

Contest Name: SunWest Federal Credit Union Future Funder Photography Contest
11839 N. 28th Drive, Phoenix, AZ 85029, 602-866-1100
Sponsor: SunWest Federal Credit Union

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE CHANCES OF WINNING. THIS CONTEST IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY.

This Contest is open only to individuals who are legal residents of both Arizona and the United States and who are at least 13 years of age or older. If you are not a legal resident or you are not the required age as of time of entry, you are not eligible to participate in this Contest or to win a prize. SunWest employees or volunteers, employees from all other credit unions, and members of the immediate family of any such persons are not eligible to participate or win. The term "immediate family" includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws," or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

Void where prohibited or restricted by law. Odds of becoming a potential winner depend on the number of eligible entries received. Winning a prize is contingent upon fulfilling all requirements set forth herein in a timely manner. Please read these Official Rules carefully before submitting your photograph. This is a subjective, skill-based contest and chance plays no part in the determination of winners.

SunWest Federal Credit Union will conduct the Contest as described in these official Contest rules.

Dates of Contest

The entry period will begin on Monday, May 6, 2019 at 12:01 am (Mountain Standard Time) and close on Friday, May 31, 2019 at 11:59 pm (Mountain Standard Time).

Voting will begin on Monday, June 3, 2019 at 12:01 am (Mountain Standard Time) and close on Wednesday, June 5, 2019 at 11:59 pm (Mountain Standard Time).

Photograph submitted for consideration must be in digital format. Visit our Facebook, Twitter, or Instagram pages and submit one digital or scanned photograph at the highest resolution possible in a .jpg or .png format. File submitted may not be larger than 10 megabytes. Each entrant may only enter the contest once and entries are determined by the individual. If you are found to have entered more than once, only the earliest submission will be considered and all other entries by that individual will be disqualified from the contest.

By submitting your Content, you warrant and represent that such Content: is original work, has not been previously published, has not been already submitted to this contest in any form or likeness, has not won previous awards or contests, does not infringe upon the rights of any person or entity (including such individual's and/or entity's copyrights, trademarks rights, rights of privacy or publicity or any other intellectual property), that you have obtained permission from a person whose name, likeness or voice is used in the Content, and that publication of the Content via various media including Web posting, will not infringe on the rights of any third party rights. Any such entrant will indemnify and hold harmless, Released Parties from any claims to the contrary. Any entrant whose Content includes likenesses of third parties or contains elements not owned by the entrant (such as, but not limited to, depictions of persons, buildings, trademarks or logos) must be able to provide legal releases for such use including SunWest's use of such Content, in a form satisfactory to SunWest, upon request, prior to award of prize and/or naming of entrant as a winner. The Content submitted shall be 100% owned and controlled by the entrant. The Content shall be free and clear of any claims by any person whose writings, quotes, or

ideas are embodied in the Content, or any person rendering services in connection with the Content. The Content shall not contain any materials owned or controlled by a third party for which you have not obtained a license. SunWest reserves the right to disqualify any entry at any time that it deems, in its sole and absolute discretion, to be in violation of these Official Rules.

By submitting Content you agree that your Content disclosure is gratuitous, unsolicited, and made without restriction, will not place SunWest or Contest Entities under any fiduciary or other obligation, that SunWest is free to use and otherwise disclose the ideas and images contained in the Content on a non-confidential basis to anyone or without any additional compensation to you. You acknowledge that, by acceptance of your Content, SunWest does not waive any rights to use similar or related ideas previously known to SunWest, or developed by their employees, or obtained from sources other than you.

All Content submitted must meet the additional submission requirements set forth as follows to be eligible:

