

FORTERA CREDIT UNION MEMBER GIVEBACK SWEEPSTAKES OFFICIAL RULES

NO PURCHASE OR PRODUCT ACQUISITION NECESSARY TO ENTER OR WIN. NON-PURCHASE ENTRIES AND PURCHASE ENTRIES HAVE AN EQUAL CHANCE OF WINNING. SWEEPSTAKES OPEN TO ELIGIBLE FORTERA CREDIT UNION MEMBERS AND ENTRANTS WHO ARE LEGAL RESIDENTS OF THE 50 UNITED STATES, EXCLUDING RESIDENTS OF FLORIDA, NEW YORK, RHODE ISLAND, WASHINGTON D.C. AND WHERE OTHERWISE PROHIBITED. ENTRANTS MUST BE EIGHTEEN (18) YEARS OF AGE OR OLDER, OR THE AGE OF MAJORITY IN THEIR STATE OF RESIDENCE, WHICHEVER IS OLDER, AS OF THE DATE OF ENTRY TO ENTER OR WIN. VOID IN U.S. VIRGIN ISLANDS AND U.S. MILITARY BASES OUTSIDE THE 50 U.S./D.C. AND PUERTO RICO, AND WHEREVER ELSE OR OTHERWISE PROHIBITED BY LAW.

ELIGIBILITY:

The Fortera Credit Union Member Giveback Sweepstakes (the "Sweepstakes") is open to eligible Fortera members in good standing (as determined by Fortera (Sponsor) in its sole discretion) and to entrants who are legal residents of the 50 United States, excluding residents of Florida, New York, Rhode Island, Washington D.C. and where otherwise prohibited. Entrants must be eighteen (18) years of age or older, or the age of majority in their state residence, whichever is older, as of the date of entry. Fortera employees, volunteer committee members, and the Board of Directors and their immediate families (spouse, parents, IRS dependent, children and siblings and their respective spouses) and/or those living in the same household of such employees, whether related or not, are ineligible. Sponsor reserves the right to verify eligibility qualifications of any winner. Sponsor is not required to enter into correspondence with entrants, including via email. Sweepstakes is subject to all applicable, federal, state, local laws and regulations.

TIMING: The Fortera Credit Union Member Giveback Sweepstakes begins at 12:00 a.m. Central Daylight Time (CDT) on April 11, 2022 and ends at 11:59:59 p.m. Central Standard Time (CST) on April 25, 2022 ("Promotion Period").

HOW TO ENTER AND RANDOM DRAWING SCHEDULE

There are two (2) ways to enter:

- 1) Automatic Entry based on membership : Eligible Fortera members in good standing will automatically receive one (1) entry. Odds of winning are dependent on the number of entries. If after receipt of notice of entry into Sweepstakes, a member wishes to opt-out of said Sweepstakes, member may opt-out of entry by completing the opt-out form at www.forteracu.com/giveback.
- 2) Alternate Method of Entry: Print name, complete address, email address, phone number, date of birth and the sweepstakes you wish to be entered. Information indicated must be hand printed on a 3" x 5" index card; mail it in a sealed, stamped and hand printed #10 envelope to: Fortera Credit Union, ATTN: "Marketing – Fortera Member Giveback Sweepstakes", P.O. Box 30669, Clarksville, TN 37040. No more than one (1) entry per 3" x 5" card, per envelope is permitted. Limit of one (1) alternate methods of entry per Sweepstakes. All mailed entries must be postmarked by April 24,

2022. No mechanical reproductions or other automated means of entry permitted. Incomplete entries or entries not complying with these Official Rules are subject to disqualification, at the Sponsor's sole discretion. Proof of mailing does not constitute proof of delivery. All entries become the property of Sponsor and will not be returned.

RANDOM DRAWING SCHEDULE:

The six random drawings will be held throughout the month of May 2022.

