UNIVERSITY CREDIT UNION
HALF-COURT SHOT FOR LMU TUITION ON 02-16-2023
SWEEPSTAKES OFFICIAL RULES

(1) **NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES IS SUBJECT TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND IS VOID WHERE PROHIBITED BY LAW. BY ENTERING THE SWEEPSTAKES, EACH ENTRANT AGREES TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF UNIVERSITY CREDIT UNION, WHICH ARE FINAL WITH RESPECT TO ALL MATTERS RELATING TO THE SWEEPSTAKES.**

(2) **CONSUMER DISCLOSURE:** Odds of winning are based upon the number of eligible entries received. Based upon the Credit Union's estimate of 5,000 entries, odds of winning the Grand Prize are: 1 in 5,000.

(3) **SPONSOR:** University Credit Union ("UCU") is the sponsor of the Sweepstakes. UCU's business address is 1500 S. Sepulveda Boulevard, Los Angeles, California 90025.

(4) **ELIGIBILITY:** The Half-Court Shot for LMU Tuition Sweepstakes ("Sweepstakes") is only open to legal residents of the United States, US Territories, and the District of Columbia, eighteen (18) years of age or older and who are enrolled as full-time students at LMU, Los Angeles, California ("LMU") in an undergraduate program taking at least 12 units ("Entrant") as of the date of entry.

The Sweepstakes is NOT open to the following persons:
(a) Current or former semi-professional, professional or Olympic-level basketball players who have competed at that level anywhere in the world at any time;
(b) Current or former collegiate/university basketball players who have competed at that level anywhere in the world within the past five (5) years;
(c) Current or former provincial or national team players who have competed at that level anywhere in the world within the past five (5) years; or
(d) Current or former basketball coaches who have coached at the high school, college, semi-professional, professional or Olympic level within the past five (5) years.

Employees and the immediate family members (including those with whom they are domiciled) of UCU, LMU, and if another entity, such as Van Wagner Sports and Entertainment, and each of their respective parents, subsidiaries, affiliates, directors, owners, officers, shareholders and agents, are also not eligible to participate in the Sweepstakes.

(5) **HOW TO ENTER:** Sweepstakes begin on 11/21/2022 and ends on 02/14/2023. Sweepstakes entries will be accepted only at LMU sporting events on the dates, times and addresses listed below, at LMU and online where sign-ups are happening.

Entrants will be required to complete the Sweepstakes Entry Form with his/her name, address, daytime telephone number and email address. To enter the sweepstakes online, beginning on 11/21/2022 at 9:00 am PST through 02/14/2023 at 12:00 pm PST, all eligible persons may enter by visiting www.ucu.org and completing and submitting the entry by following the on-screen instructions. Online entrants must have a valid e-mail address and it is entrant's responsibility to update the UCU of any change in their e-mail address. Online entries using macro, robotic, script or other forms of automatic entry will be disqualified. Proof of submission does not constitute proof of receipt.

All other eligible persons may enter by legibly printing their name, address, daytime telephone and email address on a 3" x 5" card and submitting it in-person to our Main branch or by mailing it in a #10 stamped envelope to: University Credit Union, "Half-Court Shot for LMU Tuition Sweepstakes" 1500 S. Sepulveda Blvd., Los Angeles, CA 90025. Attention: Engagement Dept.

Limit one (1) mailed-in entry per member. If UCU discovers (using any evidence or other information made available to, or otherwise discovered by, UCU) that any person has attempted to enter the Sweepstakes more than once or has used (or attempted to use) multiple names, identities, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s) to enter, otherwise participate in, or disrupt the Sweepstakes, he/she may be disqualified from the Sweepstakes, and any future contests sponsored by UCU, in UCU's sole discretion.

If a write-in entry form or card is drawn, but judges are unable to determine the winner because of illegible writing, that entry form or card will be disqualified. No copies, mechanical reproductions, or metered mail accepted. Mail-in entries must be received by

02/14/2023. Proof of mailing does not constitute proof of delivery. UCU is not responsible for lost, late, stolen, incomplete, inaccurate, undelivered, delayed, misdirected, damaged, postage-due, or illegible entries or mail. Once submitted, entries become the sole property of UCU and will not be acknowledged or returned.

(6) **PRIZEWINNER SELECTION:** Within twenty-four (24) hours of game day tip-off time up to (5) prizewinners will be chosen randomly from all eligible entries received and such prizewinners will be notified by phone/email at the telephone number or email address on the selected Entrant's Sweepstakes Entry Form or through the online sweepstakes entry process. A maximum of three (3) attempts will be made to contact each selected Entrant during the twenty-four (24) hours following his/her selection by UCU. If a selected Entrant cannot be contacted or fails to respond prior to two (2) hours before tip-off, they will be considered to have forfeited their prize and will be disqualified and another Entrant may be selected, in the sole discretion of UCU, from the remaining eligible entries until such time as contact is made with an Entrant or there are no more eligible entries, or there is insufficient time to permit the awarding of a prize, whichever comes first.

