

# -OFFICIAL RULES-

## Peloton Giveaway

### 1. **SPONSOR**

The Peloton Giveaway (“Contest”) is sponsored by Community Choice Credit Union (“Sponsors”).

### 2. **ELIGIBILITY**

The Contest is open to those who are at least 18 years old at the time of entry and hold a valid State-of-Iowa-issued form of identification. Only one individual’s name may be associated with each entry. Employees of the Sponsors, as well as the employees of other companies associated with the promotion of the Contest, and the immediate family (“immediate family” is defined as spouse, son, daughter, sister, brother, mother, father, step-children, step-siblings and step-parents) of each such employee are not eligible. The Contest is subject to federal, state, and local laws and regulations.

### 3. **AGREEMENT TO OFFICIAL RULES**

Participation in the Contest constitutes entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsors, which are final and binding. Winning the Contest is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein. The Sponsors reserves the right to disqualify a participant if the Contest rules are violated in any way. Official Rules are available during regular business hours at Sponsor’s location: 6163 NW 86<sup>th</sup> St, Suite 105, Johnston, IA 50131 and on the contest website, [www.unbankandwin.com](http://www.unbankandwin.com). Official Rules will be provided upon request. Official Rules are subject to change without notice.

### 4. **CONTEST PERIOD**

The Contest begins on January 6<sup>th</sup>, 2022 and ends on February 18<sup>th</sup>, 2022 at 2 PM (CST). Entries made before or after the official Contest period will be disqualified. Entries will be accepted for the duration of the Contest period.

### 5. **HOW TO ENTER**

Entrants will receive one entry in the Contest by filling out the online entry form at [www.unbankandwin.com](http://www.unbankandwin.com) and moving their car loan to Community Choice Credit Union no later than February 18<sup>th</sup>, 2022. Eligibility status is contingent upon the closure of the Entrant’s car loan, funded by Community Choice Credit Union, by February 18<sup>th</sup>, 2022 at 2 PM (CST). Alternatively, if entrants do not wish to move their car loan to Community Choice, they may receive one entry in the Contest by sending a 3x5 inch index card that includes their name, telephone number and e-mail address to the following address:

Community Choice Credit Union  
Peloton Giveaway  
6163 NW 86th Street, Suite 105  
Johnston, Iowa 50131

All entrants will be required to provide Sponsors with their legal name, e-mail address (if applicable) and telephone number. By entering the Contest, all entrants agree that the Sponsors may use his/her voice, name, photograph and likeness for promotional purposes and waives any claim of royalty or right of further remuneration for any such promotional use.

In order to be eligible, online entries must be received by February 17<sup>th</sup>, 2022, with the Community Choice-funded car loans closed and funded by February 18<sup>th</sup>, 2022 at 2 PM (CST), and mail entries (3x5" index card) must be received at the aforementioned address by February 18<sup>th</sup>, 2022. The Sponsors and its respective directors, officers, employees and members assume no responsibility for incorrect, invalid, terminated or non-functioning e-mails or lost, incomplete, late, illegible or undelivered entries.

NO PURCHASE IS NECESSARY TO PARTICIPATE OR WIN. The Contest is void where prohibited by law.

## **PRIZE**

Grand Prize (6): A Peloton Bike Basics, equipment only (subscription membership not included). Retail value of the Peloton bike is \$1,495. There is no cash prize or alternative prize.

Winners will receive their Prize, subject to payment by the winner of all applicable taxes. The Sponsors and its respective parents, subsidiaries, affiliates, and other companies associated with the Contest make no claims of merchantability of the Prizes.

## **6. CONTEST ODDS**

The odds of being selected as the winner depend on the number of entries into the contest at the time of the drawing. If 2,000 entries are made and only a single entry is made by each entrant, the odds of being a winner are 1:2,000.

## **7. PRIZE DRAWING**

The winners of the Prize will be determined on Friday, January 14<sup>th</sup>, 21<sup>st</sup>, and 28<sup>th</sup>, 2022 and Friday, February 4<sup>th</sup>, 11<sup>th</sup>, and 18<sup>th</sup>, 2022, at which time the winners will be contacted. Contest entrants need not be present to win.

