

**Wings Financial Credit Union**  
**Nest® Sweepstakes Rules**

NO PURCHASE NECESSARY TO WIN THE WINGS FINANCIAL CREDIT UNION (“WINGS FINANCIAL”) NEST® SWEEPSTAKES. Open to legal U.S. residents, 18 years or older as of April 1<sup>st</sup>, 2019. Void where prohibited. Sweepstakes ends April 30<sup>th</sup>, 2019. For complete details, see Official Rules below.

**WINGS FINANCIAL NEST® SWEEPSTAKES**

1. **NO PURCHASE NECESSARY.** THERE IS NO PURCHASE NECESSARY TO ENTER OR WIN. ALL ENTRIES HAVE AN EQUAL CHANCE OF WINNING.
2. **ELIGIBILITY.** The WINGS FINANCIAL NEST® SWEEPSTAKES (the “Sweepstakes”) is open only to current Wings Financial Credit Union Members in good standing (as determined by Sponsor in its sole discretion) as of April 30<sup>th</sup>, 2019 and 18 years of age and older (or the age of majority in their state of residence, whichever is greater) as of April 1<sup>st</sup>, 2019 (“Entrant”). Employees, officers, directors, and independent contractors of Wings Financial Credit Union (“Sponsor”), and their respective successors, participating card partners, participating client financial institutions, prize suppliers and advertising and promotion agencies, and each of their respective subsidiaries, affiliates, agents, representatives, officers, directors, shareholders and employees (collectively, the “Released Parties”), and each of their immediate family members (spouse, parents, children, and siblings, and their respective spouses, regardless of where they live) and individuals living in the same households of each of these individuals, whether related or not, of the above are not eligible to enter or win. Void where prohibited or restricted by law. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations.
3. **SWEEPSTAKES TIMING.** The Sweepstakes begins at 12:00:00 AM CDT on April 1<sup>st</sup>, 2019 and ends at 11:59:59 PM on April 30<sup>th</sup>, 2019 (“Promotional Period”).
4. **HOW TO PARTICIPATE.** Register for HomeAdvantage at [wingsfinancial.com/HomeAdvantage](http://wingsfinancial.com/HomeAdvantage).
5. **PRIZE DRAWING.** On May 1<sup>st</sup>, 2019, a random drawing will be conducted from among all eligible entries received during the Promotional Period.
6. **ODDS.** The Odds of winning a prize depends on the number of eligible entries received.
7. **PRIZE DESCRIPTION.** One (1) Nest Doorbell with Google Home Mini. No transfers or substitution of prizes permitted except at the sole discretion of the Sponsor, who reserves the right to substitute a prize (or portion thereof) of comparable or greater value, at its sole discretion. **All costs and expenses not specified herein are the sole responsibility of the winner.** All federal, state, and local taxes, and any other costs and expenses associated with prize acceptance and use, are the sole responsibility of the winner. If a Prize winner is at least 18 years of age but still considered a minor in his/her state or place of residence, prize may be awarded in the name of his/her parent or legal guardian, who will be responsible for fulfilling all requirements imposed on winner set forth herein. All prize details are at Sponsor’s sole discretion.
8. **NOTIFICATION OF THE WINNER.** On May 1<sup>st</sup>, 2019, the potential winner will be notified via phone. Forfeiture of the prize and the selection of alternate winners may result from any of the following at the Sponsor’s discretion: (1) failure of a potential Prize Winner to execute and return an Affidavit of Eligibility/Liability Release, where allowed by applicable law, a Publicity Release and a completed IRS Form W-9 within fourteen (14) days after mailing; (2) the return of any notification or prize as undeliverable or (3) any other noncompliance with these Official Rules. By entering the Sweepstakes, each entrant agrees to the Sponsor's (and its designees') use of their name, photograph/likeness 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. Upon request, winners agree to memorialize this consent in writing.
9. **CONDITIONS OF PARTICIPATION.** By entering the Sweepstakes, entrants agree to be bound by these Official Rules, including all eligibility requirements and the decisions of the Sponsor, which are final and binding. By accepting a prize, winner consents to the use of his/her name, image, likeness, photograph, voice, and biographical material for advertising, publicity, and promotional purposes by Sponsor, or any purpose designated by the Sponsor, in any and all media now or hereafter devised, including but not limited to, any online announcements, worldwide in perpetuity, without additional compensation, notification, or permission, except where prohibited by law. Entrants agree to release, indemnify and hold harmless the Released Parties from any claims, actions, injury, loss, or damage of any kind, including but not limited to, personal injury or death, resulting, directly or indirectly, in whole or in part, from participating in this Sweepstakes or from the acceptance, possession, or use, misuse, or nonuse of a prize. This limitation of liability is a

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comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect, or consequential damages; loss of data, income or profit; loss of damage to property; and claims of third parties. Entrants agree that neither Sponsor nor any of the Released Parties has made or is in any manner responsible or liable for any warranty, representation, or guarantee, statutory, express or implied (including but not limited to, the implied warranties of merchantability, title, and fitness for a particular purpose), in fact or in law, relative to the Sweepstakes. Sponsor makes no warranty with respect to any prize or any part thereof. Prizes depicted in promotional packaging or otherwise in connection with this Sweepstakes are for illustrative purposes only and may not represent the actual prizes that are awarded. Each potential winner may be required to complete a confirmation letter. Sponsor will not be responsible for any undeliverable or returned documentation. Unclaimed prizes will not be awarded. Released Parties are not responsible for technical, computer, mechanical, printing, typographical, human or other errors relating to or in connection with the Sweepstakes, including, without limitation, errors which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prizes or in any Sweepstakes-related materials; or for stolen, lost, late, misdirected, damaged, incomplete, inaccurate, undelivered, delayed or illegible entries or postage-due entries or mail; or for electronic, computer or telephonic malfunction or error, failed 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 human or other error. As a condition of entering the Sweepstakes, entrants agree that: (a) under no circumstances will entrants be permitted to obtain awards for, and entrants hereby waive 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 Sweepstakes or the prize 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.

10. **GENERAL.** Sponsor reserves the right, in its sole discretion, to cancel or suspend part or all of this Sweepstakes at any time without notice, if in the Sponsor's opinion there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness, or integrity and proper play of the Sweepstakes. In the event of cancellation, Sponsor may void any entries it suspects are at issue and, at its discretion, if terminated, award the prize in a random drawing from among all non-suspect, eligible entries received up to the date of cancellation. Any attempt by an entrant or any other individual to damage or undermine the legitimate operation of the Sweepstakes may be in violation of criminal and civil laws and, should such an attempt be made, the Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law, including criminal prosecution. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. Sponsor reserves the right to disqualify entrants who violate these Official Rules or interfere with this Sweepstakes in any manner. If an entrant is disqualified, Sponsor reserves the right to terminate that entrant's eligibility to participate in the Sweepstakes.

11. **DISPUTES.** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules (whether of the State of Minnesota or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Minnesota. Jurisdiction and venue shall be solely within the State of Minnesota.

12. **WINNER LIST.** For the name of the winner, send a request, together with your name and address, on a 3" x 5" card (Sponsor will pay return postage) by June 15<sup>th</sup>, 2019 to: WINGS FINANCIAL NEST SWEEPSTAKES, 14985 Glazier Avenue, Apple Valley, Minnesota 55124.

13. **SPONSOR.** The Sponsor of this Sweepstakes is Wings Financial Credit Union, 14985 Glazier Avenue, Apple Valley, Minnesota 55124. None of the following have sponsored or offered this promotion in any way: Nest®, Google®.