## American Airlines Federal Credit Union "The Gift of Membership Drawing" Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS DRAWING. PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS DRAWING IS INTENDED FOR VIEWING IN THE UNITED STATES ONLY AND SHALL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW. VOID WHERE PROHIBITED.

- **I. DRAWING PERIOD:** The "**The Gift of Membership Drawing**" (the "Drawing") begins at 12:00:00 a.m. midnight Central Time ("CT") on 11/11/2024 and ends at 11:59:59 p.m. CT on 12/31/2024 (the "Promotion Period"). The Drawing is sponsored by American Airlines Federal Credit Union ("Credit Union"), MD 2100, P.O. Box 619001, DFW Airport, TX 75261-9001 (the "Sponsor"). The official clock for purposes of the Drawing is the computer of the Sponsor.
- **II. ELIGIBILITY:** The Drawing is open to all legal consumer residents of the fifty (50) United States and Washington D.C. who are Credit Union members in good standing and who are eighteen (18) years of age or older. Officers, contractors, directors, officials, committee members, representatives, agents, family members of employees of the Sponsor, and employees of the Sponsor; and those of Sponsor's respective parent companies, affiliates, franchisees, licensees, subsidiaries, and advertising/promotion agencies, and persons engaged in the development, production or distribution of materials for this Drawing (collectively, the "Released Parties") are not eligible to participate in the Drawing. The Drawing is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's (also referred to as "Participant," "you," and "your") full and unconditional agreement to these Official Rules and Sponsor decisions, which are final and binding in all matters related to the Drawing. Winning a prize is contingent upon fulfilling all requirements listed below. Void in Puerto Rico, the U.S. Virgin Islands, Guam, U.S. military installations in foreign countries and where prohibited, taxed or restricted by law.
- **III. HOW TO ENTER THE DRAWING:** An individual will be deemed a Participant in the Drawing if the individual is identified either as a referring member ("referrer") via our Refer a Member promotion or enters by the alternative method during the Drawing Period.

To Enter: There are two ways to enter the Drawing. First, referrer is automatically entered in the drawing if the referee becomes a new member of the Credit Union via the Refer a Member promotion during the Drawing Period. Under the Refer a Member promotion, new eligible applicants for membership completing an online or a paper application, must use the promo code "REFER25" and provide the full account number of the referring member. Referring member will receive \$25.00 for each referral that results in a new membership account being opened, with a maximum of ten (10) referrals per calendar year. For the purposes of this drawing, new member account must be opened between 11/11/2024 and 12/31/2024. Total referrals will be tallied by Sponsor.

You may also enter by sending a 3 X 5 note card with your complete name, address, city, state, ZIP code, phone number and valid email address to the following address, which must be postmarked (by U.S. Postal Service) no later than 11:59 p.m. CT on 12/31/2024. Limit to a total of 10 mailed in entries or a maximum of two (2) mailed in entries per week. Each mail entry must be mailed separately. Mail to: American Airlines Credit Union, The Gift of Membership Drawing Promotion, Attn: Marketing Department, MD 2100, P.O. Box 619001, DFW Airport, TX 75261-9001.

A Participant is eligible to win only one prize in the Drawing. All required information must be completed to enter and to be eligible to win. Incomplete entries will be disqualified. Sponsor reserves the right, in its sole discretion, to void any and all entries of a Participant that submits more than the stated maximum limit of entries by using multiple/different addresses, identities or any other methods; or whom Sponsor believes has attempted to tamper with, influence or impair the administration, security, fairness or proper play of this Drawing. Proof of entering information is not considered proof of delivery to or receipt by Sponsor of an entry. The use of automated entry devices is prohibited and no mechanically reproduced entries are allowed; all such entries are void. Released Parties are not responsible for lost, late, stolen, incomplete, illegible, incorrect, damaged, delayed, garbled, undelivered, postage-due, or misdirected entries, which will be disqualified. All entries become the exclusive property of Sponsor and will not be acknowledged or returned.

IV. PERSONAL INFORMATION/OPT-IN: Participants are providing their information to Sponsor and not to any other entity. By entering the Drawing, you consent for the Sponsor to obtain and use your name, address and other information ("Personal Information") for the purpose of administering this Drawing and such Personal Information will be kept by Sponsor for marketing purposes in accordance with its privacy policy (AACreditUnion.org/globalassets/documents/privacy-notice.pdf), as posted on our website at AACreditUnion.org ("Website"). The information that you provide in connection with the entry process will be used by Sponsor only. You will remain eligible for this Drawing whether or not you opt in to receive promotional emails from the Sponsor and will have the ability to opt out of receiving future promotional emails by clicking on the link contained in the most recent promotional email received.

