



# CONTEST GENERAL TERMS & CONDITIONS

## OFFICIAL RULES FOR COBALT CREDIT UNION (“SPONSOR”) CONTESTS

**PURPOSE:** The following general terms and conditions, taken together with the Specific Contest Terms and Conditions, form the “Official Rules” for each Cobalt Credit Union Contest (“Contest”). The Specific Contest Terms and Conditions are incorporated by reference and made a part of these General Contest Rules to form the Official Rules for each contest.

**1. Description of Contest/Participation:** All Specific Contest Terms and Conditions provide the instruction on how to enter and the entry deadline, number of available prizes, prize descriptions, prize values and additional prize restrictions. Odds of winning depend on the number of eligible entries received or the number of Game Pieces available for each Contest.

In addition, the Specific Contest Terms and Conditions may modify or eliminate one or more provisions of these General Terms & Conditions or include additional Contest information and/or requirements. In the event of any inconsistency between the General Terms & Conditions and the Specific Contest Terms and Conditions, the Specific Contest Terms and Conditions will prevail, govern and control. You are therefore advised to review not only these General Terms & Conditions, but also the Specific Contest Terms and Conditions, before participating in any Contest.

NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. INTERNET ACCESS AND E-MAIL ADDRESS REQUIRED FOR ALL INTERNET AND ONLINE SOCIAL MEDIA CONTESTS. SOCIAL MEDIA ACCOUNT REQUIRED FOR ALL SOCIAL MEDIA CONTESTS. WINNERS ARE REQUIRED TO PROVIDE THEIR MAILING ADDRESS.

**2. Eligibility:** Must be legal U.S. resident, 18 or over at the time of entry and be eligible for Cobalt Credit Union membership. **DO NOT ATTEMPT TO PARTICIPATE IN CONTEST IF YOU ARE NOT A LEGAL U.S. RESIDENT, 18 OR OVER OR ELIGIBLE FOR COBALT CREDIT UNION MEMBERSHIP.** Persons residing in the following counties are eligible for Cobalt Credit Union membership: Douglas, Sarpy, Cass, Washington and Saunders Counties, Nebraska, and Mills, Harrison and Pottawattamie Counties, Iowa. Employees, officers and directors of Sponsor, any other entities involved in Contest (including prize suppliers) and their parent companies, affiliates, divisions, subsidiaries and agencies are ineligible. Void where prohibited.

**3. Conditions on Entry:** Full compliance with the entry procedure by the entry deadline (as indicated in Specific Contest Terms and Conditions) is a prerequisite to Contest entry. Sponsor’s determination as to such compliance is final and binding in all respects. All material submitted becomes property of the Sponsor and will not be returned. By participating, participants agree to be bound by the decisions of the Sponsor’s personnel. For any Contest drawing, proof of submission of entry does NOT constitute proof of entry. For Internet and Online Social Media Contests, receipt of “thank you for entering” message (if provided by Sponsor) only signifies that entry has been received and is NOT a representation of one’s

eligibility to participate in the Contest. LIMIT ONE (1) ENTRY PER PERSON OR E-MAIL ADDRESS OR SOCIAL NETWORK ACCOUNT PER CONTEST. Any person who attempts to participate with multiple e-mail and/or street addresses, under multiple identities or uses any device or artifice to enter a Contest multiple times will be disqualified. Entries must be manually key-stroked. Entries generated by script, macro, robotic, programmed or like means are prohibited and will be disqualified. In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the owner of the e-mail address or social media account from which the entry is submitted as of date of entry, and Sponsor's determinations in this regard are final and binding in all respects.

**4. Content Restrictions:** If a submission is required for any Contest, the Submission must not: contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, trademarks, or that constitutes copyright infringement; must not disparage Sponsor or any other person or party affiliated with the Contest; must not contain text that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous; or contain text that is unlawful, in violation or contrary to laws or regulations.

**5. Drawing:** Within three (3) business days after any entry deadline for any Contest involving a drawing, winner(s) will be selected via random drawing by Sponsor from among all eligible entries received. By participating, entrants agree to these Official Rules and Sponsor's decisions, which are final and binding in all respects. Winner(s) may be notified by telephone, e-mail or social network account. Odds of winning depend on the total number of eligible entries received.