- The Content must be Federal Communications Commission acceptable, including no use of indecent or obscene material or language
- Content cannot be sexually explicit or suggestive, unnecessarily violent, derogatory, abusive or harassing towards any individual or group of individuals regarding race, sex, religion, creed, national origin, age, disability, gender identity or expression, sexual orientation or any legally protected classification (which includes, but is not limited to, epithets or slurs, threats, intimidations, or hostile acts), profane or pornographic, contain nudity or any materially dangerous activity
- Content cannot promote alcohol, illegal drugs, tobacco, gambling or firearms/weapons (or the use of any of the foregoing), and cannot promote or portray any activities that may appear unsafe or dangerous, or any particular political agenda or message
- Content cannot be offensive, endorse any form of hate or hate group
- Content cannot defame, misrepresent or contain disparaging, libelous, or misleading remarks, comments, or material about SunWest, its respective products and/or services, or about any other people, products or companies
- Content cannot infringe on or violate any copyright, patent, trademark, trade secret, right of publicity, or other intellectual property, proprietary, or contractual right of a third party and cannot contain any personal identification such as license plate numbers, personal names, e-mail addresses or street addresses, other than entrant's
- Content cannot contain trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind, without permission
- Content cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) without permission (SunWest does not permit the infringement of others' rights and any use of materials not original to the entrant, except copyrighted materials owned by SunWest, is grounds for disqualification from the Contest. Therefore, do not copy your favorite movie, book or photo)
- Content shall not include any background artwork, unless it is an original work of the entrant (any artwork, murals, etc. that can be seen in the Content must be created solely by the entrant or entrant must be the sole owner of all copyright interests therein)
- Content cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission
- Content cannot communicate any messages or images inconsistent with the positive images and/or goodwill to which SunWest wishes to associate
- Content cannot depict, and cannot itself be in violation of any law
- The Content must be socially acceptable and in good taste, as determined by SunWest's sole discretion

ALL DECISIONS REGARDING THE APPROPRIATENESS OF THE MATERIALS CONTAINED IN THE CONTENT AND THE ELIGIBILITY OF EACH ENTRY SHALL BE AT THE SOLE DISCRETION OF SUNWEST. SunWest reserves the right to reject any Content, in its sole discretion, based on the terms set forth herein as well as current broadcast standards and other programming and operating practices and policies established by SunWest. Any waiver of any obligation hereunder by SunWest does not constitute a general waiver of any obligation to entrants. SunWest reserves the right, in its reasonable discretion, during or upon completion of the Contest Period, to request that any entrant resubmit his or her Content which fails to comply with the Content requirements prior to any voting period. ANY VIEWS/OPINIONS EXPRESSED IN THE CONTEST ARE OF THE INDIVIDUAL ENTRANT AND MAY NOT REFLECT THE VIEWS OF SUNWEST IN ANY MANNER. If you think that any Content infringes your intellectual property rights, click here if you wish to report it, contact us by mail at: SunWest Federal Credit Union, Marketing Department, 11839 N. 28th Drive, Phoenix, AZ 85029.

Organizer reserves the right to disqualify any contestant or entry that violates the Official Rules or tampers with or abuses any aspect of this Contest as solely determined by Organizer. Incomplete or late entries will be disqualified. Entries submitted after that date will not be accepted. Each entry will be reviewed for content by SunWest prior to appearing on the voting website. It may take up to a week for your entry to appear on the voting website

Voting

At the conclusion of the submission period, the SunWest marketing team and CEO will determine the winner based on guidelines set forth in the entry period.

Entrants may only win one prize each. All winners will be notified by way of the contact information provided. Winners will be announced on Friday, June 7, 2019.

Prize

No more than the advertised number of prizes shall be awarded. The prize is subject to certain terms and conditions as specified herein. A prize may not be sold, traded, or commissioned, and is not exchangeable, transferable, substitutable, or redeemable for cash except in SunWest's sole discretion. Prize details and availability are subject to change. The prize will only be awarded if properly claimed according to the Rules. All costs and expenses related to the prize acceptance, the prize, and/or prize use not specified herein as being provided are the sole responsibility of winner(s). The prize(s) that may be awarded to the eligible winner(s) are:

- First prize: \$500 in the form of a check from SunWest. One prize at this value will be awarded
- Second prize: \$250 in the form of a check from SunWest. One prize at this value will be awarded

Gift cards shall include and herein be referenced collectively to any prefunded bank card, subject to the rules of the card and issuer. No substitutions allowed except by SunWest at its sole discretion for a prize of comparable value. Each winner will only receive one prize.

ALL PRIZES ARE AWARDED "AS IS" AND SUNWEST DOES NOT MAKE (AND IS NOT RESPONSIBLE FOR) ANY REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATING TO ANY PRIZE (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

As a condition of participating in the Contest, entrants agree and acknowledge that in order to receive a prize and be deemed a winner, entrants must fully complete required tax forms provided by SunWest

and agree to the terms herein, including but not limited to the prize conditions. The potential prize winner may (in SunWest's sole discretion) be required to sign and return a declaration of eligibility and any other form necessary to verify eligibility, along with the required releases. Failure to complete the forms, for any reason, will forfeit any and all present and future claims to the prize.

