



Here's to the Hard Working Americans

Contest Terms, Conditions, and Official Rules

The 2023 "Here's to the Hard Working Americans Contest" ("Contest") is a prize-linked promotion offered by Zeal Credit Union (the "Credit Union"), whereby you can nominate a deserving individual or business to receive a prize. These Contest Terms, Conditions and Official Rules ("Official Rules") apply to all Contest participants and prize recipients.

1. CONTEST TERM AND DEADLINES

The Contest will be conducted in two phases. The first phase begins on June 1 at 12:00 AM and ends June 30, 2023, at 11:59:59 PM. (the "Nomination Period"). The second phase will commence on July 1, 2023 and will end on July 14, 2023 at noon/ 12 PM EST (the "Judging Period"). All times are Eastern Standard Time as observed in Livonia, Michigan. Following the conclusion of the Judging Period, on or about July 14, 2023, the six (6) Potential Prize Recipients will be selected from among all Eligible Entries received, pursuant to the Judging Criteria set forth herein.

2. ELIGIBILITY REQUIREMENTS

Individuals making nominations and their nominees must be at least 18 years of age, and legal residents in the United States and the District of Columbia. Residents of AL & NE must be 19 years of age or older. The Contest is void in Puerto Rico, U.S. territories and possessions outside the 50 United States and District of Columbia, and where prohibited or restricted by law. Employees and board members of the Credit Union, and their respective IRS dependents, immediate families (parent, child, sibling, and spouse) and/or members of their households, are ineligible to participate in this Contest. The Credit Union's advertising, promotion, or production agencies, web masters and web suppliers, and their respective officers, directors, employees, representatives, and agents (collectively, the "Contest Entities") and their IRS dependents, immediate families (parent, child, sibling, and spouse) and/or members of their households, are ineligible to participate in the Contest. By participating in the Contest, all participants, Potential Prize Recipients, and Final Prize Recipients agree to be bound by these Official Rules and the decisions of the Credit Union, which shall be final and binding in all matters related to the Contest.

3. HOW TO ENTER

Visit ZealCU.org/Nominate (the "Contest Site") during the Nominating Period and complete the required entry form ("Entry Form"). Participants must complete and submit the Entry Form in its entirety, providing all requested information, including, but not limited to, the first and last name, telephone number and email address of the participant making the nomination, as well as the full name, email, and telephone number of the nominee, together with an explanation of why the participant is nominating the nominee. Entry

Forms that are missing any information or are otherwise incomplete in any way will be rejected and will not be considered for entry into the Contest. Each fully completed Entry Form submitted shall be an "Entry". An Entry shall be an "Eligible Entry" where it is fully and accurately completed, timely and properly submitted during the Nominating Period, and where both the nominating participant and the nominee meet the Eligibility Requirements set forth in Section 2 of these Official Rules. Proof of submission will not be considered proof of receipt.

4. JUDGING CRITERIA/SELECTION OF POTENTIAL PRIZE RECIPIENTS

On or about July 14, 2023, each Eligible Entry shall be judged separately based on the following judging criteria and with the following weight given to each such criteria (collectively, the "Judging Criteria"):

- A. **Impact: 25%** Each Eligible Entry will be judged for the impact this person made/is making within a Michigan community. Did/do they have a significant impact on the life or lives of another?
- B. **Compelling Story Pitch: 50%** Each Eligible Entry will be judged based on the reason stated in the Eligible Entry as to why the nominee should be selected to receive a prize.
- C. **Creativity: 25%** Each Eligible Entry will be judged on its creativity.

The six (6) Eligible Entries having the highest combined scores shall be declared to be Potential Prize Recipients, subject to verification by the Credit Union. In the event of a tie, the Eligible Entries having the most compelling stories will be declared the Potential Prize Recipients from among all tying Eligible Entries, as determined by the Judges in their sole and absolute discretion. Judging decisions shall be final on all matters relating to the Contest.

