Wescom Central Credit Union
2020 Wescom Brand Ambassador Program
Official Contest Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

AGREEMENT TO OFFICIAL RULES. Participation in the 2020 Member Brand Ambassador Program (“Contest”) constitutes entrant’s full and unconditional agreement to and acceptance of these official rules and the decisions of Wescom Central Credit Union (“Credit Union”). In addition, you agree to accept the decisions of Wescom Central Credit Union, as final and binding as it relates to the Contest. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law.

SPONSOR. Wescom Credit Union 123 S. Marengo Ave., Pasadena CA. 91101.

CONTEST PERIOD. The Contest begins Monday, August 3, 2020 at 12:00 AM (PT) and ends Monday, August 31, 2020 at 11:59 PM (PT). Entries received prior to or after the Contest Period are not eligible for the Contest.

ELIGIBILITY. Entrants must be members in good standing with Wescom Central Credit Union; with at least 600 combined Facebook and Instagram followers; and social media profiles publicly available. Entrants under 18 must have written parental approval. Employees of Wescom Credit Union, its volunteers, affiliates, consultants or their respective family members, including those living within the same household, are not eligible to enter. Wescom has the right to verify the eligibility of each entrant. Only one (1) entry per person.

AMBASSADOR DELIVERABLES. Wescom Ambassadors will serve from October 1, 2020 through September 30, 2021, and must agree to post about Wescom at least three times per month and share Wescom content at least twice per month during that period. A photoshoot will be coordinated with Ambassadors through an approved Wescom photographer, and paid for by Wescom.

REFER A FRIEND BONUS. Ambassadors are eligible to receive referral bonuses up to $200 for each new Wescom member they refer, using the Ambassador’s promo code. Ambassadors will receive $50 when the referred new member opens a Wescom Checking Account with a $100 deposit; $50 when the new member achieves Signature Membership during their new member period (the first three full calendar months after the date of account opening ranging from 90 to 120 days); and an additional $100 when the new member achieves Platinum Signature Membership during that same period. Bonuses will post to the Ambassador’s account, the month after the new member opens a Checking Account, after the new members achieves Signature Membership, and again after new member achieves Platinum Signature Membership. Signature Membership terms and conditions apply. Bonuses may be subject to IRS reporting. Consult your tax advisor. Youth Accounts, UTMA, Club/Fiduciary Accounts, are excluded from this offer, as well as accounts that are opened for Employees of Wescom Credit Union, its volunteers, affiliates, consultants or their respective family members, including those living within the same household. New members must qualify for membership and a $1 deposit to a Regular Savings Account.
Account is required. Certain conditions and restrictions apply. Visit https://wescom.org/signature/ for details about Signature and Platinum Signature Membership requirements.

HOW TO ENTER. Wescom members can enter the contest by completing an application at: wescom.org/ambassadors. Entrants must fill out all required fields on the entry form. After submission of the entry form, the application will be provided to the panel of judges for the selection process. Entries must be submitted before 11:59 PM (PT), Monday, August 31, 2020.

E-MAIL CHANGE OF ADDRESS POLICY. It is the sole responsibility of the entrant to notify the Credit Union in writing if the entrant changes his/her email address. (To do so, email: mail@wescom.org)

The Credit Union and its agencies are not responsible for lost, interrupted or unavailable network, server or other connections, miscommunications, failed phone or computer hardware or software or telephone transmissions or technical failures, garbled or jumbled transmissions or other errors of any kind, whether human, mechanical or electronic; including without limitation the incorrect or inaccurate capture of entry information online, or for lost, late, incomplete, damaged, destroyed, delayed, stolen, misdirected or illegible entries. Entry materials/data that have been tampered with or altered are void. The Credit Union is not responsible for the use of copyrighted material such as music, images or video. In case of dispute as to identity of a winner, the registered user of the email account at the time the entry was submitted will be considered to be the entrant, and if a prize is won, and such registered user is a valid entrant, the prize will be awarded to such registered user.

The promotion is not sponsored, endorsed, administered by or associated with Instagram.

The promotion is not sponsored, endorsed, administered by or associated with Facebook.

