

## PENN EAST FEDERAL CREDIT UNION'S MILINDA PROJECT FIRST RESPONDER AWARD OFFICIAL CONTEST RULES

## NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW.

## OFFERED ONLY TO LEGAL RESIDENTS OF PENNSYLVANIA, AGE 18 OR OLDER.

The Milinda Project First Responder Award Contest is a contest that will award a first responder providing service to Lackawanna, Luzerne, Wayne, or Wyoming counties in Pennsylvania. The initiative honors the bravery and selflessness of our first responders, and we will grant \$2,500 USD to one (1) exceptional individual who have made a significant impact in our community. Here are the official Contest rules:

- 1. **ENTRY PERIOD**: Penn East Federal Credit Union's Milinda Project First Responder Award Contest (the "Contest") is sponsored by Penn East Federal Credit Union (hereinafter, the "Sponsor"). The Contest begins at 12:00:00 AM EST on December 2, 2024 and ends at 11:59:59 PM EST on December 20, 2024 ("Entry Period").
- 2. CONTEST ELIGIBILITY: The Contest is open only to legal residents of Pennsylvania who are 18 years of age or older as of the date of entry, and a current first responder (such as a police officer, fire fighter, or emergency medical technician) serving in Lackawanna, Luzerne, Wayne, or Wyoming counties. The following persons are not eligible to participate in the Contest: Sponsor; any of Sponsor's parents, subsidiaries, affiliates, or advertising and promotion agencies; and any employee, officer, director, representative or agent of any of the foregoing persons and the immediate family members (spouses, partners, parents,

parents-in-law, siblings, children, grandchildren, nephews, and nieces, regardless of where they live) or members of the same households (whether related or not) of such individuals. Void where prohibited or restricted by law. Sponsor may verify eligibility at any time. The Sponsor will make any determinations of eligibility. Sponsor's decision as to eligibility is final.

**3. TO PARTICIPATE:** Members of the public can nominate an eligible first responder into the Contest by completing the online Contest entry form located at:

https://penneastfcu.org/milinda-project-fr/

Alternatively, members of the public can visit the following link, print and complete the Contest entry form, and mail it to the following address:

https://penneastfcu.org/milinda-project-fr/

Penn East Federal Credit Union, 851 Commerce Blvd, Dickson City, PA 18519.

Nominations will be limited to the first one hundred (100) nominations received. No further nominations will be accepted.

All the required information must be completed in the Contest online entry form. This includes but is not limited to, nominee's contributions, impact, any supporting documents, testimonials, and contact information. Nominations must be submitted on behalf of another person. Self nominations will not be accepted. Nominations may only be submitted in the name of a single first responder; group nominations are not acceptable. All information included in the nomination must be true and shall not contain any proprietary or confidential information. False or deceptive nominations or acts may render a nominee ineligible. All nominations and the corresponding information become the property of Sponsor and will not be returned. Sponsor reserves the right to edit the nomination as Sponsor sees fit for use in promotional materials. By submitting a nomination, you agree to grant Sponsor the right without obligation, unless prohibited by law, to use the contents of your nomination, as well your name, likeness, voice, picture, and the nominee's name, likeness, voice, and picture, without compensation for the purpose of advertising and publicizing all matters related to the Contest and/or Sponsor in any medium. There is no monetary cost to enter the Contest. No purchase is required.

Entries must be received by Sponsor no later than 11:59:59 PM EST on December 20, 2024, or before one hundred (100) nominations have been received — whichever occurs first. Any attempt by a person to use multiple identities, fraudulent transactions, or cancelled transactions to gain more entries than permitted by these Official Rules shall result in disqualification in Sponsor's sole discretion. By participating, entrants warrant and represent that they agree to be bound by these Official Rules and the final decisions of the Sponsor. Entry information becomes the exclusive property of Sponsor upon submission. Proof of submission of entry does not constitute proof of receipt of entry.

**4. CRITERIA FOR CONTEST WINNERS:** On or about December 21, 2024, Sponsor will appoint a selection committee comprising of Sponsor's staff and representatives (the "Committee"). The Committee will judge the nominations based on the following criteria: (1) impact (2) the length of service, (3) acts of bravery, and (4) overall reputation. These four