5. NOTIFICATION TO, AND OBLIGATIONS OF ALL POTENTIAL PRIZE RECIPIENTS

Between July 15, 2023 and July 31, 2023, the Potential Prize Recipients will be notified by email directed to the email address that was provided on the Eligible Entry. If the Potential Prize recipient does not respond within the time period specified in such email notification, the Credit Union will make one (1) additional attempt to contact the Potential Prize recipient at the same email address. If the Potential Prize Recipient does not respond within twenty-four (24) hours from the time this second email is sent, the Potential Prize Recipient shall be disqualified and the Eligible Entry having the next highest score using the Judging Criteria above, shall be chosen as the Potential Prize recipient. Nominating participants are solely responsible for providing the Credit Union with accurate contact information.

All Potential Prize recipients will be required to provide proof, to the Credit Union's satisfaction, of his/her/their eligibility, including without limitation, proof of age, residence, and identity. All Potential Prize recipients will be asked to complete, sign and return within **five (5) days** an Affidavit of Eligibility; a Release of Liability; an Assignment of Rights; a Publicity Release (where legal); written permission for Credit Union to conduct a background check (as discussed in more detail in Section 5 of these Official Rules) and any other similar documentation considered reasonably necessary given the nature of the Contest in the Credit Union's sole discretion (collectively, the "Documentation"). Failure to complete the Documentation as required may result in the disqualification of the Potential Prize Recipient's disqualification, at the Credit Union's sole discretion, and selection of an

alternate Potential Prize Recipient based on the next highest score using the Judging Criteria above.

All Potential Prize Recipients must sign a written authorization permitting the Credit Union and its designated agents and representatives to conduct a comprehensive review of the Potential Prize Recipient's background (the "Background Check"). All Potential Prize Recipients will be asked to provide a social security number or similar tax identification number, addresses or residences from the last seven (7) years, date of birth, prior names (e.g. maiden name) and any other information necessary for the Credit Union and its designated agents and representatives to conduct a Background Check. The scope of the Background Check may include, without limitation, civil and criminal history records from any criminal justice agency in any or all federal and state records, sex offender registry check, and terrorist watch list check. Potential Prize Recipients failing or refusing to provide authorization for a Background Check will be disqualified and the Credit Union will select an alternate Prize recipient based on the next highest score using the Judging Criteria above.

In addition, Sponsor reserves the right, in its sole discretion, to disqualify a participating nominee and/or a Potential Prize recipient for any reason, including, but not limited to (as applicable), (a) non-compliance with these Official Rules; (b) notification being returned as undeliverable; (c) negative or unacceptable (as determined in the Credit Union's sole discretion) information revealed in the Background Check; (d) failure to meet Eligibility Requirements; (e) failure of the Entry to qualify as an Eligible Entry.

6. PRIZES

Six (6) Potential Prize recipients successfully passing through the verification process as set forth in these Official Rules and submitting all required Documentation shall become Final Prize Recipients. Each Final Prize Recipient shall receive \$700, and a \$700 donation made by the Credit Union on their behalf to one of the 501(c)3 charities listed on the contest page at ZealCU.org/nominate. The nominator of each of the six (6) Final Prize Recipients will receive \$100. In the event there is more than one nominator for an individual Prize Recipient, the \$100 will be evenly divided among those who nominated the Prize Recipient. Final Prize Recipients and nominators are solely responsible for all applicable federal, state and local taxes and any expenses associated with the Prize.

7. PUBLICITY/ASSIGNMENT OF RIGHTS

By submitting an Entry or accepting a Prize, you grant to the Credit Union and its authorized agents a royalty-free, sub-licensable, transferable right to exploit the content of your Entry in any medium throughout the world in perpetuity for editorial, educational, promotional, publicity, advertising, or any other purpose on behalf of the Credit Union or its affiliates, without further compensation unless specifically prohibited by law. You explicitly acknowledge and agree that the Credit Union reserves the right to publish any or all of the content of Entry with or without first and last name credit to the nominating participant, and Entries attempting to restrict this right will not be considered. Additionally, you agree that the Credit Union will be the sole and exclusive owner of all rights, title and interest in all ideas, concepts, expressions, information, material and works of authorship prepared in connection with any Entry, each as a "Work Made For Hire" under the Copyright laws of the United States, but if such works of authorship cannot be so deemed, then the Prize winner hereby irrevocably assign and transfer to the Credit Union, its successors and

assigns, any and all rights, title and interest that you may have in any of the materials prepared in connection with the Contest. Participants and Prize Recipients shall execute at the Credit Union's request such assignments and other documents as may be necessary to confirm or enact this assignment or any grant of rights set forth herein. Should the Credit Union fail to request the said assignment as stated, that shall not be deemed a waiver of the Credit Union's rights and the Credit Union may at a later time request the assignment. **By submitting an Entry and/or accepting a Prize, you explicitly acknowledge that their story can and will be shared through photo/video and shared on the Zeal Credit Union website and social channels such as Facebook and Instagram with no additional compensation, and no prior approval.**

