

## **CREDIT UNION MEMBER SWEEPSTAKES**

### **Try TurboTax to be automatically entered for a chance to win \$10,000**

Your Taxes, Your Way Sweepstakes: One \$10,000 Grand Prize, Five \$1,000 First Prizes. No purchase necessary, just start TurboTax Online from this website and provide a valid email address to be entered for a chance to win. Promotion ends February 16, 2023. Subject to [official rules](#). Void where prohibited.

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No purchase necessary. The “TurboTax® Your Taxes Your Way” Sweepstakes begins on 12/12/22 at 12:00:00 AM PT and ends one 2/16/23 at 11:59:59 PM PT. Open only to: legal residents of the fifty (50) United States and the District of Columbia (having a valid Tax Identification Number (TIN) or Social Security Number (SSN)), who 18 years of age or older at the time of entry, and who are customers or employees of participating CU Solutions Group financial institutions ([click here](#) for a list of participating CU Solutions Group financial institutions). Void in Puerto Rico and where prohibited. The Sweepstakes is subject to the Official Rules. For complete details, how to enter without using TurboTax®, and Official Rules go to <https://turbotax.intuit.com/lp/aff/credit-union-sweepstakesrules>. Sponsor: Intuit, Inc.

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### **TurboTax® Your Taxes Your Way” Sweepstakes Official Rules**

NO PURCHASE, PAYMENT, OBLIGATION, OR FINANCIAL DISCLOSURE OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE, PAYMENT OR FINANCIAL DISCLOSURE WILL NOT INCREASE YOUR CHANCE OF WINNING. Void IN PUERTO RICO AND where prohibited by law.

#### **ELIGIBILITY**

Open only to [1] legal US residents of the fifty (50) United States and the District of Columbia (having a valid tax identification number (TIN) or Social Security Number (SSN)), [2] who are 18 years of age or older at the time of participation, and [3] who are members or employees of participating CU Solutions Group financial institutions ([click here](#) for a list of participating CU Solutions Group financial institutions) (the “Participant” or “Entrant”). Employees of Intuit, Inc. (the “Sponsor”), CU Solutions Group, their affiliates, subsidiaries, advertising agencies, Marden-Kane, Inc. (the “Administrator”) and the immediate families (spouse, parents, children, siblings and their respective spouses) (collectively “Releasees”) and individuals living in the same household as such employees or an Entrant who has won a prize from a promotion sponsored by Intuit within two (2) years of having received said prize are not eligible to enter or win a prize. Each Entrant by participating in the Sweepstakes agrees to be bound by the Official Rules and Sponsor’s decisions which are final and binding. Void where prohibited or restricted by law. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

#### **ENTRY PERIOD:**

The “TurboTax® Your Taxes Your Way” Sweepstakes (the “Sweepstakes” or “Promotion”)

begins on December 12, 2022 at 12:00:00 AM Pacific Time (“PT”) and ends on February 16, 2023, at 11:59:59 PM PT (the “Sweepstakes Period”). Entries must be received by 11:59:59 PM PT on February 16, 2023. The Sponsor’s computer, or that of its designee, runs the official clock for the Sweepstakes and will solely determine the time by which an entry is received.

**TO ENTER:** There are two (2) ways to enter:

**1 - Online Entry for TurboTax Promotion microsite users:**

[1] Access the TurboTax Promotion microsite by clicking on the link provided at your participating company’s website; [2] New users must create a TurboTax account at no cost with a valid email address. To create an account click on the “Get Started” button and follow the instructions provided. Existing users must sign in to their TurboTax account and have a valid email address on record; [3] Start any TurboTax Online product for free\* from the Promotion microsite and automatically receive one (1) entry into Promotion. **NOTE: YOU WILL NOT RECEIVE A MESSAGE CONFIRMING YOUR ONLINE ENTRY.** Users who do not create a new TurboTax account or sign in to their existing TurboTax account and provide a valid email address will not be entered into the Promotion. Entries using macro, script or other forms of automatic entry will be disqualified.

\*You can create an account and start your TurboTax return at no charge. Creation of the free account enables free entry to this Sweepstakes. If you decide not to file your return, no payment is required. Payment for the TurboTax return is only required for actual completion and submittal of your tax return." **BOLD** the word "submittal" in the last sentence.