- (4) criteria are to mean: (1) impact on community: the services the nominee provided and how many individuals they impacted, (2) length of service: how many years has the nominee been serving the community, (3) acts of bravery: the risks the nominee has endured to protect others in dangerous situations to save lives and prevent harm, and responding to emergencies, and (4) overall reputation: professionalism, leadership, and dedication to service. The Committee will apply the foregoing criteria and select one (1) winner in its sole discretion. Nominees will be judged solely upon the incorporation of the four (4) criteria set forth above, as compared with other eligible nominees received during the Entry Period. In the event of a tie, the tie will be broken by Committee's assessment of criteria (2), the length of service performed by the nominee. If more than one (1) nomination is received for a first responder, Committee in its sole discretion may consider any or all nominations for that first responder in its judging.
- **5. PRIZE:** The Contest winner will receive a \$2,500 cash prize that will be deposited into a Penn East Federal Credit Union savings account opened in the winner's name (collectively, the "Prize"). The Prize will be procured, administered, and distributed by Sponsor. The total maximum retail value of the Prize is \$2,500 USD. Actual value may vary based on shipping and handling. The winner will not receive cash value or any other form of compensation. No prize transfer. No other prize substitution, except at Sponsor sole discretion due to unavailability, in which case a prize of comparable or greater value will be awarded. All taxes (including without limitation Federal, state and local taxes) in connection with the Prize, and the reporting consequence thereof, are the sole responsibility of the winner. Prize winner shall sign and return an IRS W-9 form within the time period specified by Sponsor, and such winner will receive an IRS Form 1099 issued in his/her name for the actual value of prizes received if required by law.
- 6. WINNER NOTIFICATION/VERIFICATION/ADDITIONAL PRIZE RESTRICTIONS: The potential winner will be notified by phone within twenty-eight (28) days following the selection and announcement of the winner, to verify his/her eligibility and ability to accept the Prize. If such a potential winner is not available or if there is no answer at the time any phone call is made, a message will be left, if possible. Any such phone call or voice message will instruct the potential winner to call a specified telephone number or reply by email within seven (7) days (measured in the local time zone) after the time that the notification message was left. Potential winner must complete, electronically sign, and submit a Declaration of Compliance and IRS form W9 within seven (7) days of the date notice or attempted notice is sent, in order to claim his/her prize. Potential Winner must reply as instructed to identify him/herself, confirm his/her eligibility and ability to accept the Prize, and provide his/her complete contact information within such time period, or he/she will be disqualified. In Sponsor's sole discretion, a potential winner may only be notified one time as set forth above for attempted prize notification. If the potential winner does not respond within the seven (7) day time period, Sponsor reserves the right to award the Prize to another potential winner by way of applying the criteria to the eligible entries. Proof of identity, age, and legal residence may be required to claim the Prize. Any winner or potential winner may be disqualified in Sponsor's sole discretion if: (a) he/she fails to provide any required information or properly completed documents within the required time period; (b) he/she fails to comply with any of the terms of these Official Rules; or (c) if any Prize or prize notification is returned as undeliverable, any phone call or voice message left is not timely returned, or any forms sent to potential winner are not timely returned as

instructed. In the event of disqualification of a winner or potential winner, at Sponsor's sole discretion the Prize may be awarded to an alternate winner (or runner up) selected from among the remaining applicable eligible entries via the means of winner determination described herein, pending verification of eligibility. All prizes will be awarded. No responsibility is assumed by Sponsor for any incorrect or missing postal address, email address or phone number associated with an entry, or any change of address, email or phone number of entrant after entry submission. Sponsor will determine any prize details not specified in its sole discretion. Sponsor will not replace any lost, damaged or stolen prizes. Prizes are awarded as-is and without warranty of any kind, implied or express. Sponsor will deliver the prize by opening a Penn East Federal Credit Union savings account in the winner's name. Sponsor will hold all winning entries for at least sixty (60) days following the completion of the Contest schedule.

- 7. WARRANTIES AND REPRESENTATIONS: By participating, entrants warrant and represent that they agree to be bound by these Official Rules and the final decisions of the Sponsor. You represent and warrant that you own or otherwise control all of the rights to the content/deposit(s) that you post; that the content/deposit is/are accurate; that use of the content/deposit(s) you supply/submit does/do not violate the Official Contest Rules or any intellectual property rights of a third party and will not cause injury to any person or entity; and that you will indemnify Sponsor, its related entities and its affiliates for all claims resulting from content/deposits you supply and/or submit. Entrants further grant Sponsor and its affiliates and sublicensees the right to use the name that you submit in connection with such content, if they choose. Sponsor has the right to remove or delete any submission, or any part of any submission, if the submission (or any part thereof) contains false, untrue, obscene, or indecent statements or material or if the submission (or any part thereof) violates any applicable law, as determined in their sole discretion.
- 8. GENERAL CONDITIONS: Sponsor, Facebook, Instagram, X, their parents, subsidiaries, affiliates, advertising and promotion agencies, or any wholesalers, retailers, importers, or distributors together with the employees, officers, directors, and agents of each (aforementioned individuals and organizations collectively, the "Releasees") are not responsible and shall not be liable for: [a] failures or malfunctions of phones (including wireless phones/handsets), phone lines or telephone systems or other communications malfunctions; cellular equipment towers, telephone systems or wireless services; [b] interrupted or unavailable network, server or other connections including those through and/or by the Contest Page; [c] electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind, including without limitation, server malfunction or by any human error which may occur in the processing of entries; [d] failed, garbled, lost, misrouted or scrambled transmissions; [e] any error, omission, interruption, defect or delay in any transmission or communication or other errors or problems of any kind whether mechanical, human, technical, electronic, cellular telephone related or otherwise; [f] traffic congestion on the Internet or for any technical problem, including but not limited to any injury or damage to entrant's or any other person's computer or wireless phone/handset related to or resulting from participation in this Contest; [g] late, lost, incomplete, damaged, or misdirected entries, email messages, or postage-due mail; [h] any condition caused by events beyond the control of the Sponsor that may cause the Contest to be disrupted or corrupted; or [i] printing errors in Contest / advertising materials. By entering and participating, entrants agree to: [a] abide by these Official Rules and by the decisions of Sponsor, whose decisions are final and binding on all matters pertaining to

