

**2021 Wescom Photo Submission Sweepstakes  
Official Rules**

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

By participating, you agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of Wescom Central Credit Union (“Wescom”), as final and binding as it relates to this Sweepstakes. The Sweepstakes 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.

**PROMOTIONAL PERIOD.** The 2021 Wescom Photo Submission Sweepstakes begins at 12:00 AM Pacific Time (PT) on February 8, 2021 and ends at 11:59 PM PT on August 31, 2021 (the “Promotional Period”).

**ELIGIBILITY.** The Sweepstakes is open to Wescom Members and individuals, who are of legal age in their resident state at the time of Sweepstakes entry. Wescom employees (and their families/households), Wescom Volunteers (including Board of Directors) are not eligible to participate in the sweepstakes.

**HOW TO ENTER.** Eligible participants may enter into sweepstakes to win an iPad Pro® and Apple Pencil®, during the promotional period, by 1) completing the submission form at <https://wescom.typeform.com/to/lkgWxLrZ>; 2) sharing their Wescom Story/testimonial; and 3) uploading a self-photograph “selfie.” Entrants must fulfill all Sweepstakes requirements, as specified, to be eligible to win a prize. Duplicate photos will count as one entry

Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Wescom. If an entry form is drawn, but the judges are unable to determine the winner because of illegible writing, that entry form will be disqualified.

**ALTERNATIVE METHOD OF ENTRY.** To enter without purchase or obligation, please hand-print your name, address, phone number, e-mail address and the words “Wescom Photo Submission Sweepstakes” on a piece of paper and mail it in an envelope with postage affixed to Wescom Credit Union 123 S. Marengo Ave., Pasadena Ca. 91101. Mail-in entry must be received by Wescom no later than 11:59 PM PT on August 31, 2021 to be eligible for the drawing. If an entry form is drawn, but the judges are unable to determine the winner because of illegible writing, that entry form will be disqualified.

**ODDS OF WINNING.** The odds of winning depend on the number of eligible entries received for each Sweepstakes.

**PRIZE(S) AND APPROXIMATE RETAIL VALUE.** One winner will be chosen at random on or about 09/24/2021 to receive an 11" Apple iPad Pro® and Apple Pencil®. Total Value of all prizes is: \$900.00

iPad Pro® and Apple Pencil® are registered trademarks of Apple Inc. Apple is not a participant in or sponsor of this promotion.

Non-cash Prizes are not redeemable for cash. Prizes are non-transferable and no substitution of Prizes is permitted without the permission of Wescom Credit Union, which reserves the right to substitute a Prize with another Prize of equal or greater value. Wescom 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 Prize are the sole responsibility of the winner. Payment of any federal state or local taxes will be the obligation of the winner, and any costs not specifically identified herein are the responsibility of the prize winner.

**WINNER SELECTION AND NOTIFICATION.** Winner of iPad Pro® and Apple Pencil® will be selected in a random drawing among all eligible entries collected during the Promotional Period. Winner selection will take place on or about September 24, 2021.

All winners will be selected at the Wescom Credit Union Corporate Office under the supervision of the Marketing Department for Wescom. Winners need not be present to win and will be notified via the email or telephone number they entered the Sweepstakes with, within five (5) business days following the winner selection. Wescom Credit Union will make its best reasonable effort to contact all winners. If a winner cannot be contacted or does not affirmatively accept his/her Prize in writing or via email within ten (10) calendar days of notification, the Prize will be forfeited and an alternate entrant will be selected at random from all eligible entries received.

**WINNERS LIST.** To obtain a full list of the prize winners and the prizes won by each winner, send a self-addressed envelope to be received to: Wescom Credit Union Sweepstakes Winners, Attn: Marketing Dept., 123 S. Marengo Ave., Pasadena Ca. 91101. Please indicate the name of the Sweepstakes in your request. All requests for lists of winners must be received no later than October 24, 2021 in order for your request to be fulfilled.

**AFFIDAVIT OF ELIGIBILITY RELEASE.** Prize 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 will not be awarded to an individual until the signed Affidavit of Eligibility is received at the Credit Union.

**PUBLICITY AUTHORIZATION.** Winners agree to permit Wescom to use their name, likeness, and city of residence for advertising and promotional purposes without additional compensation except where prohibited by law.

**GENERAL CONDITIONS.** These rules supersede any published advertising.

- Wescom reserves the right to add, delete, or revise these Official Rules as necessary without notice. Wescom is not responsible for printing errors or omissions.
- By entering the Sweepstakes, participants agree to release and hold harmless Wescom 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 Sweepstakes or receipt of the Prize. Wescom 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 the prize awarded or participation in this Sweepstakes.
- Wescom is not responsible for any entries that are lost, late, misdirected, deleted, erased, stolen, incomplete, or unreadable. Wescom assumes no responsibility for any error, problem, or malfunction (human, technical, or otherwise) which may occur in the creation, maintenance or processing of Sweepstakes entries, or which prevents entries from being created. Proof of submission will not be deemed to be proof of receipt by Wescom.
- Wescom 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 Sweepstakes.
- Wescom 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 prize. Entries by ineligible persons, fraudulent entries, or entries created in error will be disqualified and an alternate entry selected.
- Wescom reserves the right to void or reverse the awarding of any prize obtained fraudulently or illegally and to seek appropriate remedies to recover any prizes.
- 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 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.

**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](http://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](mailto: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. **THE ARBITRATION SHALL BE SOLELY BETWEEN THE PARTIES TO THIS AGREEMENT AND NO CLASS ARBITRATION OR OTHER REPRESENTATIVE ACTION MAY BE UNDERTAKEN BY THE ARBITRATOR.** Neither party will demand the arbitration of an action filed in small claims court, or its state's equivalent court, for any claim or dispute within the scope of the small claims court's jurisdiction. But if a claim is transferred, removed or appealed to a different court, such claim shall be subject to arbitration.

**YOUR RIGHT TO OPT-OUT.** You may elect to opt out of this Arbitration and Waiver of Class Action and Jury Trial provision by sending written notice to Wescom Central Credit Union at P.O. Box 7058, Pasadena, CA 91109 within sixty (60) days after you receive and/or execute this Agreement. Opting out of this arbitration provision shall not terminate the Agreement or otherwise affect in any way any of the other rights and obligations of the parties hereto under the terms of the Agreement.