**2 – By Mail:**

**Without using TurboTax Online,** on a plain 3”x5” piece of paper hand-print your name, address, city, state, zip code, daytime phone number, and email address (mandatory), place in a #10 business-size stamped envelope and mail to: TurboTax® Your Taxes Your Way Sweepstakes, P.O. Box TBD Syosset, NY 11791-0TBD. Your outer mailing envelope must include a valid return address, which includes a complete first and last name. Mail-in entries, including outer envelope, must be handwritten. Mail entries must be postmarked by February 16, 2023 and received by February 21, 2023. Envelopes containing multiple entries will be disqualified. Sponsor is not responsible for lost, late, damaged, delayed, destroyed, misdirected, incomplete, illegible, mutilated, or postage due mail. Photocopies, mechanically reproduced, forged or altered mailed entries and facsimiles are void. Incomplete or illegible entries are not eligible. All entries become the property of the Sponsor and will not be returned. No entries may be submitted on behalf of another person.

**Limit:** One (1) entry per person or email address regardless of method of entry.

**PRIZES/ODDS:**

**One (1) Grand Prize Winner** will receive: \$10,000 cash. Retail Value (“RV”): \$10,000.00. **Five (5) First Prize Winners** will each receive: \$1,000 cash. RV: \$1,000.00 each. Total RV of all prizes: \$15,000.00. Odds of winning a prize depends on the total number of eligible entries received. Prize awarded in the form of a check made payable to the winner. Limit one (1) prize per person.

**Prize Conditions:** All federal, state, local tax (as applicable) and other tax liabilities (including income and withholding taxes) arising from prize acceptance and use are the sole responsibility of the Winner. All details of prizes not specified herein shall be determined solely by Sponsor. Except as provided herein, transfers or prize substitution is allowed except at the discretion of Sponsor, who reserves the right where lawful to substitute a prize (or prize component) with one of comparable or greater value. If prize cannot be awarded due to circumstances beyond the control of Sponsor, a substitute prize of equal or greater retail value will be awarded; provided, however, that if prize is awarded but unclaimed or forfeited by recipient, prize may not be re-awarded, in Sponsor's sole discretion. By accepting the prize, Winner acknowledges compliance with these Official Rules. In no event will more Sweepstakes prizes be awarded than those listed in these Official Rules. Prize will be awarded so long as enough eligible Entries are received.

**RANDOM DRAWING:** A random drawing to select one (1) Grand and five (5) First Prize Winners will be conducted on or about February 23, 2023 from among all eligible entries received. The drawing will be conducted under the supervision of Marden-Kane, Inc., (the "Administrator"), an independent judging organization, whose decisions are final and binding in all matters relating to this Sweepstakes. There is a limit of one (1) prize per person, household, mailing address within a twenty-four (24) month period for ANY promotion Sponsored by Intuit.

**WINNER NOTIFICATION AND VERIFICATION:** An Entrant is not deemed a winner of any prize, even if the winning notification should so indicate, unless and until (i) the Entrant's eligibility has been verified, (ii) all requirements determined by the Sponsor in order to claim his/her prize have been fulfilled and (iii) the Entrant has been notified that the acceptance and verification process is complete. Potential winners will be notified via email and/or phone on or about February 23, 2023. Potential winners will be required to complete and sign an Affidavit of Eligibility and Liability Release and; where legal, a Publicity Release (collectively the "Affidavit") as well as an IRS Form W-9 and furnish his/her social security number that will be used only for the purpose of reporting the winner's prize earnings to the Internal Revenue Service, as required by law. Completed forms must be returned within five (5) days from prize notification date or the prize will be forfeited and awarded to an alternate potential winner. The Sponsor may, in its sole discretion, request any additional documentation needed to verify a winner. If a potential winner (i) cannot be contacted after a reasonable attempt has been made by Administrator (as determined in Sponsor's sole discretion); (ii) fails to timely return the required paperwork without alteration and in the form presented by Administrator; (iii) refuses the prize; and/or (iv) the prize or prize notification is rejected or returned as undeliverable, such potential winner forfeits all rights to be deemed a winner in the Promotion and receive the prize, then that potential prize winner will be disqualified and an alternate winner will be selected through a random drawing by the Administrator from the remaining entries. Prizes must be accepted as awarded. If the prize is won by an eligible individual who is not of the legal age of majority in the state of residence ("minor"), the required documents must be confirmed and signed by winner's parent or legal guardian.