R ANDOM DRAWINGS DETAILS:

Random drawings will be held according to the dates listed above in the Random Drawing Schedule from all automatic entries and eligible Entries received by Fortera at P.O. Box 30669, Clarksville, TN 37040. Any Entries sent to any other address will be ineligible and void. Decisions of the sponsor is final on all matters relating to this Sweepstakes. Entries from joint accounts, the individual listed as the primary account holder will be considered the entrant. Joint borrowers and account holders that are not the primary individual may still enter the Sweepstakes using the write-in/alternative method of entry.

ODDS OF WINNING:

Odds of winning for a particular Sweepstakes Entry Period are dependent upon the total number of eligible entries received for the Sweepstakes. Prizes are non-transferable and no substitutions are allowed except by the Sponsor (as noted below) who reserves the right to award a prize of equal or greater approximate value and comparable use for any reason.

PRIZES:

Total of six (6) Prizes will be awarded during the entire Promotion Period. Five prizes will consist of a \$2,000 cash prize and one prize will consist of a \$15,000 prize to be deposited to each winner's Fortera Share Savings account within four (4) weeks of winner being verified. Non-member winners will be mailed a check to the address provided on the submitted entry. The account credit or check will be provided and/or mailed within four (4) weeks of Fortera's verification and confirmation of the Winner.

Total Value of all prizes available to be awarded: \$25,000.00. Sponsor reserves the right to substitute the prize for one of equal value or comparable use for any reason. Any and all costs and expenses associated with prize acceptance and use not specifically stated within these Official Rules as being provided, are the sole responsibility of the Prize winners.

Each prize winner is solely responsible for all applicable federal, state and local taxes, including taxes imposed on his/her income. The winner shall bear all risk of the prize. No more than the stated number of Prizes will be awarded the Sweepstakes. In the event that production, technical, programming or any other reasons cause more than the stated number of Prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of Prizes by a random drawing among all legitimate, unawarded, and eligible prize claims. The Sweepstakes Sponsor is not responsible for and will not replace or refund any prize that is undeliverable or does not reach the winner because of an incorrect or changed address. If a winner does not accept the entire prize, the unaccepted or unused part of

the prize will be forfeited and the Sponsor will have no further obligation with respect to that prize or portion of the prize. Limit of one (1) prize per person throughout the duration of the Sweepstakes.

GENERAL CONDITIONS:

All materials submitted, including Entries, become the sole property of the Sponsor and will not be returned. Potential Winners will be notified by secure message, mail, phone and/or email and must complete, and return the Affidavit of Eligibility/Release of Liability/Prize Acceptance Form, and (where legally permissible) a Publicity Release within five (5) days of attempted notification. The winner's Affidavit Form is subject to verification by Sponsor. The awarding of the prize is contingent on each individual's full compliance with these Official Rules, as determined by Sponsor in its sole discretion. If winner is found to have falsified any data or material, the winner forfeits his/her prize and is disqualified, and an alternate winner will be selected according to the original winner selection method, time permitting. If prize notification is undeliverable or if potential winner does not comply within the applicable time period as stated above, he/she will be disqualified and an alternate winner will be selected. Released Parties as defined below are not responsible if a Potential Winner does not receive the Winner Notification forms or corresponding Prize because a fraudulent email address or other inaccurate contact information was provided or if the email sent to a potential prize winner is misdirected or bounces back or is intercepted by spam or other email filters.

PUBLICITY:

Acceptance of Prize constitutes permission to the Sponsor and its agencies to use winner's name, city, state, comments, photograph, voice and/or likeness as part of promotional articles, social media posts, emails and advertisements along with other 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 in perpetuity without notice, review or approval, unless prohibited by law.

Each winner, who is a member of Fortera, must have an account in good standing in accordance with the terms described in the Membership Agreement, Mastercard agreement, and any Credit Union Provisions, in order to receive the Prize. All Fortera members in good standing during the Sweepstakes Drawing Periods will be automatically entered into the Member Giveback Sweepstakes for each relevant Drawing. You can opt-out of the sweepstakes by completing the opt-out form at www.forteracu.com/giveback. By not opting out, you are providing consent to entry into the sweepstakes. You may also revoke consent by declining the prize upon notification. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any promotional materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control.