**V. PRIZES:** There will be one (1) prize available to be awarded for this Drawing. The Prize Winner will receive One Thousand U.S. dollars (\$1,000.00) to be deposited into their Credit Union primary share account (\$0000) approximately 10 days after the Prize Winner has been confirmed. The total prize amounts to be awarded is One Thousand U.S. dollars (\$1,000.00). In accordance with IRS Rules, the value of each prize may be treated as income to the winner, and the winner may be responsible for reporting of income and payment of all applicable federal, state, and local taxes. If applicable, an IRS Form 1099 will be issued to each Prize Winner for the total amount of the prize in the calendar year the prize was won. If the prize is merchandise, the stated "ARV" of the prize is based on available information provided to Sponsor and any difference in ARV at the time of awarding will not be awarded

VI. PRIZE WINNER SELECTION: Odds of winning a prize will depend on the total number of eligible entries received. One (1) Prize Winner will be randomly selected from all valid entries received. The Drawing will be conducted at the Credit Union's Headquarters in Fort Worth, Texas, by the close of business on 01/10/2025. Winner need not be present to win. Winner will be notified by phone, email, or mail. If a winner cannot be contacted within five (5) business days of the initial contact date, the prize will be forfeited and awarded to an alternate winner. Upon initial notification and verification of each Prize Winner, confirmation will be sent to the Prize Winner via email, U.S. Postal Service mail or other home delivery service of Sponsor's choice.

VII. PRIZE TERMS AND CONDITIONS: All properly claimed prizes will be awarded. Each Prize Winner may be required to provide additional documentation and is required to comply with any and all applicable federal, state and local laws, rules and regulations. Except as prohibited by applicable law, each Prize Winner will be required to sign an Affidavit of Eligibility and Liability/Publicity Release and provide valid identification (collectively, the "Prize Acceptance Release"), and return it within five (5) business days of written notification or the prize will be forfeited and an alternate potential winner selected. If a prize or prize notification is returned as unclaimed or undeliverable to a potential winner, if potential winner fails to return requisite documentation within the specified time period, or if a potential winner is not in compliance with these Official Rules, then such potential winner shall be disqualified, and an alternate winner will be selected for the prize at issue. To claim a prize, each Prize Winner will be required to

provide his or her first name, last name, mailing address, phone number and email address. Each potential winner may be subject to verification of eligibility before a prize will be awarded.

To the extent the prize is merchandise, the Sponsor and Related Parties have not made any warranty, representation or guarantee, expressed or implied, in fact or in law, with respect to any prize awarded and specifically disclaim all such warranties, including, without limitation, any warranty of merchantability or fitness for a particular purpose. A prize may not be sold, traded, or commissioned, and is not exchangeable, transferable, or redeemable for cash except in Sponsor's sole discretion. Prize details and availability are subject to change. There are no substitutions unless specified by the Sponsor. The Sponsor reserves the right at its sole discretion to substitute any prize (or prize component) with another prize (or prize component) of equal or greater value. Prize may be fulfilled by a third party. The Sponsor and Released Parties are not in any way responsible or liable for damages resulting from shipping and handling, loss, use or misuse of any prize awarded in this Drawing.

The Prize Winner's acceptance of a prize constitutes permission (except where prohibited) for the Sponsor to use the Prize Winner's name, photograph, likeness, statements, biographical information, voice and address (city and state) for any and all public relations, advertising and/or promotional purposes as determined by Sponsor, in all forms of media and by all manners (now and hereafter known), for a period of one (1) year from the end date of the Promotion Period, without notice, consent, review or approval or further compensation.