By entering the Promotion, Entrant's, or, if minors in their state of residence, their parents or legal guardians, agree to the use by Sponsor and its designees of their names, cities and states and photographs/likenesses for advertising and promotional purposes for this and similar

promotions, worldwide, and in perpetuity, in any and all forms of media, now known or hereafter devised (including and without limitation, the Internet) without additional compensation, notification, or permission, except where prohibited by law. Upon request, Prize Winner must consent to such in writing.

**GENERAL CONDITIONS:** Use of any automated entry software is prohibited. Electronically reproduced, mechanically reproduced, illegible, incomplete, or inaccurate entries are void. By participating, Entrants agree to comply with these Official Rules including all eligibility requirements. Decisions of the Sponsor/Administrator will be final and binding on all matters relating to this Promotion. By entering the Promotion, Entrants, agree to the use by Sponsor and its designees of their names, entry submission, and photographs/likenesses for advertising and promotional purposes for this and similar promotions, worldwide, and in perpetuity, in any and all forms of media, now known or hereafter devised (including and without limitation, the Internet) without additional compensation except where prohibited by law. In no event will more prizes be awarded than those listed in these Official Rules. Any questions, comments or complaints regarding the Promotion are to be directed to the Sponsor at the address below. U.S. law governs this Promotion. Notice to online participants: Internet access and usage charges applicable to a participant's account, including access charges and/or any usage charges applicable under participant's Internet pricing plan and any applicable taxes will continue to apply while a participant is online in connection with this Promotion, and will be the sole responsibility of such participant.

Any attempt by an Entrant or any other individual to deliberately damage any online service or web site or undermine the legitimate operation of this Sweepstakes may be a violation of criminal and civil laws and should such an attempt be made; the Sponsor reserves the right to seek damages and/or other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision.

**LIMITATION OF LIABILITY AND RELEASE OF CLAIMS:** By participating in the Promotion, Entrants agree to release, indemnify and hold harmless Releasees, and each of their respective agents, representatives, officers, directors, shareholders and employees from and against any injuries, losses, damages, claims, actions and any liability of any kind resulting from or arising from participation in the Promotion or acceptance, possession, use, misuse or nonuse of the prize (including any travel or travel-related activity thereto) that may be awarded. Releasees are not responsible for technical, computer, mechanical, printing, typographical, human or other errors relating to or in connection with the Promotion, including, without limitation, errors which may occur in connection with the administration of the Promotion, the processing of entries, the announcement of the prizes or in any Promotion related materials; or for stolen, lost, late, misdirected, damaged, incomplete, inaccurate, undelivered, delayed or illegible entries or; for electronic, computer, or telephonic malfunction or error, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including computer, telephone, paper transfer, or process any transaction thereon. If in the Sponsor's opinion, for any reason this Promotion is not capable of running as planned, or there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Promotion, or if computer viruses, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity,

security, fairness, or proper conduct of the Promotion, the Sponsors reserve the right at their sole discretion to disqualify any individual (and void his/her entry and/or prevent him/her from future participation) who tampers with the entry process and/or who is acting in violation of these Official Rules, to modify or suspend the Promotion, or to terminate the Promotion and at Sponsor's discretion conduct the drawing to award the prizes using all eligible non suspect transactions and entries received as of the termination date. As a condition of entering the Promotion, Entrants agree that: a.) under no circumstances will Entrants be permitted to obtain awards for, and Entrants hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; b.) all causes of action arising out of or connected with this Promotion, or the prizes awarded, shall be resolved individually, without resort to any form of class action; and c.) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, and in no event shall Entrant be entitled to receive attorneys' fees or other legal costs. Sponsor reserves the right to modify prize award procedures at their discretion. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision.

