

## STCU DIGITAL "WHO DO YOU LOVE?" PROMOTION OFFICIAL RULES

### 1. NO PURCHASE NECESSARY TO ENTER OR TO WIN.

**2. Eligibility.** This Digital "Who Do You Love?" Promotion (the "Promotion") is open to all participants who allow access to the "Who Do You Love?" application on STCU's website and abide by these Official Rules. To be eligible to win the Charitable Contribution, a qualified charity (each a "Charity") must:

- be recognized as a 501(c)(3) public charity in the Guidestar database ([www.guidestar.org](http://www.guidestar.org)) as of April 9, 2023;
- be a 501(c)(3) public charity and not be subject to any U.S. sanctions;
- be listed in IRS Publication 78;
- not be designated by the IRS as a private foundation;
- not be a recipient of the previous (current year or two years prior) Digital Who Do You Love? Promotions;
- be located in the following Washington state counties: Stevens, Pend Oreille, Ferry, Spokane, Lincoln, Adams, Whitman, Okanogan, or within the following North Idaho counties: Benewah, Bonner, Boundary, Kootenai, Latah, Lewis, Nez Perce, or Shoshone; and
- benefit the local community.

A Charity's failure to maintain its 501(c)(3) status may, in STCU's sole discretion, disqualify the Charity from the Promotion or from receiving any or all of the Charitable Contribution.

A Charity may be deemed ineligible if, in STCU's ("Sponsor") sole discretion, the Charity:

- is a politically-affiliated non-profit;
- Benefits an individual;
- is, or has been, under any investigation for fraud, financial misconduct or other criminal activity;
- participates in the Promotion, or otherwise conducts itself, in an unsportsmanlike or inappropriate manner;
- discriminates against, disparages or denigrates any race, age, gender, disability, sexual orientation, ethnicity, religion, political orientation, national origin, citizenship, ancestry, marital status, veteran status or mental, or physical disability or condition;
- disparages, denigrates (in writing or otherwise), or acts by means of adversarial or confrontational tactics to impact a product, service, person, industry, or organization including, but not limited to, STCU or participants in the Promotion; or
- violates these Official Rules.

A Project is ineligible, if in the Sponsor's sole discretion, the Project:

- promotes or suggests, directly or indirectly, the use of firearms/weapons, any illegal drugs, prostitution or pornography, violence, or the underage use of alcohol;
- suggests or encourages, directly or indirectly, the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- attempts to expand membership in a religious organization or encourages conversion to a religious denomination;
- supports or promotes the pro-life or pro-choice movements;
- spends a significant amount of time advancing a particular political party or candidate or supporting lobbying for any particular party, candidate and/or cause,

- or expanding or encouraging a membership or a particular political party, candidate or lobbying effort; or
- violates these Official Rules.

**A SPECIFIC PROJECT OF AN OTHERWISE INELIGIBLE CHARITY MAY BE ELIGIBLE TO BE NOMINATED AND WIN SO LONG AS THAT SPECIFIC PROJECT SATISFIES THE CONDITIONS SET FORTH IN THESE OFFICIAL RULES.**

STCU may, in its sole discretion, disqualify any nomination. STCU retains the sole right and discretion to determine eligibility and reserves the right to disqualify any organization at any time for any reason whatsoever, including the organization's failure to maintain its 501(c)(3) status.

**3. Nomination.** There will be a total of one (1) nomination period. Participants may nominate qualified organizations from April 10, 2023, through April 23, 2023. One (1) nomination per valid email address and only the first nomination from each valid email address will be accepted per day. Nominations must be cast and received by midnight PST on April 23, 2023.

**4. Charitable Contribution.**

The qualifying Charity that receives the most nominations during the Nomination Period will receive from STCU a charitable contribution of \$5,000.00 (the "Charitable Contribution"). The Charity that receives the second most nominations during the Nomination Period will receive from STCU a Charitable Contribution of \$2,500.00. The Charity that receives the third most nominations during the Nomination Period will receive from STCU a Charitable Contribution of \$1,000.00. In the event of a tie, the Charity that received the most nominations first will be determined the winner. By way of example only, Charity A and Charity B both receive 325 nominations, but Charity B received its 325th nomination at 3:43 p.m. April 20 and Charity A received its 325th nomination at 9:23 a.m. April 22. Charity B would be the winning charity. Winners will be announced by May 26, 2023. Total combined contribution awarded will be \$8,500.00.

**5. Odds.** A Charity's actual odds of winning depend on the number of eligible nominations received.

**6. Decisions.** Decisions by STCU will be binding and conclusive on all matters. By participating in this Promotion, participants and their parents or guardians (if entrant is under the age of 18), the nominated Charities, and the winning Charity agree to abide by and be bound by these Official Rules, and to accept the decisions of STCU as final. Participants and their parents or guardians (if entrant is under the age of 18), the nominated Charities, and the winning Charity also agree to hold STCU and each of its officers, directors, employees, members, and representatives and agents harmless from any liability arising from participation in this Promotion and/or the acceptance of any Charitable Contribution. STCU and each of its officers, directors, employees, members, representatives, and agents are not responsible for any negligence, claims, liability, injury, property loss, or other damages arising from, or in connection with, acceptance of the Charitable Contribution or participation in this Promotion. STCU is not responsible for lost, late, misdirected, undeliverable, illegible, or incomplete nominations, whether due to system errors or failures, faulty transmission, or other telecommunications malfunctions, nominations not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, technical malfunctions, spam filters, or otherwise. STCU may prohibit a participant or Charity from participating in the Promotion if, in its sole discretion, it determines that said participant or Charity is attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten, or harass any other participants,

Charities, or STCU. If for any reason this Promotion is not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or any other causes beyond the reasonable control of STCU which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Promotion, then STCU reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion. CAUTION: ANY ATTEMPT BY A PARTICIPANT OR CHARITY TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, STCU RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

**7. Compliance with law.** All issues and questions concerning the construction, validity interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and STCU in connection with the Promotion, shall be governed by, and construed in accordance with, the substantive laws of the State of Washington, without regard to its choice of law provisions.

**8. Resolution of disputes.** Except where prohibited by law, as a condition of participating in this Promotion, all participants and the nominated Charities agree that (1) any and all disputes and causes of action arising out of or connected with the "Who Do You Love?" drawing or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest Spokane, Washington; (2) the laws of the State of Washington will govern the enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will any participant or Charity be permitted to obtain awards for, and each participant and Charity waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than actual out-of-pocket expenses (i.e., costs associated with entering the Promotion), and waives all rights to have damages multiplied or increased under any federal or state law.

**9. Miscellaneous.** This Promotion is void where prohibited. STCU may substitute prizes of equivalent value, amend the rules or discontinue the Promotion at any time. STCU reserves the right to eliminate a participant's involvement and all nominations cast through the Promotion is STCU, in its sole discretion, determines the participant is not abiding by these Official Rules or otherwise acting in an unsportsmanlike or inappropriate manner. Written copies of these rules and the name of the winning Charity are available during normal business hours at any STCU location and by mail upon written request to STCU, Attn: Community Relations, 1620 N. Signal Drive, Liberty Lake, WA, 99019, with a stamped, self-addressed return envelope. All requests must be received by April 10, 2024.

**10. Sponsor.** Spokane Teachers Credit Union (STCU) is the sponsor of this Promotion and is headquartered at 1620 N. Signal Drive, Liberty Lake, WA 99019.