

KAYAK GIVEAWAY RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

- 1. Eligibility:** This Kayak Giveaway (“Campaign”) is open to anyone **18 years of age or older** as of the date of entry. The Campaign is only open to legal residents of **Michigan**, and is void where prohibited by law. Employees of **Diversified Members Credit Union**, 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 Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations.
- 2. Agreement to Rules:** By participating, the Contestant (“You”) agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements set forth in these Kayak Giveaway Rules (“Official Rules”). In addition, You agree to accept all decisions of **Diversified Members Credit Union** as final and binding as it relates to these Official Rules and the content and administration of this Campaign.
- 3. Campaign Periods:** Two sets of Kayaks will be given away. Entries will be accepted online starting on **7/6/2020 2:00 PM EST** and ending **7/12/2020 11:59 PM EST for the first set**. Entries will be accepted online starting on **7/13/2020 2:00 PM EST** and ending **7/19/2020 11:59 PM EST for the second set**. All online entries must be received during the respective Campaign periods.
- 4. How to Enter:** The Campaign must be entered by sharing and commenting on your favorite Michigan lake on our Kayak Giveaway Facebook Post. **[Click here to access our Kayak Giveaway Facebook Post](#)**. You can also enter by telling us your favorite lake via email at marketing@dmcu.com. Your email must include your name and phone number as well. All entries must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to these Official Rules may be disqualified at the sole discretion of **Diversified Members Credit Union**. You may enter only once. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent these Official Rules, your entry may be removed from eligibility at the sole discretion of **Diversified Members Credit Union**.
- 5. Prizes:** The Winner(s) of the Campaign(s) (the “Winner”) will receive **two Kayaks**. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by **Diversified Members Credit Union**. No cash or other prize substitution will be permitted except at **Diversified Members Credit Union's** discretion. The prize is nontransferable. **Diversified Members Credit Union** reserves the right in its sole and absolute discretion to substitute any Prize with another prize of equal or greater value in the event that the Prize (or any component thereof) is not available as determined by **Diversified Members Credit Union** in its sole and absolute discretion. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted.
- 6. Odds:** The odds of winning depend on the number of eligible entries received.

7. Winner Selection and Notification: Winner will be selected by a **random drawing** under the supervision of **Diversified Members Credit Union**. Winner will be announced on **Diversified Members Credit Union's** Facebook Page. Winner will need to message **Diversified Members Credit Union** via Facebook messenger in order to redeem prize within (5) days following selection of Winner. If the Winner entered through email, **Diversified Members Credit Union** will notify Winner via email or phone within (5) days following selection of Winner. **Diversified Members Credit Union** shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. Winners will be required to sign a declaration of eligibility and a liability/publicity release and Liability/Publicity Release and return same to Diversified Members Credit Union within seven (7) days of notification, or the prize may be forfeited and an alternate Winner selected at random from the remaining entries. If Winner cannot be contacted, is ineligible, fails to claim the prize within **7 days** from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the Prize may be forfeited and an alternate Winner selected. Receipt by Winner of any Prize offered in this Campaign is conditioned upon compliance with these Official Rules and any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT **DIVERSIFIED MEMBERS CREDIT UNION'S** SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Prize Conditions: Winners will be required to sign an Affidavit of Eligibility and Liability/Publicity Release and return same to Sponsor within seven (7) business days of notification, or the prize may be forfeited and an alternate potential winner selected at random from the remaining entries. In **Diversified Members Credit Union's** sole discretion, if a Winner cannot be notified, or if a Winner fails to return a completed required document within the specified time period, or if a Winner is not in compliance with these Official Rules, then such person shall be disqualified and an alternate Winner will be selected for the Prize. **Diversified Members Credit Union** reserves the right in its sole and absolute discretion to substitute any Prize with another prize of equal or greater value in the event that the Prize (or any component thereof) is not available as determined by **Diversified Members Credit Union** in its sole and absolute discretion.

9. Rights Granted by You: By entering the Campaign (e.g., photo, video, text, etc.), You understand and agree that **Diversified Members Credit Union**, anyone acting on behalf of **Diversified Members Credit Union**, and **Diversified Members Credit Union'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 and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent.

10. Terms & Conditions: **Diversified Members Credit Union** reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond **Diversified Members Credit Union's** control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, **Diversified Members Credit Union** may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by **Diversified Members Credit Union**. **Diversified Members Credit Union** reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Official Rules.