**DISPUTES:** Most disagreements can be resolved informally and efficiently by contacting Intuit. YOU AND SPONSOR AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING IN ANY WAY TO THE SERVICES OR THIS AGREEMENT (A "CLAIM") WILL BE DETERMINED BY BINDING ARBITRATION OR SMALL CLAIMS COURT, INSTEAD OF IN COURTS OF GENERAL JURISDICTION.

**Small Claims Court.** Either you or Sponsor can seek to have a Claim resolved in small claims court if all the requirements of the small claims court are satisfied. Either you or Sponsor may seek to have a Claim resolved in small claims court in your county of residence or the small claims court in closest proximity to your residence, and you may also bring a claim in small claims court in the Superior Court of California, County of Santa Clara.

**Arbitration.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision, and that you and Sponsor are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and/or the termination of your Services.

**Notice of Claim.** If you elect to seek arbitration, you must first send to Sponsor a written Notice of your Claim ("Notice of Claim"). The Notice of Claim to Sponsor should be sent in care of our registered agent Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808. The Notice of Claim should include both the mailing address and email address you would like Sponsor to use to contact you. If Sponsor elects to seek arbitration, it will send, by certified mail, a written Notice of Claim to your address on file. A Notice of Claim, whether sent by you or by Sponsor, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific amount of damages or other relief sought.

**Informal Resolution.** You and Sponsor agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost and mutually beneficial outcome. You and Sponsor therefore agree that, after a Notice of Claim is sent but before either you or Sponsor commence arbitration or file a claim in small claims court against the other, we will personally meet, via telephone or videoconference, in a good-faith effort to confer with each other and try to resolve informally any Claim covered by this Agreement. If you are represented by counsel, your counsel may participate in the conference as well, but you agree to fully participate in the conference. Likewise, if Sponsor is represented by counsel, its counsel may participate in the conference as well, but Sponsor agrees to have a company representative fully participate in the conference. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process required by this paragraph.

**Commencing Arbitration or Small Claims Proceedings.** If we do not reach an agreement to resolve the Claim within sixty (60) days after the Notice of Claim is received, you or Sponsor may commence an arbitration proceeding by filing a Demand for Arbitration or, alternatively, by filing a Claim in small claims court. You agree that you may not commence any arbitration or file a claim in small claims court unless you and Sponsor are unable to resolve the claim within 60 days after we receive your completed Notice of Claim and you have made a good faith effort to resolve your claim directly with Sponsor during that time. If a Claim qualifies for small claims court, but a party commences an arbitration proceeding, you and Sponsor agree that either party may elect instead to have the Claim resolved in small claims court, and upon written notice of a party's election, the American Arbitration Association ("AAA") will administratively close the arbitration proceeding. Any dispute about whether a Claim qualifies for small claims court shall be resolved by that court, not by an arbitrator. In the event of any such dispute, the arbitration proceeding shall remain closed unless and until a decision by the small claims court that the Claim should proceed in arbitration. You may download or copy a form of notice and a form to initiate arbitration at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. The arbitration will be conducted by the AAA before a single AAA arbitrator under the AAA's rules, which are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879, except as modified by this Agreement. Unless Sponsor and you agree otherwise, any arbitration hearings will take place in the county (or parish) of either your residence or of the mailing address you provided in your Notice of Claim.

**Arbitration Proceedings: Arbitrators.** The arbitrator will be either (1) a retired judge or (2) an attorney specifically licensed to practice law in the state of California or the state of your residence and will be selected by the parties from the AAA's National Roster of arbitrators. The arbitrator will be selected using the following procedure: (a) the AAA will send the parties a list of five candidates meeting this criteria; (b) if the parties cannot agree on an arbitrator from the list, each party shall return its list to the AAA within 10 days, striking up to two candidates, and ranking the remaining candidates in order of preference; (c) the AAA shall appoint as arbitrator the candidate with the highest aggregate ranking; and (d) if for any reason the appointment cannot be made according to this procedure, the AAA may exercise its discretion in appointing the arbitrator. The arbitrator is bound by this Agreement. Except as otherwise provided in Section 14(i) below, all issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration provision.

