



## Electric Vehicle Giveaway Official Rules

### **NO PURCHASE NECESSARY TO ENTER OR WIN.**

**Eligibility.** Electric Vehicle Giveaway (“Giveaway”) is only open to (i) legal residents of the United States residing in the state of North Carolina, (ii) who are 18 years of age or older at the date of Giveaway entry, (iii) who are Civic Federal Credit Union (“Civic FCU” or the “Sponsor”) members in good standing, and (iv) who hold a valid North Carolina driver’s license. Employees of the Sponsor, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers (collectively the “Employees”), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Giveaway. This Giveaway is subject to all applicable federal, state, and local laws and regulations. Void where prohibited. Giveaway excludes business accounts. The Sponsor retains the sole discretion to determine any issue of eligibility and its decision will be final.

**Giveaway Period.** The Giveaway will begin on July 1, 2021 at 12:00:01 a.m. Eastern Time (“ET”) and end on December 31, 2021 at 11:59:59 p.m. ET (the “Giveaway Period”). All times are listed in Eastern Time Zone, whether Eastern Daylight Time (EDT) or Eastern Standard Time (EST). Entries made before or after the Giveaway Period will be disqualified.

**How to Enter.** There are 6 (six) ways to enter:

- 1) A member who meets all eligibility requirements (“Eligible Member”) will automatically receive:
  - a. One (1) Giveaway entry per month for a minimum of ten (10) Posted Purchase Transactions made with a Civic Mastercard® Debit Card (“Civic Debit Card”) in a calendar month period during the Giveaway Period (“Civic Debit Card” excludes Civic Mastercard® Personal Fire Affinity Card linked to the Fire Bonus Checking Account).
  - b. One (1) Giveaway entry per month for a minimum of ten (10) Posted Purchase Transactions made with a Civic Mastercard® Rewards Credit Card (“Rewards Credit Card”) in a calendar month period during the Giveaway Period.
  - c. One (1) Giveaway entry per month for a minimum of ten (10) Posted Purchase Transactions made with a Civic Mastercard® Classic Credit Card (“Classic Credit Card”) in a calendar month period during the Giveaway Period.
  - d. One (1) Giveaway entry per month for a minimum of ten (10) Posted Purchase Transactions made with a Civic Mastercard® Secure Credit Card (“Secure Credit Card”) in a calendar month period during the Giveaway Period.

A “calendar month period” means the beginning of a month to the end of that month. For example, an Eligible Member who makes twenty (20) purchases with a Civic Debit Card in the month of July will receive one (1) Giveaway entry for that month. An Eligible Member who makes seven (7) purchases with a Civic Debit Card in the month of August would not receive a Giveaway entry for that month. “Posted Purchase Transactions” are those transactions appearing on the official account statement during the Giveaway Period. Posted Purchase Transactions do not include non-purchase transactions, including but not limited to ATM transactions, cash advances, balance transfers, amounts credited to the account, account fees charged per Civic FCU’s schedule of fees, service charges, or interest charges. Posted Purchase Transactions are not combined between the Civic Debit Card, the Rewards Credit Card, the Classic Credit Card, and the Secure Credit Card; you must meet the minimum of ten (10) Posted Purchase Transactions on one card to be eligible for one (1) Giveaway entry.

- 2) An Eligible Member who is the primary account holder will automatically receive one (1) Giveaway entry per \$5,000 of the approved loan amount when they apply, and are approved, for a consumer loan during the Giveaway Period. The approved loan amount must be for at least \$5,000 or more. To be eligible for entry, all closed-end loans must be funded within the Giveaway Period. Refinances of existing Civic FCU loans and credit cards are not eligible and will not receive an entry.
- 3) Eligible Members may receive one (1) Giveaway entry by mailing a 3”x5” card that includes their name, address, telephone number and email address to the following address: Civic FCU Electric Vehicle

Giveaway, 3600 Wake Forest Road, Raleigh, NC 27609. Mail-in entries must be postmarked by December 31, 2021 and received by January 6, 2022.

Regardless of entry method, a maximum number of fifteen (15) entries may be received by any one individual over the course of the Giveaway Period. Additional entries received in excess of the maximum number of entries will be void.

The Sponsor assumes no responsibility for incorrect, invalid, terminated, or non-functioning email or lost, incomplete, late, illegible, or undelivered entries. Incomplete entries or entries not complying with these Official Rules are subject to disqualification, at the Sponsor's sole discretion.

**Prize.** The prize is a 2021 Tesla Model 3 Electric Vehicle (the "Prize"). The approximate retail value of the Prize is \$50,490. Color, trim, and all other options will be selected by Sponsor in its sole discretion. The Prize is non-transferable to another person or entity. No cash redemption or substitution of prize will be made, except by Sponsor in its sole discretion due to causes determined solely by Sponsor, and then for a prize of equal or greater value. The Prize will be awarded in "as-is" condition with the remainder of any manufacturer's warranty, if applicable. The Prize may have several thousand miles on the odometer and normal wear and tear as a result of being driven to and from promotional events during the Giveaway Period. Sponsor is not responsible or liable for any warranty, representation, or guarantee relative to the Prize, including but not limited to its quality, mechanical condition, or fitness. The Sponsor will be responsible for payment of initial fees, including applicable dealership fees, sales tax, title fees, registration fees, and North Carolina Department of Motor Vehicles title transfer fees. The winner is solely responsible for paying all other applicable taxes and fees. The winner will receive an IRS Form 1099 and may wish to consult with their tax advisor. Other than the taxes and fees specifically listed above, no fees, taxes or other penalties will be paid by the Sponsor in connection with the Prize or Giveaway.