**6. Game Pieces:** If a Contest involves Game Pieces, an official Contest game piece (each, a "Game Piece") can be obtained, while supplies last, as described in the Specific Contest Terms and Conditions. Game Pieces may be obtained by Cobalt Credit Union customers who maintain accounts with or purchase services or products from Cobalt Credit Union and receive a Game Piece in connection with such purchase in accordance with the Specific Contest Terms and Conditions. In addition, all Contests involving Game Pieces allow participants to obtain a Game Piece without purchase through the following alternate method of entry. A Participant can request a Game Piece without purchase by mailing a legibly handwritten, self-addressed, stamped envelope ("SASE") with sufficient postage and a return address, including first and last name, street address, city, state, and ZIP or postal code to: Cobalt Credit Union, 11515 South 39th Street, Bellevue, NE 68123. DO NOT SEND ANY WINNING GAME PIECE, COMMENTS OR QUESTIONS TO THIS ADDRESS. One (1) Game Piece will be mailed in response to each mail-in request that complies with the requirements of these Official Rules, while supplies last. Mail-in requests, including both outer envelope and SASE, must be handwritten. Outer envelope must include a return address in the upper left hand corner that matches the requestor's street address, and must be postmarked within the Promotion Period specified in the Specific Contest Terms and Conditions, subject to any extensions permitted by Sponsor in its sole discretion. Each request must be mailed in a separate stamped outer mailing envelope with the requestor's first and last name, street address, city, state and ZIP or postal code (name and address must match the return name and address on SASE) legibly hand printed in the upper left hand corner of the outer envelope. Requests that are sent in business reply envelopes that utilize address labels or stickers (for any address), that are photocopied, hand-stamped, computer-generated or otherwise mechanically or digitally produced or reproduced, that are not mailed in separate outer stamped mailing envelopes, or that otherwise fail to comply with these Official Rules will NOT be honored, acknowledged or returned, and the persons submitting such requests will forfeit any corresponding postage and unused envelopes.

**7. Prize Conditions:** Prizes are subject to availability and other restrictions. If prize is an autographed item or memorabilia, stated prize value represents RETAIL, not resale, value. If prize is equipment, color and options may vary from what is depicted in advertising material. If prize is a Gift Card, Gift Card

is subject to terms/conditions of use as indicated thereon, which may include expiration date (where legal). No prize substitution, except by Sponsor, in its sole discretion, if advertised prize is unavailable for any reason and only then for prize of equal or greater value. No prize transfer, redeemable for cash or exchangeable for any other prize. If Contest features more than one (1) available prize, prizes are limited to one (1) per person/e-mail address. A person/e-mail address cannot win more than one (1) prize in any Contest during a given six (6) month period. If a Prize is won by an individual who is not of the legal age of majority in the state of residence (“minor”), any required prize documents must be confirmed and signed by the winner’s parent or legal guardian. **Prize must be claimed within five (5) business days or will be forfeited.**

**8. Taxes:** The valuation of the prize(s) is based on available information provided to Sponsor and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each is solely responsible for reporting and paying any and all applicable state or federal taxes. Winner must provide Sponsor with valid identification and a valid taxpayer identification number or social security number before the prize will be awarded. Any person winning over \$600 in prizes from Cobalt Credit Union will receive an IRS form 1099 at the end of the calendar year in which the prize money is allocated and a copy of such form will be filed with the IRS.