**Arbitration Proceedings: Administrative Conference.** The parties agree that an administrative conference with the AAA shall be conducted in each arbitration proceeding, and you and a Sponsor company representative shall appear at the administrative conference via telephone. If you fail to appear at the administrative conference, regardless of whether your counsel attends, the AAA will administratively close the arbitration proceeding without prejudice, unless you show good cause as to why you were not able to attend the conference.

**Arbitration Proceedings: Decisions.** The arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The award shall be binding only among the parties and shall have no preclusive effect in any other arbitration or other proceeding involving a different party. Sponsor will not seek to recover its attorneys' fees and costs in arbitration from you unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). Judgment on any award may be entered in any court having jurisdiction. This agreement to arbitrate shall not preclude any party to the arbitration from at any time seeking injunctions or other forms of equitable relief in aid of arbitration from a court of appropriate jurisdiction including whether a Demand for Arbitration is filed in violation of this Agreement.

**Injunctive and Declaratory Relief.** Except as provided in Section 14(b) above, the arbitrator shall determine all issues of liability on the merits of any Claim asserted by you or Sponsor and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or Sponsor prevail on a Claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual Claims in arbitration. Before a court of competent jurisdiction issues any public injunctive relief, it shall review the factual findings of the arbitration award on which any injunction would issue with no deference to the arbitrator.

**Arbitration Fees and Costs.** Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. You are required to pay AAA's initial filing fee, but Sponsor will reimburse you for this filing fee at the conclusion of the arbitration to the extent it exceeds the fee for filing a complaint in a federal or state court in your county of residence or in Santa Clara County, California. If the arbitrator finds that either the substance of your Claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules and Sponsor will not reimburse your initial filing fee. The parties agree that the AAA has discretion to modify the amount or timing of any administrative or arbitration fees due under the AAA Rules where it deems appropriate, provided that such modification does not increase the AAA fees to you or Sponsor, and you and Sponsor waive any objection to such fee modification.

**Class Action Waiver.** YOU AND SPONSOR AGREE THAT EACH MAY BRING CLAIMS

AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if you have elected arbitration, unless both you and Sponsor agree otherwise, the arbitrator may not consolidate any other person's Claims with your Claims and may not otherwise preside over any form of a representative or class proceeding. If Sponsor believes that any Claim you have filed in arbitration or in court is inconsistent with the limitations in this Section 14(i), then you agree that Sponsor may seek an order from a court determining whether your Claim is within the scope of the Class Action Waiver. If this Class Action Waiver is found to be unenforceable, then the entirety of this Section 14 (Disputes) shall be null and void.

**PRIVACY:** Information collected from Entrants is used only for the purpose of awarding prizes, operating the Sweepstakes consistent with the Official Rules and to notify Winners, and will not be re-used, sold or shared in any manner by Sponsor or any third parties unless Entrant has opted-in to receive additional information and promotional material from Sponsor or a third party. Once the Sweepstakes, including any known or unknown extensions of the Sweepstakes, has ended, all information supplied by Entrants will be removed from the database.

**WHO WON:** To request the name of the Winners, send an e-mail with subject line: TurboTax® Your Taxes Your Way Sweepstakes to [Winnerslist@mkpromosource.com](mailto:Winnerslist@mkpromosource.com). Requests must be received no later than March 16, 2023. The list will be sent when the drawing has been conducted and the Winners verified.

**GOVERNING LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of participants or Sponsor in connection with the Promotion shall be governed by the laws of the state of California, without giving any effect to any choice of law or conflict of law rules. Any dispute shall be resolved in a court of law in Santa Clara County, California.

**SEVERABILITY:** If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**ENTRANT INFORMATION:** Your information will be collected in accordance with Intuit's privacy policy available at <https://security.intuit.com/privacy/>.

**SPONSOR:** Intuit, Inc. Please direct sponsor inquiries to Intuit, ATTN: TurboTax Your Taxes Your Way Sweepstakes Team, 7535 Torrey Santa Fe Rd, SDG-2A-03, San Diego, CA, 92129.

**ADMINISTRATOR:** Marden-Kane, Inc., 575 Underhill Blvd., Suite 222, Syosset, NY 11791-3416.

**AFFILIATION & TRADEMARKS:** Intuit and TurboTax are trademarks of Intuit Inc.