**Odds.** The odds of winning the Prize depend upon the number of eligible entries received during the Giveaway Period.

**Winner Selection and Notification.** One (1) potential Prize winner will be selected by Sponsor in a random drawing from among all eligible entries received on or about January 6, 2022.

You need not be present at the time of drawing to be eligible to win. The potential Prize winner will be notified on or about January 6, 2022 by telephone and/or email. Winners will be required to respond to Sponsor within two (2) business days following notification as a condition of receiving the Prize. Potential Prize winner will also be required to provide the Sponsor with a valid North Carolina driver's license, proof of insurance, and execute and return an affidavit of eligibility, a liability/publicity release, and any applicable federal and state tax documents within five (5) business days following notification as a condition of receiving Prize. The Sponsor shall have no liability for a potential Prize winner's failure to receive notices due to spam, junk email or other security settings, or for provision of incorrect or otherwise non-functioning contact information. Sponsor's inability to contact the potential Prize winner within a reasonable time period, potential Prize winner's failure to respond or provide additional information in accordance with these Official Rules, or otherwise accept the Prize, will result in the potential Prize winner's disqualification and, at Sponsor's discretion, an alternate winner may be selected.

**Agreement to Rules.** By participating, you agree to be fully and unconditionally bound by these rules, and you represent and warrant that you meet the eligibility requirements. In addition, you agree to accept the decisions of the Sponsor as final and binding as it relates to the content of the Giveaway. Participation in the Giveaway is subject to and governed by the Official Rules set forth herein.

By entering the Giveaway, you understand and agree that Sponsor, anyone acting on behalf of Sponsor, and Sponsor's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Giveaway, and biographical

information for news, publicity, information, trade, advertising, public relations, and promotional purpose, without any further compensation, notice, review, or consent.

**Terms and Conditions.** Sponsor reserves the right, in its sole discretion, to modify, cancel, suspend, or terminate the Giveaway in the event the administration, security, fairness, integrity, or proper conduct of the Giveaway is jeopardized or in the event the Giveaway is unable to run as planned for any other reason.

Any attempt by an entrant to deliberately damage any website or undermine the legitimate operations of the Giveaway may be a violation of criminal and civil laws. Should such attempt be made, Sponsor reserves the right to disqualify an entrant and to seek damages to the fullest extent permitted by law.

Sponsor's failure to enforce any provision in these Official Rules shall not constitute a waiver of that provision.

**Limitation of Liability.** BY ENTERING, YOU AGREE TO RELEASE AND HOLD HARMLESS SPONSOR AND ITS SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS, AND DIRECTORS FROM ANY LIABILITY, ILLNESS, INJURY, DEATH, LOSS, LITIGATION, CLAIM, DAMAGE, OR EXPENSE (INCLUDING ATTORNEYS' FEES) THAT MAY OCCUR, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, WHETHER CAUSED BY NEGLIGENCE OR NOT, FROM: (I) YOUR PARTICIPATION IN THE GIVEAWAY AND/OR YOUR ACCEPTANCE, POSSESSION, USE, OR MISUSE OF THE PRIZE OR ANY PORTION THEREOF; (II) TECHNICAL FAILURES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE MALFUNCTION OF ANY COMPUTER, CABLE, NETWORK, HARDWARE, OR SOFTWARE, OR OTHER MECHANICAL EQUIPMENT; (III) THE UNAVAILABILITY OR INACCESSIBILITY OF ANY TRANSMISSIONS, TELEPHONE, OR INTERNET SERVICE; (IV) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OF THE GIVEAWAY; (V) TYPOGRAPHICAL, ELECTRONIC, OR HUMAN ERROR IN THE ADMINISTRATION OF THE GIVEAWAY, THE ANNOUNCEMENT OF THE WINNER, OR THE PROCESSING OF ENTRIES.

THIS LIMITATION OF LIABILITY APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES; LOSS OR DAMAGE TO PROPERTY; LOSS OF DATA; LOSS OF INCOME OR PROFIT; AND CLAIMS OF THIRD PARTIES.

**Privacy Policy.** Information submitted with an entry is subject to the Privacy Notice stated on the Sponsor website.

**Disputes.** All disputes, claims, and causes of action arising out of this Giveaway shall be governed by the laws of the state of North Carolina and shall be resolved exclusively by the courts of Wake County, North Carolina.

**Sponsor.** The Sponsor of the Giveaway is Civic Federal Credit Union, 3600 Wake Forest Road, Raleigh, NC 27609.

All third-party names and trademarks are the property of their respective owners. This Giveaway is not sponsored, endorsed, or affiliated in any way with Tesla or Mastercard.