8. INDEMNIFICATION AND WARRANTIES

The Credit Union makes no representations or warranties of any kind with respect to the Contest. Any warranty, express or implied, is hereby excluded and disclaimed. By participating in the Contest, each participant, Potential Prize Recipient and/or Final Prize Recipient releases and discharges Zeal Credit Union and its officers, directors, employees, shareholders, members and representatives, and agents (the "Indemnified Parties") harmless from any and all liability whatsoever in connection with the Contest, 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 Contest and the use, misuse, or possession of any Prize. The Credit Union reserves the right to disqualify any participant, Potential Prize Recipient and/or Final Prize Recipient who fails to follow these Official Rules or who makes any misrepresentations relative to the Contest and/or Prize redemption.

9. LIMITATIONS ON LIABILITY

Neither the Credit Union, the Indemnified Parties, nor the Contest Entities are responsible for illegible, lost, late, damaged, destroyed, inaccurate, delayed, incomplete, unintelligible, non-delivered, misdirected, stolen Entries; or for incomplete, inaccurate, lost, interrupted or unavailable network, satellite, telephone networks or lines, cellular towers or equipment (including handsets), computer on-line systems, computer equipment, software, viruses or bugs, servers or providers, or other connections, availability or accessibility; or for unauthorized access to, or alteration of entries; or miscommunications, failed computer, telephone, cellular, satellite, or cable transmissions, lines or other technical failure; or for jumbled, scrambled, delayed, or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties; or for any other errors of any kind, whether human, technical, mechanical, electronic or network, including, without limitation, any errors which may occur in connection with the administration of the Contest or in any Contest-related materials; or for the incorrect or inaccurate capture of Entry or other information, or the failure to capture any such information. Persons who tamper with or abuse any aspect of the Contest or Contest Site, as solely determined by the Credit Union, will be disqualified (and all associated Entries will be void), and Sponsor reserves the right to terminate such person's eligibility to participate in this or any other promotion offered by the Credit Union. Entries generated by robotic, programmed, script, macro, or other automated means or by any means which subvert the entry process will be disqualified. The Credit Union and the Contest Entities are not responsible for injury or damage to

participant's or to any other person's computer related to or resulting from participation in the Contest or downloading materials from the Contest Site. Should any portion of the Contest be, in the Credit Union's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Credit Union, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, the Credit Union reserves the right at its sole discretion to suspend or terminate the Contest, and select Potential and Final Prize Recipients for judging from all non-suspect, Eligible Entries received prior to action taken or as otherwise deemed fair and appropriate by the Credit Union.

10. DISPUTES

By participating in the Contest and/or accepting any Prize, you agree that (a) any and all disputes, claims, and causes of action arising out of, or connected with, the Contest (including without limitation, any alleged violation of these Official Rules, any controversy relating to the arbitrability of any dispute, or any claim that these Official Rules (or any part thereof) are invalid, illegal, or otherwise voidable or void) shall be resolved individually, without resort to any form of class action, and exclusively by arbitration to be held solely in the State of Michigan; (b) any and all claims, judgments, liabilities, and/or awards shall be limited to actual out-of-pocket costs incurred, and in no event will a claimant be entitled to receive attorneys' fees or other legal costs; and (c) under no circumstances will a claimant be permitted to obtain awards for, and you hereby waive, all rights to claim, punitive, special, incidental, and/or consequential damages and any other damages, other than 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 participants, Potential Prize Recipients, Final Prize Recipients, and/or Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law rules.

11. SPONSOR AND ADMINISTRATOR

Sponsor and Administrator: Zeal Credit Union, 17250 Newburgh Road, Livonia, MI 48152