PRIZES. The following prizes will be awarded to each winner:

- A photoshoot will be coordinated with each Ambassador through an approved Wescom photographer, and paid for by Wescom. Value is approximately $250.
- Wescom swag, which includes a backpack and Wescom-wear. Value is approximately $500. Wescom swag will be provided to Ambassadors by November 30, 2020.
- Ambassadors can earn up to $200 for each new member they refer to Wescom. See “REFER A FRIEND BONUS” for eligibility requirements. Value of referral bonus will vary depending on the number of referrals received using the Ambassador’s promo code.

Winners are responsible for making the arrangements to pick up the winnings. No alternative prize, cash, or other substitution is permitted except by the Sponsor in the event of prize unavailability.

ODDS OF WINNING. Odds of winning depend on the number of eligible entries received.

JUDGING CRITERIA. Contest winners will be determined by a panel of judges consisting of Wescom Credit Union representatives. The winners will be selected from all eligible entries. Judges will use the following criteria to select the final winners:

1. Creativity (60%)
2. Originality (20%)
3. Social Media Presence (20%)
Up to five (5) winners will be selected in all. The Credit Union reserves the right to change the winner selection method and has the sole right to determine winners. Decisions of judges are final.

**WINNER SELECTION AND NOTIFICATION.** Five winners will be selected by a panel of judges chosen by the Credit Union on or about September 11, 2020. The winner selection will take place at Wescom Credit Union’s Corporate Office. Winners need not be present to win and will be notified by either the telephone number or email address provided on their entry form no later than September 16, 2020. Decisions made by the judges are final. The Credit Union will make its best reasonable effort to contact all winners. The Credit Union is not responsible for and shall not be liable for any late, lost, or misdirected notification, or for winner's unsuccessful efforts to claim any prize.

To obtain a full list of the prize winners, send a self-addressed envelope to: Credit Union Contest Winners, Attn: Marketing Dept., 123 S. Marengo Ave., Pasadena Ca. 91101. Please indicate the name of the Contest in your request. All requests for lists of winners must be received no later than October 1, 2020 in order for your request to be fulfilled.

**AFFIDAVIT OF ELIGIBILITY RELEASE.** Winners will be required to sign an Affidavit of Eligibility within 14 days of notification. Failure to execute and return the Affidavit of Eligibility within 14 days may result in disqualification. Prize money will not be awarded to an individual until the signed Affidavit of Eligibility is received at the Credit Union. Winners under age 18, must provide written parental or guardianship consent.

**COPYRIGHT.** By entering the contest, entrants agree to grant the Credit Union a non-exclusive, worldwide perpetual license to store, reproduce and use the photo/video(s), for any commercial or non-commercial use, without additional compensation, at the Credit Union’s sole discretion and without the entrant’s consent. Photo/video(s) may be used without attribution and may be modified by the Credit Union in any manner.

**WEBSITE AND WEB PRESENCE RESTRICTIONS.** The Credit Union reserves the right not to select an entrant based on social media or web presence content. Posting of any inappropriate content, in any way, may disqualified entrants. Examples of inappropriate content includes:

- Images we deem provocative, sexual, violent or otherwise offensive
- Nudity or semi-nudity
- Profanity or obscenities
- Images which show illegal or anti-social behavior
- Culturally insensitive images
- Promoting discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
- Images which display the opinions or beliefs of extreme political, religious or social groups, (e.g. gangs, supremacy, etc.)
- Violating intellectual property rights
- Any image we deem unacceptable to be associated with the Credit Union’s brand

**TAX ISSUES.** The Credit Union will report all prize winnings to the appropriate state and federal agencies as required by applicable law. All taxes, fees, surcharges or liabilities relating to Prizes are the sole responsibility of the winner.
PUBLICITY AUTHORIZATION. Winners agree to permit the Credit Union to use their name, likeness, and city of residence for advertising and promotional purposes without additional compensation except where prohibited by law.

GENERAL CONDITIONS. The Credit Union reserves the right to add, delete or revise these Official Rules as necessary without notice. The Credit Union is not responsible for printing errors or omissions.

