

## ZEAL CREDIT UNION'S BUY LOCAL SPEND LOCAL PROGRAM

### OFFICIAL RULES

Zeal Credit Union's Buy Local Spend Local Program (the "Program") is a prize-linked promotion offered by Zeal Credit Union (the "Credit Union"), whereby participants may win monthly prizes by using their Zeal Credit Union Debit Card ("Zeal Debit Card") to make purchase at participating merchants. The following Official Rules ("Official Rules") apply to all participants ("Program Participants") and to all Prize recipients ("Prize Recipients").

1. **ELIGIBILITY:** The Program is open only to legal residents of the State of Michigan, 18 years of age or older as of the time of each monthly selection. The Program is subject to all applicable federal, state, and local laws. The Program is void where prohibited.
2. **PROMOTIONAL PERIOD:** The Program will begin at 12:00 a.m. on July 1, 2023 (Eastern Standard Time as observed in Livonia, Michigan), and will continue thereafter until terminated by the Credit Union in the exercise of its sole discretion ("Program Promotional Period").
3. **HOW TO ENTER:** During the Program Promotional Period, the Program will be conducted in monthly phases (each a "Monthly Program Period"). Program Participants will be automatically entered into the Program each time they use their Zeal Debit Card to make a purchase from a participating merchant (a "Qualifying Action") during a Monthly Program Period. Program Participants will receive one (1) entry for each Qualifying Action completed during any Monthly Program Period. In order to be a Qualifying Action during any Monthly Program Period, the Qualifying Action must post/settle to the Program Participant's account during that Monthly Program Period. The first Monthly Program Period will commence at 12:00am on July 1, 2023 and will end at 11:59pm on July 31, 2023. Subsequent Monthly Program Periods will follow the same pattern, beginning on the first day of the month and ending on the last day of the month, until terminated by the Credit Union. Any Qualifying Action resulting in an automatic entry during any Monthly Program Period will be deemed to be made by the primary person in whose name the Zeal Debit Card was issued.
4. **PARTICIPATING MERCHANTS:** A listing of participating merchants is available at [www.BuyLocalSpendLocal.com/Zeal](http://www.BuyLocalSpendLocal.com/Zeal) (the "Website"). The Credit Union specifically reserves the right to change, add, or delete participating merchants at any time, without advance notice to Program Participants. Any such changes will be posted on the Website. It is the obligation of Program Participants to review the listing of participating merchants maintained on the Website from time to time.
5. **ALTERNATIVE METHOD OF ENTRY:** No purchase or obligation is necessary to enter or win the Program. Instead of the entering the Program by the automatic means described above, you may enter during any Monthly Program Period by U.S. Mail without purchase or obligation. To enter by mail, you must hand-print all of the following on an 8.5" x 11" sheet of paper: "Zeal Credit Union Buy Local Spend Local Program", the dates of the Monthly Program Period in which you wish to enter, your name, address, city, state, ZIP code, daytime and evening telephone numbers (including area code), and email address, and mail same in a #10 envelope with sufficient first class postage affixed, to Zeal Credit Union, 17250 Newburgh Road, Livonia, MI 48152.

You may enter as often as you wish; however, each mail-in entry will count as only one (1) entry into the drawing for the Monthly Program Period specified in the mail-in entry. If you wish to enter more than once in any Monthly Program Period, then you must submit each additional entry in a separate postmarked-and-stamped envelope as indicated above. In order to be considered for entry into any Monthly Program Period, your entry must indicate the one specific Monthly Program

Period in which you wish to enter, and it must be received by the Credit Union during that Monthly Program Period. Entries received prior to the commencement of, or after the termination of the applicable Monthly Program Period, and/or entries that do not meet the specifications set forth in this section, will not be eligible for entry into the drawing.

Proof of mailing does not constitute proof of delivery. Entries that are mechanically or electronically reproduced, copied, illegible, incomplete, or inaccurate and entries by any means which subvert the entry process are void. Entries become the property of the Credit Union and will not be acknowledged or returned. Entries not complying with these Official Rules are subject to disqualification at the Credit Union's sole discretion.

6. **DETERMINATION OF PRIZE RECIPIENTS:** Following the end of each Monthly Program Period, twenty (20) Prize Recipients will be selected in a random drawing from among all eligible automatic and mail-in entries received during that Monthly Program Period. All random drawings will be conducted by the Credit Union. The Credit Union's decisions are final and binding on all matters relating to the Program. Prize Recipients will be notified by telephone and/or email.
7. **ODDS:** The actual odds of winning a Prize depend upon the total number of eligible entries received during each Monthly Program Period. **NO PURCHASE OR OBLIGATION NECESSARY TO ENTER OR WIN. NON-PURCHASE ENTRIES HAVE AN EQUAL CHANCE OF WINNING.**
8. **PRIZE:** Except as otherwise set forth in these Official Rules, the Credit Union will award each Prize Recipient a sum equal to the amount of the Qualifying Action selected in the drawing, up to a maximum of \$25.00. Program Participants may win more than once in any Monthly Program Period, however Program Participants are limited to receiving maximum winnings of no more than \$500.00 in any calendar year.