Each of the up to five (5) prizewinners will be invited to attend the LMU vs. Gonzaga University basketball game on 02/16/2023, at which time one (1) prizewinner will be randomly selected to compete in the half-court shot contest (described below). In the event a prizewinner cannot be contacted, is deemed ineligible by UCU, or declines the prize, another prizewinner will be selected from the same entries based on the same criteria set forth in these Official Rules. If any Entrant is not in attendance at the LMU vs. Gonzaga University basketball game on 02/16/2023 at dates, times, and locations specified, he/she will be disqualified.

Prizewinner will be required to complete an Affidavit of Eligibility, Liability and Publicity Release Agreement and return same, properly executed, prior to attempting the shot. Failure to return signed Affidavit of Eligibility, Liability and Publicity Release Agreement may result in forfeiture of prize.

(7) **SWEEPSTAKES PRIZE:** Up to five (5) prizewinners will each receive the following prize:

- $100 Visa gift card.
- During half-time at the LMU vs. Gonzaga University game on 02/16/2023, one of the up to five (5) prizewinners will be randomly selected to participate in the University Credit Union Half-Court Shot for LMU Tuition for the Grand Prize, in full compliance with these Official Rules.
    - If the prizewinner is successful in their attempt to complete the half-court shot ("Half-Court Shot") in accordance with the Half-Court Shot Rules outlined below, they will be eligible to win the Grand Prize, which is tuition of twenty-five thousand dollars ($25,000.00).
    - If prizewinner is not successful in their attempt to complete the Half-Court Shot in accordance with the Half-Court Shot Rules, he or she will receive a $100 Visa gift card.

HALF-COURT SHOT RULES:

- The Prizewinner (for purposes of these Half-Court Shot Rules, the "Participant") will be given only one (1) chance to throw/shoot a regulation size basketball through a regulation size basketball hoop from a minimum distance of half-court during the half-time intermission at the LMU vs. Gonzaga University basketball game on 02/16/2023.
- Participant is not permitted, under any circumstances, to transfer his/her participation in the Half-Court Shot to another individual.
- Participant must show valid photo identification immediately prior to the Half-Court Shot confirming that he/she is the prizewinner, is over the age of majority, and is a legal residents of the United States, US Territories, and the District of Columbia.
- Participant will not be permitted any practice, second chances, or warm-up shots up on the court at any time on or before the date of the game. Failure or disregard of any of the above shall render the Sweepstakes null and void and no prize award shall be made. For the purpose of clarity, bouncing the basketball prior to an attempt is not considered a practice, second chance or warm-up shot.
- The basketball must be shot with both feet behind the Half-Court Line and must completely pass through the basketball hoop in order to be considered a winning attempt. The basketball MUST travel directly from Participant at the specified distance and pass completely through the hoop without first bouncing or making contact with any other physical apparatus/materials other than the backboard or the basket hoop. No part of Participant's body or clothing may come in contact with the demarcation line prior to releasing the ball.

- If a foot fault occurs (as outlined below), the Half-Court Shot attempt will be deemed unsuccessful and Participant will not get an additional attempt. For the purposes of these Official Rules, a "Foot Fault" means Participant's foot has crossed the Half-Court line before releasing the basketball during the Half-Court Shot attempt.
- No aid will be given to Participant during the Half-Court Shot attempt.
- To be considered a "winning" shot, the ball must enter the designated basketball hoop. A shot ball that bounces, deflects or otherwise comes in contact with any object, person or surface (other than the backboard or rim), prior to entering the hoop is automatically disqualified and is not eligible to be a winning attempt. Once the ball makes contact with any object, person or surface (other than the backboard or rim), the ball will not constitute a winning shot under any circumstances and Participant will not get an additional attempt.

In the event that Participant successfully attempts the "winning shot" described above, he/she will not be officially declared the Grand Prize Winner until such time as: (a) UCU has confirmed Participant's compliance with these Official Rules (including a review of videotape footage of Participant's shot); and (b) he/she executes such Affidavit of Eligibility, Liability and Publicity Release Agreement prior to the shot as required by UCU and the Grand Prize underwriter, Interactive Promotions, Insured Creativity Specialty Brokers, failure of which shall result in forfeiture of the Grand Prize.

Each prize outlined above must be accepted as awarded, without substitution, and is not transferrable, refundable, for resale or, where applicable, convertible to cash. UCU reserves the right, in the event that a prize, or any component of a prize, cannot be awarded as described herein for any reason, to substitute the same for another prize or component of equal or greater value, without notice or liability. In the event that a substitute prize is awarded, such prize must be accepted as awarded and cannot be exchanged for cash (where applicable), or otherwise.