Potential winners will be notified via email and must respond to the email within five (5) business days to arrange for delivery of a prize. Winners will be required to claim their prize in person at the nearest SunWest Federal Credit Union branch and present government-issued photo identification at time of claim. SunWest reserves the right to select the date/time for claiming a prize. All prizes must be claimed by Friday, June 14, 2019 at 5:00pm or potential winner forfeits any and all present and future claims to the prize.

SunWest is not responsible for any change of email address, mailing address, and/or telephone number of entrants. SunWest is not obligated to, and will not, leave a voice mail, answering machine or other message. SunWest is not responsible for and shall not be liable for late, misdirected or unsuccessful efforts to notify a finalist and/or potential winners. If the potential winner does not claim the prize within the appropriate time given, the entrant will automatically be disqualified and their prize will be forfeited. In the event that the selected winner(s) of any prize is/are ineligible under the Official Rules, cannot be traced or does/do not respond within five business days to a winner notification, or refuses the prize, the prize will be forfeited and SunWest will not select another winner.

License

By entering the Contest, all entrants grant SunWest a royalty-free, irrevocable, perpetual, worldwide non-exclusive license to use, reproduce, distribute, display and create derivative works of the entries (with or without a name credit), in whole or in part, for any educational, promotional, publicity, archival, exhibition or other non-commercial purpose, in connection with the Contest and promotion of the Contest or otherwise, in any media now or hereafter known, including, but not limited to: Display at a potential exhibition of winners; print publication of reports and brochures featuring select entries in the Contest. The Organizer will not be required to pay any additional consideration or seek any additional approval in connection with authorized uses. Entrants consent to the Organizer doing or omitting to do any act that would otherwise infringe the entrant's "moral rights" in their entries. Display or publication of any entry on the Organizer's website does not indicate the entrant will be selected as a winner. Additionally, by entering, each entrant grants to The Organizer the unrestricted right, without any additional approval or consideration, to use the entrant's name and/or any statements made in submissions to, or otherwise in connection with, the Contest, and pictures or likenesses of Contest entrants for any purpose, or to choose not to do so, at Organizer's sole discretion.

Subject to any license provided for under these Official Rules, entrant will retain copyright to all photographs submitted. Entrants may continue to use photographs submitted to the Contest for any commercial or non-commercial purposes permitted by law and in compliance with these Official Rules.

Limitation of Liability

By entering this Contest, all entrants agree to release, discharge, and hold harmless SunWest, its partners, agents and all of their employees, officers, directors, agents and representatives from any and all claims, losses, and damages arising out of their participation in this Contest or any Contest-related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder.

SunWest, its employees and agents, the Contest Entities, prize provider(s), sponsor(s), any applicable third party fulfillment service and each of their respective employees and agents (collectively, the "Released Parties") are not responsible for: (1) mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone

lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Contest; (2) any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Contest; (3) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (4) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (5) unauthorized human intervention in any part of the entry process or operation of the Contest; or (6) technical or human error which may occur in the administration of the Contest or the processing of entries.

SunWest further reserves the right to: cancel, terminate, suspend, declare null or void, amend, alter, or modify the Contest, void any suspicious entries, rescind any prize, and/or determine absolute resolution, and/or an alternate method of conducting the Contest and/or awarding the prize(s) at any time, for any reason, or if, in the sole discretion of SunWest, it is impossible or impractical to complete or conduct the Contest as planned for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures of any sort, programming associated with or used in the Contest, by any human error which may occur in the execution of this Contest, or any other causes which affects the operation of the Contest or the rules of the integrity of the Contest have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a entrant in the Contest and/or stop or conclude the Contest at any time without prior notice. Material changes to the Contest rules will be posted on the contest web site. In the event of any issue or irregularity with the contest, entry or promotional period SunWest reserves the right to award any prize(s) in a manner deemed fair and equitable by SunWest.

