

MidSouth Community FCU Back-to-School Chromebook Giveaway Official Rules

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS GIVEAWAY.

1. ELIGIBILITY. The MidSouth Community Federal Credit Union “**Back-to-School Chromebook Giveaway**” is offered and open only to persons 18 years of age or older, legally residing in the state of Georgia, within our 13-county community charter area (Bibb, Baldwin, Crawford, Hancock, Houston, Jones, Monroe, Peach, Pulaski, Putnam, Twiggs, Washington, Wilkinson). Employees and volunteer directors of MidSouth Community Federal Credit Union (“MSCFCU”), and their respective parents, subsidiaries, affiliates, divisions, advertising and promotion agencies, and the immediate families (defined as parents, spouses, children, siblings, grandparents, and their respective spouses) or members of the same household (whether related or not) of each such employee and volunteer director, are not eligible to enter. The **Back-to-School Chromebook Giveaway**, and any website pages and advertisements relating thereto, is intended for viewing only within the eligible **Back-to-School Chromebook Giveaway** territory, and entrants must be present in the eligible **Back-to-School Chromebook Giveaway** territory at the time they enter.

2. TIMING. The **Back-to-School Chromebook Giveaway** entry period begins at **9:00 am** Eastern Standard Time (“EST”) on **August 17, 2020** and ends at **11:59 pm** EST on **September 3, 2020** (the “Entry Period”).

3. HOW TO ENTER AND COMPLIANCE WITH OFFICIAL RULES

a. HOW TO ENTER:

During the Entry Period, complete the web form that is found on MSCFCU’s official **Back-to-School Chromebook Giveaway** post on their Facebook page, or on their website. Entries are limited to one (1) entry per person.

b. COMPLIANCE WITH OFFICIAL RULES: Failure to submit all required information in the manner required in these Official Rules may result in disqualification. Entries will not be acknowledged or returned. Proof of submission will not be deemed to be proof of receipt by MSCFCU. Any submission that does not comply with any aspect of these Official Rules may be rejected by MSCFCU and the entrant disqualified. The potential winner may be required to show proof of being the authorized entrant.

4. AGREEMENT TO OFFICIAL RULES AND DECISIONS. By participating in the **Back-to-School Chromebook Giveaway**, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of MSCFCU (including, without limitation, decisions regarding eligibility of entries, the selection of entrants and the winners, and the awarding of prizes), which are final and binding in all respects.

5. SELECTION OF WINNING ENTRY; ODDS; NOTIFICATION. On **September 4, 2020**, MSCFCU will select one (1) winner from among all eligible entries received. Odds of being selected depend on the number of eligible entries received by MSCFCU during the **Back-to-School Chromebook Giveaway**. The winner selected must comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. The winner will be notified by email or by phone. If the winner cannot be contacted within five (5) days of the first attempt to contact them then that winner may be disqualified and an alternate winner will be selected by MSCFCU from all eligible non-winning entries received by MSCFCU during the entry period. No purchase is necessary to enter and a purchase will not improve your chances of winning with an entry.

6. PRIZE. Subject to the terms and conditions of these Official Rules, one (1) prize will be awarded to one (1) winner during this **Back-to-School Chromebook Giveaway**. The prize will consist of and is limited to, **one (1) HP - 14" HD Chromebook – with Intel Celeron N4000 - 4GB Memory - 32GB eMMC Flash Memory**. Prize must be accepted as awarded, and prize is awarded “AS IS” with no warranty, representation, or guarantee, express or implied, in fact or in law, made by MSCFCU or for which MSCFCU shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. No substitution, assignment, refund or transfer of a prize is permitted, except by MSCFCU, who reserves the right to substitute a prize (or a component thereof) with another prize (or component thereof) of greater or equal value, as determined by MSCFCU in its sole discretion. Winner is solely responsible for any and all costs, fees, taxes and expenses associated with prize award, receipt and use, including, without limitation, all federal, state and local taxes associated with the prize and any travel required to collect the prize. If applicable, prize winner will be issued an IRS Form 1099 for the retail value of the prize. LIMIT: One (1) prize per person or address (physical or email) in this **Back-to-School Chromebook Giveaway**.

7. PUBLICITY. Except where prohibited by law, participation in the **Back-to-School Chromebook Giveaway** constitutes entrant’s consent to MSCFCU’s (and their respective designees’, successors’ and assigns’) use of entrant’s name, biography, likeness, voice, photographs, video, opinions, statements, hometown, state and country for promotional purposes in any manner or media (including, without limitation, online), worldwide, in perpetuity, and without further payment, consideration, notice, review or consent.

8. GENERAL CONDITIONS. MSCFCU reserves the right, in their sole discretion, to terminate, modify or suspend the **Back-to-School Chromebook Giveaway** if, in their opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the **Back-to-School Chromebook Giveaway**, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond MSCFCU’s reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the **Back-to-School Chromebook Giveaway**. In such event, MSCFCU reserves the right (but do not have the obligation) in their sole discretion to award a prize at random from among eligible, non-suspect entries received up to the time of suspected impairment. MSCFCU reserve the right in their sole discretion to disqualify any individual they find to be tampering with the entry process or the operation of the **Back-to-School Chromebook Giveaway** or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of this **Back-to-School Chromebook Giveaway** is a violation of criminal and civil laws, and, should such an attempt be made, MSCFCU reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. MSCFCU’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.

9. RELEASE. By entering, each entrant forever and irrevocably releases and holds harmless MSCFCU, their respective parents, subsidiaries and affiliates, and their respective agents, advertising and promotion agencies, affiliates, **Back-to-School Chromebook Giveaway** partners and prize suppliers, and all of their respective employees, officers, directors, shareholders and agents from and against all claims, damages or liabilities arising in

whole or in part, directly or indirectly, from entrant's participation and/or entry in the **Back-to-School Chromebook Giveaway** and/or entrant's award, receipt or use of any prize awarded in the **Back-to-School Chromebook Giveaway**.

10. LIMITATIONS OF LIABILITY. MSCFCU is not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, misdirected or postage due entries or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or the **Back-to-School Chromebook Giveaway** (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the **Back-to-School Chromebook Giveaway** or the processing of entries; or (f) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the **Back-to-School Chromebook Giveaway**, or from viewing, playing or downloading any material from MSCFCU's website(s), regardless of whether the material was prepared by MSCFCU or a third party, and regardless of whether the material is connected to MSCFCU's respective websites by a hypertext link.

11. DATA COLLECTION. If you enter the **Back-to-School Chromebook Giveaway** you elect to "opt-in" to receiving marketing or promotional communications from MSCFCU and/or its marketing partners. You may "opt-out" of receiving such marketing or promotional communications by unsubscribing from any communications received from MSCFCU.

12. DISPUTES. Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this **Back-to-School Chromebook Giveaway** or any prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in Macon, Georgia; entrant submits to sole and exclusive personal jurisdiction to said courts in the State of Georgia for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering this **Back-to-School Chromebook Giveaway** but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or MSCFCU in connection with the **Back-to-School Chromebook Giveaway** shall be governed by, and construed in accordance with, the laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Georgia, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Georgia.