(8) **TUITION AWARD:** The tuition Grand Prize amount of $25,000 is payable as follows:

(a) As tuition at LMU to cover up to four (4) consecutive years of college tuition, fees, books, supplies, equipment, related educational expenses and on-campus room and board to be awarded in the form of a check distributed to LMU on behalf of the prizewinner, who must meet the eligibility criteria set forth in these Official Rules; or

(b) To pay off student loans incurred to attend LMU for eligible costs (college tuition, fees, books, supplies, equipment, related educational expenses and on-campus room and board) in the form of a check distributed to the lending institution on behalf of the prizewinner; or

(c) A combination of (a) and (b) above in an amount not to exceed the prize amount.

All tuition/educational awards will be administered by LMU and UCU and are subject to the following and all other terms of these Official Rules. Awards are to be used for postsecondary education expenses at LMU Awards may be used to pay current educational expenses, student loans incurred in a previous academic year, or a combination of both. Payments applied to educational loans will be payable to the loan servicing company for the student. Grand Prize award may be used for current educational expenses until the expiration date of 12/31/2025, or until a degree is earned, whichever occurs first. Following completion of a degree program, the Grand Prize winner may opt to continue to pursue another degree level until the award expires.

ANY FUNDS NOT USED BY THE EXPIRATION DATE WILL BE FORFEITED AND RETURNED TO UCU.

(9) **INDEMNIFICATION:** By submitting an entry into this Sweepstakes, each Entrant confirms his or her understanding of and compliance with these Official Rules. Each Entrant, and his/her representatives, heirs, next of kin or assignees ("Entrant's Representatives"), hereby releases and holds UCU, LMU, other entity if applicable ex: Van Wagner Sports and Entertainment, and Insured Creativity Specialty Brokers (the "Released Parties") harmless from any and all liability for any injuries, loss or damage of any kind to Entrant, Entrant's Representatives or any other person, including personal injury, death or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of the prize(s), participation in the Sweepstakes, any breach of the Official Rules, or in any prize-related activity. Entrant and Entrant's Representatives agree to fully indemnify the Released Parties from any and all claims by third parties relating to the Sweepstakes, without limitation.

(10) **LIMITATION OF LIABILITY:** The Released Parties are not responsible for any loss or damage which may occur in connection with the Sweepstakes. Entrant agrees to hold the Released Parties harmless from any liability arising from participation in the Sweepstakes or the acceptance, use, misuse, or possession of any prize received in this Sweepstakes. The Released Parties and each of their officers, directors, employees, members, representatives and agents are not responsible for any negligence, claims, liability, injury, property loss, or other damages of Entrants and/or winners arising from, or in connection with, acceptance, use, misuse, or possession of any prize awarded or participation in this Sweepstakes. The Released Parties are not responsible for any

incorrect or inaccurate information, whether caused by tampering, hacking, or by any of the equipment or programming associated with the Sweepstakes. Prize(s) cannot be substituted, converted to cash, assigned, or transferred by winners. UCU reserves the right to substitute a prize of equal or greater value should the featured prize(s) become unavailable for any reason. UCU reserves the right to disqualify entrants who fail to follow these Official Rules or who make any misrepresentations relative to the Sweepstakes and redemption of a prize.

UCU is not responsible for lost, late, incomplete, inaccurate, undelivered, delayed or misdirected online entries. If there is a dispute as to the identity of an online entrant, the prize will be awarded to the authorized account holder of the e-mail address, provided the authorized account holder meets our eligibility criteria. The "authorized account holder" is defined as the natural person to whom the e-mail address is assigned by an Internet service provider, online 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. UCU is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by UCU on account of technical problems or traffic congestion on the Internet or at any Website or any combination thereof. If for any reason the Internet portion of the Sweepstakes program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, UCU reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes.

The UCU is not responsible for lost, late, incomplete, inaccurate, undelivered, delayed or misdirected online entries. If there is a dispute as to the identity of an online entrant, the prize will be awarded to the authorized account holder of the e-mail address, provided the authorized account holder meets our eligibility criteria. The "authorized account holder" is defined as the natural person to whom the e-mail address is assigned by an Internet service provider, online 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. UCU is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by UCU on account of technical problems or traffic congestion on the Internet or at any Website or any combination thereof. If for any reason the Internet portion of the Sweepstakes program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, UCU reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes.