## **8. WINNER NOTIFICATION**

The winners will be revealed on the Contest website on after being contacted by the Sponsor. The name of the winners and their respective city (but not street address) will be placed on the Contest website immediately following selection.

The winners, who will be determined on Friday, January 14<sup>th</sup>, 21<sup>st</sup>, and 28<sup>th</sup>, 2022 and Friday, February 4<sup>th</sup>, 11<sup>th</sup>, and 18<sup>th</sup>, 2022, will have until the close of business, seven days after the drawing of their name, to claim their Prize. If a Prize is not claimed, the Sponsors shall donate the unclaimed Prize for educational, civic, public, charitable, patriotic, or religious use.

The winners will be required to sign a release form in order to claim their Prize, and also provide the Sponsors with a signed statement confirming his or her eligibility under these Rules and applicable law, plus a valid State-of-Iowa-issued form of identification and social security number. By claiming their Prize and signing the release form, the winner releases the Sponsors and its officers, directors, members, employees, subsidiaries and affiliates from any and all claims, liabilities, and/or damages arising directly or indirectly out of the award and/or use of their Prize. The Sponsor is not responsible for illness, death or injury which may be sustained in conjunction with participation in the Contest and/or the use of a Prize awarded.

## **9. GENERAL CONDITIONS**

In the event that the operation, security, or administration of the Contest is impaired in any way, for any reason, including but not limited to fraud or unauthorized human intervention or other technical problems, or in the event that the Contest is unable to run as planned for any other reason, as determined by the Sponsors in its sole discretion, the Sponsors may, in its sole discretion, either a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or b) award the Prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the legitimate operation of the Contest. Such activities may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. Decisions of the Sponsors are final.

## **10. RELEASE AND LIMITATIONS OF LIABILITY**

Contest participants agree to release and hold harmless the Sponsors and its respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents (“Released Parties”) from and against any claim or cause of action arising out of participation in the Contest or receipt and/or use of a Prize. This includes but is not limited to:

- a) Technical errors associated with the Contest, such as lost, interrupted, or unavailable Internet Service Provider (ISP) access, or network, server, wireless service provider, or related connection errors. Said technical errors may also include the unavailability, limited accessibility, or miscommunication of a failed computer, satellite, telephone, cellular tower, or cable transmission line, or a technical failure or jumbled, scrambled, delayed, or misdirected transmission or computer hardware or software malfunction, or failure;
- b) Unauthorized human intervention in the Contest;
- c) Mechanical, electronic, human, and printing and/or typographical errors;
- d) Application downloads and/or failures;
- e) Any other errors or problems pertaining to the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the cancellation or postponement of the event, or the incorrect downloading and processing of entries or any Contest-related materials;
- f) Injury, death, loss, or damage of any kind, to persons and/or property which may be caused, directly or indirectly, in whole or in part, from the entrant’s participation in the Contest or acceptance, receipt, or misuse of a Prize (including any travel or activity related thereto). Entrants further agree that in any cause of action, the Released Parties’ liability will be limited to the cost of entering and participating in the Contest, and in no event shall an entrant be entitled to receive attorney’s fees; and/or
- g) Incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest.

Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

## **11. DISPUTES**

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the courts of Polk County, Iowa. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsors in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Iowa, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Iowa.

## **12. LEGAL PROCESS**

In the event that a Prize winner is subject to, or the subject of, any order or legal process issued by any governmental agency having jurisdiction over the affairs of the winner (e.g., garnishment, child support order, judgment, lien, and the like), the Sponsor's delivery of a Prize to an official representative of the governmental entity claiming a right to the Prize shall be deemed to be the award of the Prize to the winner. The Sponsors shall be entitled to rely in good faith upon any documents presented by the representatives seeking to collect the Prize in lieu of the winner. The Sponsors shall not be liable for any claim by winner for damages incidental thereto.

## **13. FINANCIAL OBLIGATION**

The winner assumes the financial obligation for local, state and federal taxes and all applicable fees based on the value of their Prize. In accordance with IRS regulations, the Prize winners will be furnished an IRS Form 1099 (miscellaneous income). For additional information, winners should consult their tax advisor. The winner will be entirely and solely responsible for paying any such taxes. No other fees, taxes and/or penalties will be paid by the Sponsors in connection with the Contest unless specifically outlined in these rules.