

# Texas Longhorns UFCU Fall 2023 Horseshu Challenge Official Rules

## NO PURCHASE NECESSARY

**PROMOTION DESCRIPTION:** Texas Longhorns® UFCU 2023 Horseshu Challenge (the “**Promotion**”) begins on or about September 1, 2023 at 12:01 a.m. Central Time (“**CT**”) and ends on November 24, 2023 at 11:59 p.m. CT (the “**Promotional Period**”). Participation in the Promotion does not constitute participation in any other promotion, contest, or sweepstakes. By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules (the “**Official Rules**”) and the decisions of University Federal Credit Union, whose headquarters is located at 8303 North MoPac, Austin, TX 78759 (“**UFCU**” or “**Sponsor**”). These Official Rules and the decisions of UFCU shall be final and binding in all respects.

**ELIGIBILITY:** Only legal residents of the state of Texas who are eighteen (18) years of age or older are eligible to participate. Employees, officers, and directors of Sponsor, and each of its respective directors, volunteers, employees, subsidiaries, affiliates, and vendors (collectively, the “**Promotion Entities**”) and the immediate family members, and/or those living in the same household of each, are ineligible to participate in the Promotion or win a Prize. Promotion is void where prohibited by law.

**PRIZES/OFFERS/ODDS:** During the Promotional Period, the following instant win Prizes (the “**Prize(s)**” or “**Prize/Offer**”) will be randomly awarded:

- Twelve (12) One Thousand Dollar (\$1,000) winners total, with one (1) winner selected randomly each week of the Promotional Period. Each weekly winner will receive One Thousand Dollars (\$1,000) in cash.

All Prizes are based on random computer-generated winning times. UNCLAIMED/UNREDEEMED PRIZES WILL NOT BE AWARDED. The odds of winning a Prize depend on the total number of eligible plays and the time and date upon which they are entered. There is no guarantee that all Prizes will be awarded. Approximate retail value of all Prizes is Twelve Thousand Dollars (\$12,000).

**HOW IT WORKS:** During the Promotional Period, eligible entrants will have the opportunity to receive a Prize/Offer in this Promotion. Eligible entrants must complete a registration form including their email address, zip code, and acceptance of the Official Rules in order to be eligible for a Prize/Offer in this Promotion. After completion, instructions to play a virtual game will be presented. At the conclusion of the virtual game for the Prize/Offer, entrants will be informed if they have won a Prize/Offer in this Promotion and directed with instructions to receive the Prize

presented (subject to verification of eligibility). Entrants that receive a message that contains any message other than a winning Prize/Offer message are not winners.

**Prize/Offer Winner Determination:** One (1) winning time will be randomly generated by computer for each Prize/Offer available in this Promotion. See PRIZES/OFFERS/ODDS section herein for number of available Prizes/Offers. The first participant to participate in the game at or after one of the winning times will be a potential winner of the Prize/Offer indicated, subject to verification of eligibility. The potential winner will be provided with instructions on how to claim the Prize/Offer during the online session. Entrants that receive a message that contains any message other than a winning Prize/Offer message are not winners. Each potential cash Prize winner will have seventy-two (72) hours to respond after being contacted by the email provided during registration for the Promotion. In the event that the cash Prize winner does not qualify or respond within the seventy-two (72) hour window, the Prize will not be awarded.

**Entrants are limited to one (1) play per person and/or per email address per day.** For purposes of these Official Rules, a “day” is defined as any twenty-four (24) hour period during the Promotional Period beginning at 12:00:01 AM CT and ending at 11:59:59 PM CT.

Except as contemplated in these Official Rules, personal information collected in connection with this Promotion will be used in accordance with Sponsor’s Privacy Policy (<https://www.ufcu.org/policies-legal/privacy-policy>).

The Promotion Entities shall not be responsible for incorrect or inaccurate entry information, whether caused by Internet users, by any of the equipment or programming associated with or utilized in the Promotion, or by any technical or human error that may occur in the processing of the entries in the Promotion. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, unauthorized access to, or alteration of entries. NOTE: Participation must be by the participant and only as directed in these Official Rules. Participation by any other individual or any entity, and/or originating at any website or other platform, including but not limited to commercial promotion subscription notification and/or entering service sites, will be declared invalid and disqualified from this Promotion. The use of any device to automate the entry process is prohibited and will lead to disqualification.