this Contest; [b] the use of their names, photographs, testimonials or other likeness and/or prize information or personal exposition (and/or any edited portion thereof) by Sponsor and its designee(s) for promotional, advertising and/or publicity purposes in any media, now or hereafter known throughout the universe in perpetuity, including but not limited to the posting of their names on the Contest Page, without compensation or notice to, or further consent of, the winner to the extent permitted by law; and [c] to release, discharge and hold harmless the Releasees from any and all injuries, liability, losses and damages of any kind resulting from their participation in the Contest or their acceptance, use or misuse of any prize awarded in this Contest, including, without limitation, personal injury, death and property damage. Failure to comply with the Official Rules may result in disqualification at Sponsor's sole discretion and selection of an alternate winner. All federal, state and local laws and regulations apply. CAUTION: ANY ATTEMPT BY A CONTEST ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND ITS DESIGNEES RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH CONTEST ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW. Internet entry must be made by the entrant only at the authorized Contest Page <a href="https://penneastfcu.org/milinda-project-">https://penneastfcu.org/milinda-project-</a> fr/ by completing the online entry form or through the Entry Methods listed above. Entries may not be made by any other individual or any entity, and/or originate at any unauthorized Internet web site or email address, including, but not limited to, commercial Contest subscription notification and/or entering service sites. Any potential winner who entered by any of the prohibited methods described above will be disqualified and an alternate winner will be selected. In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed to be submitted by the "authorized account holder" associated with the email account at the time of entry, who must comply with these Official Rules. Potential winner may be required to provide evidence (to the Sponsor's satisfaction) that they are the authorized account holder of the email address associated with a winning entry. The authorized account holder is defined as the natural person who is assigned an email address by an Internet access provider, an online service provider, or another organization that is responsible for assigning email addresses or the domain associated with the submitted email address. In the event a dispute regarding the identity of the person who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or any associated web site; to be acting in violation of the Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. If, for any reason, the Contest is not capable of running as planned by reason of damage by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical limitations or failures, strikes, industry conditions, bankruptcy or liquidation, marketplace demands, applicable law, unforeseen obstacles, or any other causes which, in the sole opinion of Sponsor, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the Contest, Sponsor reserves the right in its sole and absolute discretion to cancel, terminate, modify, or suspend all or any part of the Contest, and to select the applicable winner(s) from among the applicable eligible, non-suspect entries received up to the time of such cancellation, termination, modification, or suspension, as applicable, or to proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion.

IN NO EVENT WILL SPONSOR, FACEBOOK, INSTAGRAM, X, THEIR LICENSEES AND/OR THEIR PARENTS, 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 ACCESS TO AND USE OF THE CONTEST PAGE OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE CONTEST PAGE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE CONTEST PAGE 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 NONINFRINGEMENT. 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 CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

- 9. GOVERNING LAW: Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Pennsylvania. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Pennsylvania, without giving effect to any choice of law or conflict of law rules (whether of the State of Pennsylvania or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Pennsylvania. Under no circumstances will participant be permitted to obtain awards for, and waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, and participant further waives all rights to have damages multiplied or increased.
- **10. PRIVACY:** Information submitted in connection with the Contest will be treated in accordance with these Official Contest Rules and the Sponsor's Privacy Policy located at: <a href="https://penneastfcu.org/privacy-policy/">https://penneastfcu.org/privacy-policy/</a>.
- 11. SEVERABILITY/HEADINGS: If any provision of these Official Rules is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Official Rules and shall not affect the validity and enforceability of any remaining provisions. Headings and captions are used in these Official Rules solely for convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.
- 12. WINNER LIST: The name, city and state of the winner can be requested from Sponsor for approximately sixty (60) days beginning on or about January 17, 2025. For a list of the winners of the Contest or for a copy of these Official Contest Rules, mail a self-addressed stamped envelope for receipt by March 18, 2025, to Sponsor at the below address.

Sponsor: Penn East Federal Credit Union, 851 Commerce Blvd, Dickson City, PA 18519.

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