



**OFFICIAL CONTEST RULES
FINANCIAL WEBINAR SERIES – CALIFORNIA ESSAY CHALLENGE (CONTEST)**

1. **NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST.**
2. **MAKING A PURCHASE WILL NOT IMPROVE AN INDIVIDUAL ENTRY’S CHANCES OF WINNING.**
3. **Privacy:** Information submitted with an entry is subject to NuVision Credit Union’s Privacy Policy. To review our Privacy Notice, please visit us at <https://www.nuvisionfederal.com/disclosures>.
4. **Consumer Disclosure:** All eligible participants who complete the 2021 Essay Challenge & Scholarship Application Packet will be entered into the Contest.
5. **Prizes:** There are two \$5,000 (five-thousand dollar) scholarship awards and 10 (ten) runner-up awards of \$100 (one-hundred dollars) each.

The winners will be selected from all participants who complete the 2021 Essay Challenge & Scholarship Application Packet. Prizes that are not claimed during the redemption period become property of the Credit Union and may be used in a future Contest. Winners will be notified via email or phone, using the email address or phone number provided in the application packet. Sponsor shall have no liability for winner’s failure to receive notices due to winner’s spam, junk mail, or other security settings or for changes the winner has made to his/her email contact information after completing and submitting the entry. The receipt by the winner of the prize offered in this Contest is conditioned upon compliance with any and all federal and state laws and regulation. Any violation of these official rules by the winner, as determined by and at the sole discretion of the Sponsor, will result in the immediate disqualification of the winner and all privileges as the winner will be terminated immediately.

6. **Sponsor:** NuVision Federal Credit Union (the “Credit Union”) is the sponsor of the Contest. The Credit Union’s business address is: 7812 Edinger Avenue, Huntington Beach, California 92647.
7. **Contest Period:** Contest begin April 6, 2021 and ends May 21, 2021 (“Contest Period”). Entries for the Essay Challenge, including the scholarship application forms, must be emailed by Friday, May 21, 2021, 5:00 p.m. Pacific Time. There are no deadline exceptions.
8. **Eligibility:** To qualify for the Contest, all entrants must: (1) be between 16 and 24 years of age; minors must have a parent or guardian sign the application form; (2) be a legal resident of the State of California; (3) complete the Essay Challenge & Scholarship Application packet; (4) provide an academic transcript for all high schools attended or college transcripts (unofficial accepted, official preferred); (5) be enrolled for the 2021 fall semester; (6) have a minimum 2.25 GPA; (7) submit two recommendation forms from an instructor, academic counselor, or employer; and (8) attend one of three webinars in the Financial Webinar Series. Attending two or all three webinars does not increase a change of winning. Only one application packet per person will be accepted. By entering this Contest, entrants accept and agree to be bound by these Official Rules and the decisions of the Credit Union which are final with respect to all matters relating to the Contest. Credit Union employees, officials, and members of their immediate families are not eligible to participate in the Contest. Contest void where prohibited by law.



9. **How to Enter:** At the start of the Contest period, Sponsor will send an invitation to select one of three webinars presented by NuVision Federal Credit Union. To enter, use an Internet connection, navigate to the link provided in the invitation and register for one or more sessions in the Financial Webinar Series. Complete an application for the scholarship. In order for the application entry to fulfill all Contest requirements, all questions must be completed and submitted as specified in the application, to include a response to the essay question, within the established Contest Period.

If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, the Credit Union reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. The Credit Union will have a Scholarship Committee to include community partners and Credit Union employees. The Scholarship Committee reserves the right to select winners from eligible entries received as of such termination date. The Credit Union further reserves the right to disqualify any individual who tampers with the entry process. The Credit Union may prohibit an entrant from participating in the Contest if it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception or other unfair practices or intending to abuse, threaten or harass other entrants.
10. **Limitation of Liability:** The Credit Union is not responsible for any loss or damage which may occur in connection with the Contest. The Credit Union is not responsible if the check cannot be redeemed by the winner for any reason beyond the Credit Union's control, including but not limited to: (1) act of God (including, but not limited to, fires, explosions, earthquakes, drought, inclement weather, tidal waves, and floods); (2) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization or embargo; (3) riot, commotion, strikes, lock outs or disorder; or (4) acts or threats of terrorism. Entrant agrees to hold the Credit Union harmless from any liability arising from participation in the Contest or the acceptance, use, misuse, or possession of any prize received in this Contest. The Credit Union 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 of entrants and/or winners arising from, or in connection with, acceptance, use, misuse, or possession of any prize awarded or participation in this Contest.

The Credit Union is not responsible for any incorrect or inaccurate information, whether caused by tampering, hacking, or by any of the equipment or programming associated with the Contest. Prize(s) cannot be substituted, converted to cash, assigned, or transferred by winners. The Credit Union reserves the right to substitute a prize of equal or greater value should the featured prize(s) become unavailable for any reason. The Credit Union reserves the right to disqualify entrants who fail to follow these Official Rules or who make any misrepresentations relative to the Contest and redemption of a prize.
11. **Tax Issues:** The Credit Union will report all prize winnings to the appropriate state and federal agencies as required by applicable law. Winners are responsible for all tax consequences (if any) of the prizes.
12. **Publicity Authorization:** Each winner agrees to permit the Credit Union to utilize his/her name and likeness in promotional and other Credit Union materials, without additional compensation or permission, except where prohibited by law.



13. **Choice of Law:** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrant and the Credit Union in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of the State of California, USA, without regard to choice of law rules.

14. **ARBITRATION AND WAIVER OF CLASS ACTION** -You and the Credit Union agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or the products or services the Credit Union has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the Credit Union (hereafter referred to as the “Claims”). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision (“Arbitration Agreement”), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with its applicable rules and procedures for consumer disputes (“Rules”), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at www.adr.org; or, a copy of the Rules can be obtained at any Credit Union branch upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf.
 - a. **Selection of Arbitrator.** The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules, and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.
 - b. **Effective Date.** This Arbitration Agreement is effective upon the 61st day after we provide it to you (“Effective Date”), unless you opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision below.
 - c. **Arbitration Proceedings.** The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same



remedies that a court can award. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. The Credit Union shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, you will be responsible for your own attorneys' fees, unless you prevail on your Claim in the arbitration, in which case, we will pay your attorneys' fees. However, if the Credit Union prevails, then you will not be required to pay its attorneys' fees and costs.

Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.

- d. **Class Action Waiver.** ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.
- e. **Severability.** In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

Right to Opt-Out. You have the right to opt-out of this Arbitration Agreement provided you notify the Credit Union of your intent to do so within 60 days after it is provided to you. Your opt-out is only effective if you notify the Credit Union in writing at Attention Payment and Deposit Services 7812 Edinger Ave. Huntington Beach, CA 92647 within such 60 day time period. If you fail to opt-out within this 60 day time period, you will be deemed to have consented to the resolution of your Claims through binding arbitration. In the event you opt-out, it shall not affect other terms and conditions of your Agreement or your relationship with the Credit Union.

FOR MORE DETAILS or if you have questions, you may call us or visit a branch. If you have questions about AAA procedures, you should check AAA's website, www.adr.org, OR call AAA at (800) 778-7879.