Diversified Members Credit Union has the right, in its sole discretion, to maintain the integrity of the Campaign, to void entries for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by these Official Rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, **Diversified Members Credit Union** reserves the right to seek damages to the fullest extent permitted by law.

11. Release and Hold Harmless: By entering the Campaign and/or accepting a Prize, You agree to release and hold harmless Diversified Members Credit Union and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any and all liability whatsoever in connection with the Campaign or any Prize, including without limitation, costs liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) Your participation in the Campaign and/or Your acceptance, possession, use, or misuse of any 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 or the Campaign or the processing of entries; (v) electronic or human error in the administration of the Campaign or the processing of entries; (vi) any errors that may prevent You from submitting an entry; (vii) errors in the administration of the Campaign or the processing of entries; (viii) injury, death or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participation in the Campaign and/or the receipt or use of any Prize; (ix) all claims based on publicity rights, defamation, use of image or likeness and/or breach of any right of privacy; or (x) any other claims or actions of any kind. Except where prohibited by law, acceptance of a Prize constitutes a release by the Winner of any and claims in connection with the administration of the Campaign and the use, misuse or possession of any Prize. Diversified Members Credit Union is not responsible for any printing, typographical, mechanical or other error in the administration of the Campaign or in the announcement of any Prize.

12. LIMITATION OF LIABILITY: IN NO EVENT WILL DIVERSIFIED MEMBERS CREDIT UNION, ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS 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 THIS CAMPAIGN OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE.

13. Disputes: THIS CAMPAIGN IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND MICHIGAN, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, You agree that any and all issues, questions and disputes concerning the Campaign and these Official Rules, the rights of participants in connection with the Campaign, any dispute arising between **Diversified Members Credit Union** and You or any other participant and/or any dispute concerning the administration of the Campaign shall be resolved individually, without resort to any form of class action, exclusively before a court located in **Michigan** having jurisdiction. Further, in any such dispute, under no circumstances shall You be permitted to obtain awards for, and You hereby waive all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than

Your actual out-of-pocket expenses incurred in entering the Campaign. You further waive all rights to have damages multiplied or increased.

14. Publicity Authorization: Diversified Members Credit Union may use any Winner's name, voice, likeness and/or city of residence for promotional purposes via any and all forms of media, in perpetuity, without further or additional notice, attribution, permission or compensation, except where prohibited by law. Winners agree that his/her name and Prize may be revealed to other Campaign participants upon request.

15. Taxes and Tax Reporting. Winners are solely responsible for all federal, state and local taxes, and any expenses associated with Prizes. Winners must provide all information necessary for **Diversified Members Credit Union** to make required tax reports. The failure of a winner to provide such information shall result in the forfeiture of the Prize by winner.

16. General Conditions of Participation: If for any reason the operation or administration of this Campaign is impaired or incapable of running as planned for any reason, including but not limited to (a) infection by computer virus, bugs, (b) tampering or unauthorized intervention, (c) fraud, (d) technical failures, or (e) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Drawing, the Sponsor reserves the right, in its sole and absolute discretion, to disqualify any person who tampers with the entry process, and/or to cancel, terminate, modify or suspend the Drawing in whole or in part, at any time, without notice and award the applicable prize using all non-suspect eligible entries received as of, or after (if applicable) such cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. **Diversified Members Credit Union** reserves the right, in its sole and absolute discretion, to disqualify any person deemed to be tampering or attempting to tamper with the entry process and/or acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Failure by **Diversified Members Credit Union** to enforce any provision of these Official Rules shall not constitute a waiver of that provision of the Official Rules. **Diversified Members Credit Union** reserves the right to amend these Official Rules or discontinue the Campaign at any time.

17. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the **Diversified Members Credit Union** website. To read the Privacy Policy, [click here](#).

18. Winners List: To obtain a copy of the Winners' names or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: **Diversified Members Credit Union, 1480 E Jefferson Ave, Detroit MI 48207**. Requests must be received no later than **7/27/2020**.

19. Sponsor: The Sponsor of the Campaign is **Diversified Members Credit Union, 1480 E Jefferson Ave, Detroit MI 48207**.

20. Facebook: The Campaign hosted by **Diversified Members Credit Union** and is in no way sponsored, endorsed, administered by, or associated with Facebook.

The undersigned hereby acknowledges that I have read, understood and agree they are bound by all the terms and conditions set forth in the Kayak Giveaway Rules.