RELEASE AND LIMITATIONS OF LIABILITY:

By not opting out and/or accepting the prize, you agree to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless the Sponsor, its respective affiliates,

subsidiaries, officers, directors, employees, representatives, and agents (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's Entry, creation of an Entry or submission of an Entry, participation in the Sweepstakes, and acceptance or use or misuse of prize; and (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to an individual's participation in the Sweepstakes and/or Winner's acceptance, use or misuse of a prize.

If for any reason the Sweepstakes is not capable of running as planned for reasons which may include without limitation time of war, national emergency, accident, dangerous weather conditions, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism, health crisis such as a pandemic or epidemic or other matters beyond the Sponsor's reasonable control (each a "Force Majeure" event), that corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Sweepstakes and the Sweepstakes is not capable of being conducted as described in these Official Rules, Sponsor shall have the right, at its sole discretion to cancel, terminate, modify or suspend this Sweepstakes in whole or in part, without further liability to the Entrants or third parties. In the event this Sweepstakes is cancelled prior to the stated end date, a notice will be posted at www.forteracu.com/giveback; and Sponsor reserves the right to award prizes in a random drawing from among all eligible non-suspect Entries received prior to the time of the action or event warranting such cancellation.

If, in the Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, the Sponsor 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 using all transactions and entries received as of the termination date. Sponsor reserves the right to prosecute any individual suspected of tampering with the entry process to create fraudulent entries or to disrupt the operation of the Sweepstakes. Sponsor reserves the right at its sole discretion to disqualify any entrant acting in any manner deemed by Sponsor to be in violation of the Official Rules; or in an unsportsmanlike or disruptive way, or with intent to annoy, abuse, threaten or harass any other person. **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, THE SPONSOR 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.** Sponsor's failure to enforce any terms of these Official Rules shall not constitute a waiver of that or any other provision.

PRIVACY & PERSONAL INFORMATION:

Personal information collected from entrants will be used by Sponsor for the purpose of administering the Sweepstakes only. Sponsor shall not sell, share or otherwise disclose personal information of entrants with third parties, other than to third parties engaged by Sponsor to fulfill the above purposes. In the event of any discrepancy between the privacy policy and these Official Rules, the privacy policy shall control and govern. To review RBFCU's privacy policy please go to <http://www.forteracu.com/privacy>.

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 Tennessee, without giving effect to any choice of law or conflict of law rules (whether of the State of Tennessee, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Tennessee.

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 or other related legal expenses other than participant's actual out-of-pocket expenses (if any), and participant further waives all rights to have damages multiplied or increased.

ARBITRATION: Except where prohibited, entrants agree that (1) any and all disputes, claims and causes of action arising out of, or connected with, the Promotion or any prize awarded shall be resolved individually, and not as a participant in any class action, and exclusively by the appropriate court located in Tennessee; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction.

COPY OF RULES: For an individual copy of Official Rules visit www.forteracu.com/giveback.

WINNERS' LIST: A list of all winners will be available online, after May 26, 2022 at: www.forteracu.com/giveback. You can also request a list of the winners' names (available after May 26, 2022), by sending a request in a self-addressed, stamped envelope for receipt by June 10, 2022 to: Fortera Credit Union, ATTN: "Marketing - Fortera Member Giveback Sweepstakes", P.O. Box 30669, Clarksville, TN 37040.

SPONSOR: The Sponsor of the promotion is Fortera Credit Union, P.O. Box 30669, Clarksville, TN 37040.

ADMINISTRATOR: Fortera Credit Union, P.O. Box 30669, Clarksville, TN 37040.

OPT-OUT: If you do not wish to receive future sweepstakes mailings from Fortera Credit Union, please phone (931) 431-6800 or write to Fortera Credit Union ATTN: Marketing Opt-Outs, P.O. Box 30669, Clarksville, TN 37040.