- By entering the Contest, participants agree to release and hold harmless the Credit Union, its subsidiaries, affiliates, directors, officers, employees, and agents from any and all liability for any injuries, loss, or damage of any kind arising from or in connection with the Contest (including infringement of intellectual property rights) or receipt of the Prize. The Credit Union and each of its officers, directors, employees, members and 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, receipt, possession or use/misuse of prizes awarded or participation in this Contest.

- The Credit Union and its divisions are not responsible for any error or technical malfunction of any telephone, computer, or other equipment which prevents an entry from being submitted or received during the Contest period. The Credit Union is not responsible for any incorrect or inaccurate information, whether caused by tampering, hacking or by any of the equipment or programming associated with the Contest. The Credit Union reserves the right to disqualify entrants who fail to follow these Official Rules or who make any misrepresentations relative to the Contest and redemption of prize. Entries by ineligible persons, fraudulent entries, entries that in the Credit Union’s judgment are not the original work of the entrant, or entries created in error will be disqualified. The Credit Union reserves the right to void or reverse the awarding of any prizes obtained fraudulently or illegally and to seek appropriate remedies to recover any prizes. If a winner is disqualified or determined to be ineligible, an alternate winner will be selected. Alternate winners are subject to all requirements set forth in these Official Rules. The Credit Union reserves the right, in its sole discretion, to cancel or suspend all or any portion of this contest without notice if factors beyond the Credit Union's control, including technical difficulties, disrupt or corrupt the fair or secure administration or operation of the contest.

- All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrant and the Credit Union in connection with the Contest, 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.

Arbitration and Waiver of Class Action and Jury Trial; Read This Provision Carefully as It Affects Your Right To A Class Action and Jury Trial If You Do Not Opt Out As Permitted Below

Arbitration; Waiver of Class Action and Jury Trial

To the extent permitted by the Federal Arbitration Act (the “FAA”) and any other applicable federal law, binding arbitration may be elected by either party with respect to any past, present or future claim or controversy arising out of or relating to this Agreement and/or a Credit Union account, even if that party has already initiated a lawsuit with respect
to a different claim. Arbitration is elected by giving a written demand for arbitration to the other party, by filing a motion to compel arbitration in court, or by initiating arbitration against the other party. You and we agree, upon such written demand, motion or initiation, to submit to, and that such claim shall be settled by, binding arbitration. WE EACH AGREE THAT ANY AND ALL DISPUTES, WHETHER SUBMITTED TO ARBITRATION OR DECIDED BY A COURT, MUST BE BROUGHT IN THE PARTY’S INDIVIDUAL CAPACITY AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS. YOU AGREE THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS. THERE SHALL BE NO RIGHT TO A JURY TRIAL.

The arbitration hearing shall be conducted at a location within fifty (50) miles of your residence address at the time of such arbitration. The arbitration shall be conducted before the American Arbitration Association (the “AAA”), pursuant to the AAA Consumer Arbitration Rules, which can be obtained online at www.adr.org, OR by calling the AAA at 1-800-778-7879, OR Wescom Central Credit Union will provide a copy of the Arbitration Rules via e-mail upon request submitted to mail@wescom.org.

The FAA and related federal law shall govern the interpretation, implementation and enforcement of this Paragraph to the fullest extent possible, to the exclusion of all otherwise potentially applicable state law, regardless of the location of the arbitration proceedings or the nature of the disputes or controversies between the parties to this Agreement.

The arbitrator shall have the authority to award any monetary and non-monetary relief available to either party in an action otherwise prosecuted in court, including injunctive and other provisional relief. Nothing in this arbitration provision shall limit your or our right, whether before, during, or after the pendency of any arbitration proceeding, to exercise any self-help remedies, such as set-off or repossession and sale of collateral, or to obtain provisional remedies (including but not limited to, injunctive relief or interpleader relief). The exercise of such rights will not constitute a waiver of the right to submit any dispute to arbitration. Judgment on the arbitration award may be entered by any court of competent jurisdiction. The arbitration filing fee and the arbitrator’s fee shall be paid by Wescom Central Credit Union. However, the parties shall be responsible for their own costs of prosecuting and defending the claims in the arbitration, including attorneys’ fees.