East County Schools Federal Credit Union

No purchase necessary to enter or win.

All East County Schools Federal Credit Union member-owners are eligible to complete the Survey in order to secure one (1) entry into this ECSFCU Grand Prize Drawing. East County Schools Federal Credit Union member-owners that have an ECSFCU Checking Account as of February 8, 2021 will receive four (4) additional entries into this Grand Prize Drawing. An additional five (5) entries for this Grand Prize Drawing will be awarded to any qualified entrant that has an outstanding ECSFCU loan balance of \$10,000.00 or more as of February 8, 2021.

1. ELIGIBILITY

This "Promotion" is offered and open only to Member-owners of East County Schools Federal Credit Union that are 18 years of age or older at the time of entry. Employees, directors and volunteers of ECSFCU, affiliated and subsidiary companies, advertising and promotion agencies, legal advisors, and the immediate family or members of the households of such employees, directors and volunteers are not eligible. By entering, you agree to these Official Rules and the decisions of ECSFCU, which are final and binding in all respects.

Void where prohibited by law.

2. PROMOTIONAL PERIOD

Promotional period begins on January 4, 2021 at 5:00 a.m. Pacific Time (PT), and ends on February 8, 2021 at 11:59:59 p.m. PT ("Promotional Period"). The Promotional Period shall consist of consecutive 24-hour periods (each a "Day") commencing as of 5:00 a.m. PT each day and ending on the following day at 4:59:59 a.m. PT, except that the final Day of the Promotional Period shall end at 11:59 p.m. PT. ECSFCU reserves the right to terminate the promotion by giving notice during any calendar month, deemed appropriate by ECSFCU, in which case the Promotion will terminate on the date established in the notice. The Grand Prize will nevertheless be awarded as stated below in the event of any early termination based upon all entries received prior to the moment of termination.

3. ENTRY

There are 2 ways to enter:

Online Method: To enter the Grand Prize Drawing by means of the Internet, complete the survey form from the link on www.EastCountySchools.org/EducatorTours.

The number of entries earned for various activities or actions are specified in a manner determined by ECSFCU. ECSFCU reserves the right to offer additional methods of entry from time to time during the Promotional Period. The number of entries for any activity or action may be changed by ECSFCU at any time in its sole discretion.

In-Branch: To enter the Grand Prize Drawing by means of the in-branch registration, come in to our El Cajon Main branch at 1069 Graves Avenue #100, El Cajon, CA 92021. Complete the Survey form by filling out your full name, date of birth, primary telephone number (including area code), email address, and any other requested fields and follow the other instructions set forth in the branch.

Unless otherwise specified in writing on the web site, any other attempt at online or in-branch entry is void.

Entrants may not enter with multiple email and/or multiple identities nor may entrants use any other device or artifice to obtain more than the maximum number of entries (10). Any entrant who attempts to participate with multiple email and/or multiple identities or uses any device or artifice to obtain more than the maximum number of entries may be disqualified. ECSFCU reserves the right to increase or decrease the maximum number of entries permitted throughout this contest. Any such increase, decrease will be announced, in a manner deemed appropriate by ECSFCU in which case the increase, decrease will become effective on the first day following the date on which notice is given. ECSFCU shall, however, be under no obligation to make any such increase, decrease.

No participant can receive more than the maximum number of permitted entries for the Promotional Period, which number shall be 10.

4. DRAWING

One (1) Grand Prize Winner will be selected by random drawing from all eligible entries received. ECSFCU may at its sole discretion conduct one or more random interim drawing(s) at the conclusion of the Promotional Period. Drawing(s) for the Grand Prize will take place on or about February 10, 2021 @ 10:00 am. The drawings for one (1) \$100 Visa Gift Card will take place on or about February 10, 2021 @ 10:00 am. Drawings will be conducted under the supervision of ECSFCU. Once the Grand Prize Winner has been selected, the amount of the Grand Prize shall be determined as described in Section 5 of these Rules.

To be declared a Winner, you do not need to be present at the drawing.

5. PRIZE/ODDS

(1) Grand Prize: There will be one Grand Prize awarded for the entire Promotional Period. The Grand Prize winner will receive a reservation for the winner's choice of the "2021 Educator's Tour to the French Riviera", departing on July 10, 2021 and returning July 18, 2021 or the "2021 Educator's Tour to U.S. National Parks", departing July 18, 2021 and returning July 25, 2021. These tours are organized by the San Diego East County Chamber of Commerce and East County Schools Federal Credit Union to include round trip airfare, hotel lodging, ground transportation, selected meals, and entrance to scheduled historic and cultural sites as described in the 2021 Educator's Tour "Spotlight on the French Riviera" brochure or "Discover America's Cowboy Country" brochure (see website for trip details). Odds of winning

the Grand Prize depends on the number of eligible entries received for that drawing. ECSFCU reserves the right at its sole discretion to provide the winner with a substitute Grand Prize or other prize of equal or greater value. Such Qualified Prize Option could be subject to the requirements of section 451(h) of Title 26 of the U.S. Code. Further, if the winner elects the Grand Prize, the winner agrees to release ECSFCU from all liability and responsibility for payments of the prize.