(11) **SWEEPSTAKES ADMINISTRATION:** All decisions regarding the Sweepstakes remain with UCU. UCU reserves the right, in its sole discretion, to modify, cancel, suspend and/or terminate any or all parts of the Sweepstakes for any reason. UCU reserves the right, in its sole discretion, to disqualify any individual found to be in violation of these Official Rules. UCU reserves the right to refuse to accept a Sweepstakes Entry Form, a mailed-in entry form, from a person whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter. Any attempt to tamper with the entry process, interfere with these Official Rules, deliberately damage any website or undermine the administration, security or legitimate operation of the Sweepstakes, may be a violation of criminal and civil laws, and UCU reserves the right to seek damages and/or other relief (including reasonable attorneys' fees) from all persons responsible for such acts to the fullest extent permitted by law, which may include banning or disqualifying Entrants from this and future contests sponsored by UCU. In its sole determination, UCU may disqualify any person who acts in any manner to threaten or abuse or harass any person and to void all such person's associated entries. UCU reserves the right, in its sole discretion, to terminate or suspend the Sweepstakes should fraud, virus, bugs, or other reasons beyond the control of UCU corrupt the security, proper play or administration of the Sweepstakes.

(12) **TAX ISSUES:** There may be a tax liability to the prizewinner and the prizewinner should consult with a tax expert before deciding whether to accept any prize. UCU will report all prize winnings to the appropriate state and federal agencies as required by applicable law. Winners are responsible for all tax consequences (if any) of the prizes.

(13) **PUBLICITY RELEASE:** By accepting a prize, each Prizewinner grants to the Released Parties the right to use his/her name, biographical information, image, photos and/or likeness and statements for programming, promotion, trade, commercial, advertising and publicity purposes in connection with this Sweepstakes, at any time or times, in all media now known or hereafter

discovered, worldwide, including but not limited to on television, video, the World Wide Web and Internet, without notice, review or approval and without compensation, except where prohibited by law.

UCU respects your right to privacy. Personal information collected from Entrants will only be used by UCU to administer the Sweepstakes and, only if consent is affirmatively granted at the time of entry, to provide Entrants with information regarding upcoming promotions and/or events from UCU.

(14) **GOVERNING LAW:** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrant and UCU in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the State of California, USA, without regard to choice of law rules.

(15) **DISPUTES:** In this section, "you" refers to Entrant. You and UCU agree to attempt to informally settle any disputes arising out of or connected with this Sweepstakes or any prizes awarded. If that cannot be done, you and UC agree that upon the election of either you or UCU any claim or dispute arising out of or connected with this Sweepstakes will be resolved by **BINDING ARBITRATION** administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Mediation Procedures and Supplementary Procedures for Consumer-Related Disputes. As a result, you will GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under these Official Rules (EXCEPT for matters within SMALL CLAIMS COURT jurisdiction). You acknowledge that by agreeing to **BINDING ARBITRATION** you understand and agree to the following terms:
(a) Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You understand and agree that **YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY.**
(b) Arbitration proceedings provide you a **FAIR HEARING**, BUT the arbitration procedures are **SIMPLER AND MORE LIMITED** THAN RULES APPLICABLE IN COURT.
(c) Arbitration decisions are as enforceable as any court order and are subject to **VERY LIMITED REVIEW** BY A COURT.
(d) ARBITRATORS can award the same REMEDIES including DAMAGES that a COURT can award.
(e) Any ARBITRATION under these Official Rules **WILL BE ON AN INDIVIDUAL BASIS**. You understand and agree that **YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION**.
(f) The PLACE OF ARBITRATION shall be in the federal district WHERE YOU RESIDE.
(g) UCU WILL REIMBURSE YOU FOR ANY FILING, ADMINISTRATION, AND ARBITRATOR FEES as imposed by the American Arbitration Association. However, if the arbitrator determines that YOUR CLAIM IS **FRIVOLOUS, UNWARRANTED, OR BROUGHT FOR AN IMPROPER PURPOSE** (in accordance with the Federal Rules of Civil Procedure Section 11(b)) YOU WILL RETURN TO UCU ANY FILING, ADMINISTRATION, AND ARBITRATOR FEES UCU PAID.
(h) If YOU PREVAIL on the merits of your claim in arbitration, UCU WILL PAY YOUR ATTORNEYS' FEES. You will NOT be required to pay UCU's ATTORNEYS' FEES IF UCU PREVAILS.

FOR MORE DETAILS, check the American Arbitration Association's website, www.adr.org, OR call the American Arbitration Association's Customer Service telephone number at (800) 778-7879.

(16) **FOR A WINNERS LIST:** To obtain a list of prizewinners, send a self-addressed, stamped envelope to: University Credit Union, Half-Court Shot for Pepperdine Tuition Sweepstakes, 1500 S. Sepulveda Blvd., Los Angeles, CA 90025, or an email request to: mktg@ucu.org. Request must be received within (30) days of the conclusion of the Sweepstakes Period.