In the event of a dispute over the identity of an entrant, entry will be deemed completed by the authorized account holder of the email address provided at time of registration. “Authorized account holder” is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, wireless carrier, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

In order to participate in the Promotion, entrant must scan the QR code. Sponsor makes no guarantee that any particular wireless carrier network will be compatible with and/or permit participation in the Promotion via QR Code. To participate via QR Code, an entrant’s mobile phone must be capable of accessing the Internet. The Sponsor accepts no responsibility or liability for (a) any technical malfunction, failure, or delay of servers used in the Promotion; (b) inaccessibility or unavailability of any network, the Internet, and/or any website; and (c) any

damage to any person's computer(s) or mobile device(s) which may be related to or result from any attempt to participate in the Promotion.

If due to technical, production or other errors, more Prizes/Offer are claimed than intended, the intended Prize/Offer will be awarded in a random drawing from all those submitting purportedly valid claims. No more than the number of Prizes/Offer set forth in these Official Rules will be awarded. ALL POTENTIAL WINNING PLAYS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. A "SCREENSHOT" IS NOT PROOF OR EVIDENCE OF A WINNING PLAY AND/OR A PRIZE/OFFER. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE/OFFER, EVEN IF THE PLATFORM SHOULD SO INDICATE, UNLESS AND UNTIL SAID PARTICIPANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAVE BEEN VERIFIED AND SAID PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREENSHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY AND IS VOID AND WILL NOT BE HONORED. The submission of a Prize/Offer claim is solely the responsibility of the participant.

**GENERAL PRIZE/OFFER CONDITIONS:** *No cash alternative or Prize substitutions will be allowed, however, Sponsor reserves the right to substitute Prize(s) of comparable value if a Prize listed is unavailable for any reason.* Prize winners shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable Prize. The winner of the grand prize, if applicable, and weekly Prize winners must execute a media release and IRS Form W-9 (collectively, "**Prize Claim Documents**"). If the winner fails or refuses to sign and return all Prize Claim Documents within five (5) days of Prize notification (or a shorter time if required by exigencies), winner may be disqualified and an alternate winner may be selected. Any and all winners who are, or have previously been, members of UFCU must be in "good standing" as defined by the policies of UFCU, and cannot have been disqualified for membership with UFCU, or the Prize(s) will be forfeited.

**GENERAL:** Acceptance of a Prize/Offer constitutes Prize/Offer winner's permission for Sponsor and its designees to use Prize/Offer winner's name, photograph, likeness, voice, biographical information, statements, and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants agree that the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Promotion or any Promotion-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any Prize/Offer, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any Prize/Offer, including, without limitation, to such Prize/Offer's quality or fitness for a particular purpose. Sponsor assumes no responsibility or liability for any damage to entrant's or any other person's computer system or wireless phone occasioned by participating in the Promotion, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor

is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or Prize/Offer notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications or failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right, in its sole discretion, to disqualify any individual who is found to be tampering with the entry process or the operation of the Promotion, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated, or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Promotion if it determines, in its sole discretion, that the Promotion is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions, or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play, and/or feasibility of the Promotion as contemplated herein. In the event Sponsor is prevented from awarding Prizes/Offer or continuing with the Promotion as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Promotion. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid, or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**GOVERNING LAW/JURISDICTION:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION, AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE PROMOTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

**WINNER'S LIST:** For the names of the Prize/Offer winners, send a self-addressed, stamped envelope to: Texas Longhorn UFCU 2023 Horseshu Challenge c/o Learfield Communications, LLC, 2400 Dallas Parkway, Suite 500, Plano, Texas 75093. All such requests must be received within six (6) weeks after the end of the Promotional Period.

**The Promotion is in no way sponsored, endorsed, administered by, or associated with, Facebook®, Twitter®, Instagram®, or the like (collectively referred to as "Nonaffiliates"). Nonaffiliates and any like or similar websites, mobile applications, and/or similar social media platforms are completely released of all liability by each**

**Participant in this Promotion. Direct any questions/comments/complaints regarding the Promotion to Sponsor, not Nonaffiliates.**

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