No assignment, transfer or substitution of prize is permitted. ECSFCU has reserved one (1) additional seat to be used by the "Grand Prize Winner". Any individual contest winner who wishes to take one (1) or more companions on this trip will do so at their sole expense (\$3,999 for the French Riviera or \$3,499 for the U.S. National Parks tour – double occupancy – rates guaranteed through March 1, 2021), may do so by providing a deposit made payable to the San Diego East County Chamber of Commerce, and delivered to Steve Devan, President & CEO of East County Schools Federal Credit Union, no later than 4:00 pm on March 1, 2021. Said delivery to be at the ECSFCU Branch Office at 1069 Graves Avenue, El Cajon, CA 92021.

Unless you previously declined to attend the "2021 Educator's Tour to the French Riviera or the 2021 Educator's Tour to U.S. National Parks" and selected only to be in the drawing for the \$100.00 Visa Gift Card (second prize drawing), your entry is your promise to attend this trip should your entry be selected.

Taxes are the sole responsibility of winner.

6. GENERAL CONDITIONS

Winners must complete, execute and return an Affidavit of Eligibility, a Liability Release, and where lawful, a Publicity Release within 7 days of notification. Failure to timely return documents, or if prize notification or prize is returned as non-deliverable, or if winner is found not to be in compliance with these Official Rules or otherwise ineligible, may result in disqualification with an alternate winner selected.

Where permitted by law, winners grant to ECSFCU, and those acting pursuant to its direction or control, (and agree to confirm such grant in writing upon request), the right to print, publish, broadcast and use, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, the winner's name, portrait, picture, voice, likeness and biographical information as news or information and for advertising, trade and promotional purposes without additional consideration and without notification, review or approval.

Participants release and agree to hold harmless ECSFCU, affiliates, subsidiaries, advertising and promotion agencies and their respective directors, officers, employees, representatives and agents from any and all liability for any injuries, loss or damage of any kind to person, including death, and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of the Grand Prize or any other prizes, participation in this Grand Prize Drawing, or participation in any of this Grand Prize Drawing'-related activity.

ECSFCU reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Grand Prize Drawing or web site; to be in violation of the Terms of Service of the website; to be acting in violation of the Official Rules; to be acting in a non-

sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

Any use of robotic, automatic, macro, programmed or like entry methods will void all such entries by such methods and persons using any such methods will be disqualified.

If for any reason this Grand Prize Drawing is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of ECSFCU, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Grand Prize Drawing, ECSFCU reserves the right to cancel, terminate, modify or suspend the Grand Prize Drawing and conduct a random drawing to award the Grand Prizes using all eligible non-suspect entries received as of the termination date. If the Grand Prize Drawing is terminated due to tampering or technical difficulties prior to its expiration date, notice will be posted at each branch and ECSFCU's web site.

Any attempt to deliberately damage any web site or undermine the legitimate operation of the grand prize drawing is a violation of criminal and civil laws and should such an attempt be made, ECSFCU reserves the right to seek damages or other remedies from those responsible to the fullest extent permitted by law.

7. LIMITATIONS OF LIABILITY

ECSFCU is not responsible for late, lost, illegible, misdirected, stolen, undelivered, separated, or postage due entries or mail, and ECSFCU assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to its web sites. ECSFCU is not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, computer equipment, software, failure of any e-mail or entry to be received by ECSFCU on account of technical problems, human error or traffic congestion on the internet or at any web site, or any combination thereof.

ECSFCU is not responsible for any incorrect or incorrect capture of information or the failure to capture such information, whether caused by web site users, tampering or hacking, or by any of the equipment or programming associated with or utilized in the grand prize drawing. ECSFCU is not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this grand prize drawing or downloading materials from or use of the web site.

In no event will ECSFCU, or affiliates, subsidiaries and related companies, their advertising or promotion agencies or their respective officers, directors, employees, representatives and agents, be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising out of your participation in this promotion, access to and use of ECSFCU's internet site or the downloading from and/or printing material downloaded from said site. Without limiting the foregoing, everything on this site and in this promotion is provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied

warranties so some of the above limitations or exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding these limitations or exclusions.

8. ARBITRATION AND DISPUTES

As a condition of participating in this Promotion, participant agrees that any and all disputes which cannot be resolved between the parties, claims and causes of action arising out of or connected with this Promotion, or any prizes awarded, or the determination of winners shall be resolved individually, without resort to any form of class action exclusively by arbitration pursuant to the commercial arbitration rules of the American Arbitration Association, then effective. Further, in any such dispute, under no circumstances will participant be permitted 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-of-pocket expenses (i.e., costs associated with entering this Promotion), and participant further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant and ECSFCU in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of California, U.S.A., without giving effect to the conflict of laws rules thereof, and all proceedings shall take place in that State in the City of San Diego, County of San Diego.

In the event of a dispute as to the identity of a winner based on an e-mail address, the winning entry will be declared made by the authorized account holder of the e-mail address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

9. WINNERS LIST

The prize winners will be notified via telephone on or about February 10, 2021. Names of all the prize winners will be posted at <https://www.EastCountySchools.org>. For a copy of the names of all prize winners, write ECSFCU at 1069 Graves Avenue #100, El Cajon, CA 92021.