**9. Conditions of Participation/Release:** If a winner is disqualified or cannot accept or claim the prize as stated, Sponsor reserves the right to determine an alternate winner or not to award that winner’s prize, in its sole discretion. Winner(s) or, if a minor, the winner’s parent or legal guardian, may be required to sign a prize acceptance form and/or affidavit of eligibility/publicity and liability release within a specified time period; and, only upon receipt of such properly completed and signed documentation (if required) will prize be shipped/sent to provided mailing address or e-mail address (as appropriate). If winner fails to sign such documents, or if a winner cannot be notified, or if winner is found to be ineligible or not in compliance with the Official Rules, then such winner will be disqualified and Sponsor reserves the right to determine an alternative winner or not to award that winner’s prize, in its sole discretion. Noncompliance with such requirement or if prize notification/prize is returned as undeliverable for any reason may result in prize forfeiture and an alternate winner being selected or the non-award of that winner’s prize. **By participating, entrant releases and agrees to hold harmless Sponsor, any other entities involved in Contest, their respective parent companies, affiliates, divisions and subsidiaries, and the directors, officers, agents, representatives, shareholders, employees, successors and assigns of any of the above organizations from any and all liability arising from participation in Contest, participation in any Contest-related activity or receipt, acceptance, possession, use/misuse of prize.** Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering (or attempting to tamper) with the entry process or the operation of the Contest or any web site; to be acting in violation of the Official Rules or to be acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. The preceding in no way precludes Sponsor from taking other actions against such individuals so as to protect its rights. Sponsor’s failure to enforce any provision of these Official Rules shall not constitute a waiver of such provision. Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of the contest, if any fraud, technical failure or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor’s sole discretion.

**10. Publicity; Use of Personal Information:** Where legal, by participating, all participants and winner(s) grant (and will confirm in writing upon Sponsor’s request) the Sponsor exclusive permission to use their names, characters, photographs, voices, biographical information, image and likenesses for advertising/publicity/trade purposes and waive any claims to royalty, right, further remuneration or notice for such use. By participating in the Contest, participant agrees that Sponsor may disclose personal information obtained from participants in the Contest to third parties and use such information for marketing and other purposes on a worldwide basis in perpetuity.

**11. Limitations of Liability:** All times for purposes of Contest are Central Time. Sponsor's computer is the official clock for Contest. Sponsor assumes no responsibility for (a) any incomplete, incorrect or inaccurate information, whether caused by web site users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error; (b) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of any web site and/or entries; and (c) any problems or technical malfunctions of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, programming or failure of e-mail on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof, or for injury or damage to entrant's or to any person's computer (or any information/materials stored therein) related to or resulting from downloading materials from any web site or participating in Contest. Sponsor and its agencies are also not responsible for late, lost, illegible/garbled, incomplete, damaged, stolen or misdirected entries.

**12. DISCLAIMER OF WARRANTIES:** SPONSOR MAKES NO WARRANTIES, AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING ANY PRIZE IN CONNECTION WITH THE CONTEST. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, AND THE SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

**13. Force Majeure:** If, for any reason, the Contest (or any part thereof) is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, fire, flood, storm or other natural cataclysm, riot, strike, civil commotion, terrorist act (or threat of same), governmental regulation, or any other causes beyond the control of Sponsor which, in its sole opinion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest (or any part thereof), Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest and conduct the Contest and select the prize winner(s) in a manner which is fair, equitable and in accordance with these Official Rules, as determined by Sponsor in its sole discretion. Notice of such action by Sponsor will be posted on [www.cobaltcu.com](http://www.cobaltcu.com) or <http://www.facebook.com/cobaltcreditunion/>.

**14. Dispute Resolution/Governing Law:** Any and all disputes regarding this Contest, these General Contest Rules & Conditions and/or the Specific Contest Terms and Conditions shall be governed by the internal laws of the State of Nebraska. Any action must be brought individually (NOT as part of a class action) in federal or state court in Douglas County, Nebraska and, in any such action, a person is only entitled to recover actual out-of-pocket costs involved in participating in Contest (if any). Participant's rights to any attorney fees and any and all damages (including indirect, special, punitive, consequential damages and any other damages, and any and all right to multiple damages or otherwise increased) are hereby expressly waived.

**15. Winner's List:** For first name and last initial and city/state of winner(s) of a Contest, send a self-addressed stamped envelope to Cobalt Credit Union, 11515 South 39th Street, Bellevue, NE 68123. Request must include name, date and designate the media channel of Contest you are inquiring about and must be received no later than (2) weeks after the conclusion of Contest.