If the Prize Recipient is a Credit Union member, the Prize will be deposited into the Winner's Credit Union checking account tied to the debit used for qualifying transaction. If the Prize Recipient is not a Credit Union member, then the Prize Recipient may obtain his/her Prize by appearing in person at the Credit Union's branch location located at 17050 Newburgh Road, Livonia, MI 48152. Any and all other costs and expenses associated with prize acceptance and use not specifically stated within these Official Rules are the sole responsibility of the Prize Recipient, including, without limitation, all federal, state, and local taxes.

8. **USE OF DATA: USE OF DATA:** All information submitted will be treated according to the Credit Union's Privacy Policy, available at <https://www.zealcu.org/privacy-policy/>. By participating in the Program and providing contact information, Program Participants hereby agree to the Credit Union's collection and usage of their personal information and acknowledge that they have agreed to be bound by the Credit Union's Privacy Policy.
9. **CONDITIONS OF PARTICIPATION:** The Credit Union makes no representations or warranties of any kind with respect to the Program. Any warranty, express or implied, is hereby excluded and disclaimed.

The Credit Union is not responsible for lost, late, illegible, misdirected, inaccurate, incomplete, undelivered, damaged, delayed, garbled, postage-due, or stolen mail, entries, and transactions; for transactions that are lost, misdirected, or fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly; or for any other errors or problems of any kind, whether typographical, printing, mechanical, human, electronic, or otherwise, relating to or in connection with the Program, including, without limitation, any error or problem that may occur in connection with the administration of the Program, the processing of entries, the announcement of Prizes, or in any Program-related materials.

Entries that have been tampered with or altered are void. The Credit Union reserves the right, in its sole discretion, to cancel or suspend part or all of this Program at any time without notice and for any reason including, if in the Credit Union opinion there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Program, or if virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness, or integrity and proper play of the Program. In the event of cancellation, the Credit Union may void any entries it suspects are at issue and, at its discretion, if terminated, award Prizes in a random drawing from among all non-suspect, eligible entries received up to the date of cancellation.

Caution: Any attempt by any Program Participant or any other individual to damage or undermine the legitimate operation of the Program may be in violation of criminal and civil laws and, should such an attempt be made, the Credit Union reserves the right to seek any and all remedies available from any such person to the fullest extent permitted by law, including criminal prosecution. The Credit Union's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. The Credit Union reserves the right to disqualify Program Participants who violate these Official Rules or interfere with this Program in any manner. If a Program Participant is disqualified, the Credit Union reserves the right to terminate that person's eligibility to participate in the Program.

10. **DISPUTES:** Except where prohibited by law, all issues/questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the Program Participants, Prize Recipients, the Indemnified Parties, and the Credit Union in connection with the Program, shall be governed by, and construed in accordance with the laws of the State of Michigan and applicable Federal law. Any dispute arising between the Credit Union and any Program Participant and/or Prize Recipient and/or any dispute concerning the Credit Union's administration of the Program shall likewise be governed by, and construed in accordance with, the substantive laws of the state of Michigan and applicable Federal law. The Program is void where and to the extent prohibited by law.
11. **ARBITRATION:** Except where prohibited by law, as a condition of participating in this Program, Program Participants agree that (1) any and all disputes and causes of action arising out of or connected with this Program, or any Prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the Program Participant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will Program Participants be permitted to obtain awards for, and Program Participants hereby waive all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Program Participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Program), and Program Participants further waive all rights to have damages multiplied or increased.
12. **TAXES:** All Prize Recipients are solely responsible for all applicable federal, state and local taxes and any expenses associated with the Prizes.
13. **RELEASE AND INDEMNIFICATION:** By participating in the Program, each Program Participant and each Prize Recipient releases and discharges the Credit Union and its officers, directors, employees, shareholders, members and representatives, and agents ("Indemnified Parties") harmless from any and all liability whatsoever in connection with the Program, including without limitation, legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light (collectively "Claims"). Except where prohibited by law, acceptance of a Prize constitutes a release by the Prize Recipient of the

Indemnified Parties of any and all Claims in connection with the administration for the Program and the use, misuse or possession of any Prize. This limitation of liability is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect, or consequential damages; loss of data, income or profit; loss of damage to property; and claims of third parties.

14. **LIMITATION OF LIABILITY:** IN NO EVENT WILL THE CREDIT UNION AND/OR THE INDEMNIFIED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THE PROGRAM OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE.
  
15. **MISCELLANEOUS:** The Credit Union reserves the right to amend these Official Rules or discontinue, modify, revise or amend the Program at any time. The Credit Union disclaims any responsibility to notify Program Participants and/or Prize Recipients of any aspect related to the conduct of the Program. Written copies of these Official Rules are available during normal business hours at any Credit Union branch location and on the Credit Union's website at <https://www.zealcu.org/buy-local-spend-local/>.
  
16. **SPONSOR AND ADMINISTRATOR:** The Program is sponsored and administrated by Zeal Credit Union, 17250 Newburgh Road, Livonia, MI 48152.