Other than the prizes awarded, no compensation will be granted to entrants or potential entrants for their entry into the contest, acceptance of a prize or from any actual or perceived issue with the contest. Any and all disputes, claims, and causes of action arising out of or in connection with this contest, shall be resolved individually, without resort to any form of class action. You agree to service of process by mail or other method acceptable under the laws of the State of Arizona. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL NORMAL AND REASONABLE OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS CONTEST. YOU HEREBY WAIVE ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, IDENTIFIABLE PERSONS, OR THIRD PARTY PARTICIPANTS, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

Any controversy or claim arising out of or relating to Contest shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS CONTEST IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

Tampering

SunWest, in its sole discretion, reserves the right to disqualify and prohibit from participating (and void such person's entries) any person, who SunWest determines (in its sole discretion) is or is attempting to: (i) tamper with either party's website and/or any part of the Contest; (ii) undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices, (iii) or intending to annoy, abuse, threaten or harass any other entrants, SunWest, or the Released Parties or exhibits other unsportsmanlike behavior; and/or (iv) otherwise violate these Official Rules. ANY ATTEMPT TO

DELIBERATELY DAMAGE, CIRCUMVENT, OR DISRUPT A WEBSITE (OR ANY PART THEREOF) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, SUNWEST AND ITS LICENSEES (IF ANY) RESERVE THE RIGHT TO SEEK DAMAGES AND ANY OTHER AVAILABLE REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. EACH ENTRANT AGREES TO INDEMNIFY AND HOLD HARMLESS SUNWEST AND ITS AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES AND/OR LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) THAT MAY BE ASSERTED AGAINST OR INCURRED BY ANY OF THEM AT ANY TIME, IN CONNECTION WITH THE USE THEREOF, AND/OR BY ENTRANT'S BREACHES OF ANY REPRESENTATION, WARRANTY OR COVENANTS ASSOCIATED WITH THIS CONTEST. The use of any automated device, automated launching or entry software or any other mechanical or electronic means that permits the entrant to automatically enter or evaluate repeatedly is prohibited. SunWest and the Arizona Coyotes disclaims all liability for any delays, missed delivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method.

Right to extend, cancel or suspend contest

SunWest reserves the right, at its sole discretion, to extend the length of the contest period. If for any reason, the Contest is not capable of running as planned, due to infection by computer virus, bugs, worms, trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of SunWest that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, SunWest reserves the right, at its sole discretion, to disqualify any individual(s) who tampers with the entry process, and/or to cancel, terminate, modify, or suspend the Contest or limit entries to those submitted prior to such action. If Organizer elects to cancel or terminate the Contest, Organizer will not retain any rights in the submitted photographs.

Publicity; Use of personal information

SunWest will retain the entrant's personal data for a reasonable period of time to enable it to send that entrant any prize that they have won and to verify that these rules have been complied with, and for accounting purposes. This data may be passed to a third party to enable such third party to fulfill any necessary requirements relating to the award of a prize. Any other use of personal data will be in accordance with, and subject to, SunWest's Privacy Policy located here. By participating, where allowed by law, all winner(s) grant SunWest permission to use their names, characters, photographs, voices, Content, and likenesses world-wide, in perpetuity, in any and all media now known or hereinafter invented in any and all marketing and promotional materials and waive any claims to royalty, right, or remuneration for such use. Winner(s) further agrees that his/her name may be included in a publicly available winners' list.

Taxes

Any valuation of the prize(s) stated above is based on available information provided to SunWest, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable federal, state, and local taxes, related fees, other costs or expenses related to prize acceptance and use not specified herein, regardless of whether such prize is used in whole or in part. Each winner must provide SunWest with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning prizes from SunWest will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.

Miscellaneous

SunWest reserves the right to determine eligibility should special circumstances arise, all decisions are considered final and binding. These rules are designed to be fair and equal to all entrants. SunWest disclaims any responsibility to notify entrants of any aspect related to the conduct of the Contest. For a

copy of the rules, or where required by law, a list of winners, visit any SunWest branch during normal business hours. Participation in the Contest constitutes entrant's full and unconditional agreement to, and acceptance of these Official Rules. Winning a prize is contingent upon entrant's fulfillment of all requirements set forth herein.

Any controversy or claim arising out of or relating to Contest shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS CONTEST IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

Compliance

The conduct of the Contest, and its Terms and Official Rules, are governed by the applicable laws of the United States of America, which take precedence over any rule to the contrary herein. SunWest shall follow the applicable laws for conducting Contest as required by applicable local and state law. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Official Rules, or the rights and obligations of entrant and SunWest in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Arizona.