VIII. GENERAL CONDITIONS: If for any reason this Drawing is not capable of running as planned for any reason, including without limitation, due to infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, fire, flood, storm, or other natural disaster, pandemic, riot, strike, civil commotion, government regulation; or any other causes beyond the control of the Sponsor which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Drawing (or any part of it); the Sponsor reserves the right, in its sole discretion, to terminate, modify, or suspend the Drawing in whole or in part at any time, without notice, and to disqualify any individual who tampers with the entry process and award the prize(s) using all non-suspect eligible entries received as of or after (if applicable) the termination or suspension date and Sponsor shall have no further liability or obligation to any Participant in connection with the Drawing. Any person who supplies false information, obtains entries by fraudulent means or is otherwise determined to be in violation of these Official Rules in an attempt to obtain any prize will forfeit any prize won and may be prosecuted to the full extent of the law. CAUTION: ANY ATTEMPT TO DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE DRAWING IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

IX. RELEASE AND LIMITATIONS OF LIABILITY: All Participants and Prize Winners ("Prize Winners"), as a condition of participation in this Drawing, agree to indemnify, release and hold harmless Sponsor, its affiliates, designees, and assigns, and the Released Parties from and against any and all liability, claims, damages, injuries or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with: (a) accessing the Sponsor's Website; (b) participating in any aspect of the Drawing, including without limitation, while preparing for, participating in or traveling to or from any prize or Drawing related activity, including without limitation, any injury, damage, death, loss or accident to person or property; (c) the receipt, ownership, possession, use or misuse of any prize awarded; (d) viruses or any downloading or other problems with the Drawing; or (e) any typographical or other error in these Official Rules or the announcement of offering of any prize. All Participants and Prize Winners further acknowledge that Sponsor makes no representations or warranties of any kind concerning the appearance, safety or performance of any prize, except for any

express manufacturer's warranty as may be included with the prize. Each Prize Winner bears all risk of loss or damage to the respective prize immediately upon receipt.

Sponsor assumes no responsibility for any incomplete, incorrect, or inaccurate information, whether caused by Website users, tampering, hacking, or by any of the equipment or programming associated with or used in the Drawing or by any technical or human error. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Sponsor is not responsible for any problems or technical malfunction of any telephone network or phone lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the internet or at any website, or any combination thereof just listed, including any injury or damage to Participant's or any other person's computer or device (or any information/material stored within) relating to or resulting from participation in this Drawing or downloading any materials in this Drawing.

X. GOVERNING LAW/DISPUTES: Except where prohibited, Participant and Prize Winners agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Drawing or any prize awarded shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court in the County of Tarrant, Texas; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Drawing, but in no event shall costs incurred include attorneys' or legal fees; and (3) under no circumstances may Participant obtain awards for, and Participant 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 Participants, Prize Winners, Sponsor or its affiliates, designees, or assigns in connection with the Drawing, shall be governed by, and construed in accordance with, the laws of the State of Texas without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas. If any provision of these Official Rules or any other agreement or document used in connection with this Drawing is declared illegal, null, void, or unenforceable as against public policy by a court of competent jurisdiction, the remaining provisions shall not be affected.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILTY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO APPLICABILITY MAY VARY BY LOCATION.

- **XI. OFFICIAL DRAWING RULES REQUEST:** These Official Drawing Rules are available on our website at <u>AACreditUnion.org/globalassets/documents/gift-of-membership-drawing-official-rules-2024</u>. A copy of the Official Rules may also be obtained by sending a self-addressed, stamped envelope postmarked by 12/31/2024, to American Airlines Credit Union, Attn: Marketing Department/The Gift of Membership Drawing Promotion, MD 2100, P.O. Box 619001, DFW Airport, TX 75261-9001.
- **XII. WINNERS LIST REQUEST:** For the names and city/state of residence of the winners, send a request postmarked by 01/10/2025, to: American Airlines Credit Union, Attn: Marketing Department/ The Gift of Membership Drawing Promotion MD 2100, P.O. Box 619001, DFW Airport, TX 75261-9001. Requests that are incomplete or postmarked after 01/10/2025, will not be acknowledged or returned.
- **XIII. MISCELLANEOUS:** The names of individuals, groups, companies, products and services mentioned in the Official Rules, and any corresponding likenesses, logos and images reproduced, have been used for identification purposes only and may be the copyrighted properties and trademarks of their

respective owners. The mention of any individual, group or company, or the inclusion of a product or service as a prize, does not imply any association with or endorsement by such individual, group or company or the manufacturer or distributor of such product or service and, except as otherwise indicated, no association or endorsement is intended or should be inferred. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. For Participant, to the extent there is a conflict between Official Rules appearing in any other location and any terms of use or other agreements posted on the Sponsor's Website, these are the Official Rules that take precedence. Any questions, comments, or complaints regarding the Drawing should be directed to Credit Union.