

## TruMark Financial “Auto loan win a \$500 L.L. Bean gift card” Official Rules and Regulations

**Sweepstakes runs July 1 through Aug. 31, 2021. Prize winner will be determined by Sept. 8, 2021.**

NO PURCHASE NECESSARY TO ENTER OR WIN. OPENING AN ACCOUNT, TAKING A LOAN FROM TRUMARK FINANCIAL® CREDIT UNION, OR OTHER PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. RULES ARE SUBJECT TO CHANGE AT ANY TIME AND WITHOUT NOTICE.

**1. Eligibility Restrictions:** Sweepstakes is open to anyone who is 18 years of age or older, has a valid driver’s license, and is within the TruMark Financial field of membership (“Entrants”). (TruMark Financial’s Field of Membership: Persons who live, work, worship, attend school, or volunteer in the Pennsylvania counties of Philadelphia, Bucks, Chester, Delaware, or Montgomery, or a relative of any current TruMark Financial member.) Employees, officers, and directors (including immediate family members (spouse, parent, child and sibling and their respective spouses, regardless of where they reside) and members of the same household, whether or not related) of TruMark Financial (the “Sponsor”), are not eligible to participate or win a prize. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s and Administrator’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** The Sponsor of this Sweepstakes is TruMark Financial Credit Union.

**3. Sweepstakes period:** The Sweepstakes begins at 12 a.m. Eastern Standard Time (“EST”) on July 1, 2021, and ends at 11:59 p.m. EST on Aug. 31, 2021 (the “Sweepstakes Period”).

**4. You may enter the Sweepstakes by any of the following ways:**

- a) Open a TruMark Financial auto loan July 1 through Aug. 31, 2021, be automatically entered for a chance to win a \$500 L.L. Bean gift card.

**OR**

- b) Send a postcard with your name, address, and phone number to: TruMark Financial Credit Union, Attn: Marketing Department - TruMark Financial “Auto loan win a \$500 L.L. Bean gift card” Sweepstakes, 335 Commerce Drive P.O. Box 8127, Fort Washington, PA 19034. One separately mailed postcard equals one entry. Valid entries must be postmarked no later than Aug. 31, 2021, and received by Sept. 8, 2021. Maximum of one (1) entry per individual. Mailed entries will not be acknowledged or returned. Participants must provide all the contact information requested on the entry form, or the entry will be void.

**5. Prizes, Prize Conditions, Approximate Retail Value (“ARV”) and Odds:** One (1) winner will receive a \$500 L.L. Bean gift card. No substitution, cash redemption, or transfer of prizes is permitted except at Sponsor’s sole discretion. Prizes must be accepted as awarded. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute a prize of equal or greater value. All federal, state and local taxes, and all other costs associated with acceptance or use of the prizes, are the sole responsibility of the winner. Arrangements for delivery of prizes will be performed after winner validation. Odds of winning any prize depend on the number of entries received. At the Sponsor’s discretion, unclaimed prizes may not be awarded. Winner and companions may be required to sign a Release and Hold-Harmless Agreement

including a Media/Publicity release. Release must be returned within ten (10) days of written notification, or prize may be forfeited and an alternate winner selected. Winner may additionally be required to disclose his or her Social Security numbers for the purpose of issuance of a 1099 or other tax form.

**6. Prize Winner Drawing and Notification:** One (1) prize winner will be randomly selected by Sponsor on or by Sept. 8, 2021, in a random drawing from all eligible entries received during the Sweepstakes Period. The prize winner will be contacted either by phone, email, or in writing by Sept. 10, 2021. If winner cannot be contacted or has not claimed the prize by Sept. 14, 2021, an alternate winner will be randomly selected from all remaining entries.

**7. Release:** By entering the Sweepstakes, participants agree to release and hold harmless Sponsor's and Sweepstakes Partner's (the "Released Parties") officers, directors, employees, agents and representatives from and against any claim or cause of action which may be caused, directly or indirectly, in whole or in part from participation in sweepstakes or receipt/use of the prize, including but not limited to any claim for personal injury, including death, damage to or loss of any person or property, any claims/actions based on publicity rights, defamation or invasion of privacy which may arise from participating in this Sweepstakes or its related activities. Winner and companions also agree that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, guarantee, express or implied, in fact or in law, relative to the Prize. Winner and companions further acknowledge and agree that IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE. Participants further agree that Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

**8. Publicity:** Except where prohibited by law, participation in the Sweepstakes constitutes the winner's consent to Sponsor use of winner's name, likeness, photograph, voice, opinions, and/or hometown and state for Sweepstakes purposes in any media, worldwide, without further payment or consideration.

**9. General Conditions:** TruMark Financial reserves the right to cancel, suspend, and/or modify the Sweepstakes or any part of it, for any reason, including if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other Sweepstakes or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and should such an attempt be made, Sponsor reserves the right to seek damage from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**10. Limitations of Liability:** TruMark Financial officers, directors, employees, agents, and representatives are not responsible for typographical or other errors in the printing, stolen, lost, late, garbled, delayed, misdirected, damaged, incomplete, postage due, or ineligible entries or in the offering or the administration of the Sweepstakes or in the announcement of the prize. If, in the exclusive judgment of TruMark Financial, this Sweepstakes becomes compromised in any way, TruMark Financial reserves the right to withdraw the Sweepstakes offer, cancel any method of entry, void any entries submitted fraudulently, or select winners

from all eligible entries received prior to the act that compromised the Sweepstakes. By entering, entrants acknowledge compliance with these Official Rules including all eligibility requirements.

**11. Disputes:** Except where prohibited, entrant agrees: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by a state or federal court located in Pennsylvania; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these official rules, or the rights and obligations of the entrant and Main Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Pennsylvania or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.

**12. Privacy:** Information collected from entrants is subject to TruMark Financial's Privacy Policy (<https://www.trumarkonline.org/docs/default-source/pdfs/privacy-policy.pdf>)

**13. Winners' List:** To receive confirmation of the names of the winner(s), send a stamped self-addressed envelope to: TruMark Financial Credit Union, Attn: TruMark Financial "Auto loan \$500 L.L. Bean gift card" Sweepstakes Winner List, 335 Commerce Drive P.O. Box 8127, Fort Washington, PA 19034 within sixty (60) days of expiration of the Sweepstakes Period.