

# **HELPING TEACHERS THRIVE GIVEAWAY**

## **Classroom Supply Reimbursement Promotion**

### **Official Terms and Conditions**

**VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

#### **General**

The Members First Credit Union of FL Helping Teachers Thrive Giveaway (the "Giveaway") will begin on August 1, 2024, at 9:00 a.m. Central Standard Time ("CST") and end when a total of \$7,500 is disbursed to "Qualified Teachers" (as defined below) or on August 31, 2024 at 5:00 p.m. CST, whichever occurs first (the "Giveaway Period").

Before participating in the Giveaway, each participant must review and agree to be bound by the Giveaway's Official Terms and Conditions as set out below. By participating in the Giveaway, participants accept and agree to be bound by the Official Terms and Conditions and accept the decisions of the Sponsor as final and binding in all respects.

#### **Sponsor**

Giveaway is sponsored by Members First Credit Union of FL (the "Sponsor") P.O. Box 12983, Pensacola, FL 32591, and is in no way sponsored, endorsed or administered by, or associated with, Facebook. By participating in the Giveaway, participant is providing information to the Sponsor and not to Facebook. All communication with respect to the Giveaway, including requests to be removed from future Giveaway mailings, should be directed to the Sponsor at the foregoing address ATTN: Marketing Department.

#### **Eligibility**

The Giveaway is open only to Escambia and Santa Rosa County legal residents, who are at least the age of majority in Florida by August 1, 2024, a primary member (not joint account holder) at Members First Credit Union of FL, and a Qualified Teacher. A "Qualified Teacher" for purposes of the Giveaway includes an individual employed full-time as a teacher at any public or private pre-school, elementary, middle, or high school in Escambia and Santa Rosa County. The Giveaway is void where prohibited or restricted by law. Anyone participating in the Giveaway or claiming a Reimbursement (defined below) in violation of these terms and conditions will be disqualified.

#### **How to Enter/Receive Reimbursement**

During the Giveaway Period, a Qualified Teacher may submit an official Reimbursement Request Form which is available online at <https://www.membersfirstfl.org/empower-teachers-giveaway> to request reimbursement for school supplies up to a maximum of \$100 until a maximum of \$7,500 is disbursed during the Giveaway Period. All information requested on the Reimbursement Request Form must be provided which shall include receipts for qualified purchase(s) and the following information:

name and mailing address of the Qualified Teacher; name of the school and school department where the Qualified Teacher is employed; and Members First Credit Union of FL account number. Reimbursement Request must be completed online during the Giveaway Period and received by Sponsor no later than August 31, 2024 or until a maximum of \$7,500 is disbursed during the Giveaway Period.

By submitting a Reimbursement Request Form online, a participant represents and warrants that he or she has complied with all the Giveaway Terms and Conditions. The Sponsor reserves the right in its sole discretion to disqualify participants for not meeting any of the Giveaway Terms and Conditions or for any other reason. Participants must provide all information requested in order to participate in the Giveaway. Sponsor, in its sole discretion, reserves the right to request additional information to confirm a participant's eligibility.

Limit of one (1) Reimbursement Request Form per Qualified Teacher during the Giveaway Period. Any attempt by any participant to obtain more than one (1) Reimbursement by using multiple or different e-mail addresses, identities, registrations or any other methods will void that participant's Reimbursement Request Form. Any person submitting more than one Reimbursement Request Form will be disqualified.

#### **Reimbursements**

Sponsor will deposit up to \$100 (a "Reimbursement") in a Qualified Teacher's Members First Credit Union of FL account until a total of \$7,500 is paid during the Giveaway Period or until the Giveaway Period ends. Reimbursements will be fulfilled within ten (10) business days after the Reimbursement Request Form is received and the participant's compliance with these Official Terms and Conditions is confirmed.

Recipients of Reimbursements are responsible for all applicable federal, state, local and other tax liabilities, including but not limited to, sales and use taxes, excise taxes, income and withholding taxes, customs duties, fees and like amounts in connection with a Reimbursement. The Sponsor is not responsible for any such taxes or expenses. A Form 1099 may be submitted to all appropriate taxing authorities.

#### **Release; Consent to Use Likeness, Voice and Address**

By entering the Giveaway and accepting a Reimbursement, each participant agrees: (a) to abide by these terms and conditions as well as the decisions of the Sponsor, which shall be final and binding in all respects; (b) to release and hold harmless Facebook, the Sponsor, its subsidiaries and affiliates of the Sponsor, all agents or representatives of the foregoing, including without limitation their advertising and promotional agencies, and each of their respective officers, directors and employees (collectively, the "Released Parties") from any and all claims, liability, loss or damage whatsoever arising with respect to the Giveaway or the awarding, receipt, possession and/or use or misuse of any Reimbursement and further acknowledges that none of the foregoing persons have made nor are responsible or liable for any warranty, representation

or guarantee a particular purpose thereof; and (c) to consent to the use of his or her name, image, voice, likeness, city and state of residence and/or photographs without compensation in any publicity or advertising carried out in any medium worldwide by the Sponsor and/or its advertising or promotional agencies without limitation or further notification, and without providing compensation or intellectual property rights to the participant, except where prohibited.

### **General Conditions**

Entries that are incomplete, mutilated, altered, reproduced, forged, counterfeited or irregular in any way, are automatically void. The Released Parties are not responsible for the following: (a) lost, late, delayed, illegible, inaudible, stolen, damaged, altered, destroyed, mutilated, misdirected, illegal, incomplete or postage due rule requests, entries or Reimbursement claims; (b) lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines or technical failure or jumbled, scrambled, delayed or misdirected transmissions or computer hardware or software typographical, mechanical, telephonic, electronic or network relating to or in connection with this Giveaway, including, without limitation, errors which may occur in connection with the administration of the Giveaway, the processing of entries, or in any Giveaway-related materials; or any incorrect or inaccurate information, whether caused by site users, tampering, hacking or by any equipment or programming associated with or utilized in the Giveaway.

Participants may also be disqualified if Sponsor learns that the participant disparaged the Sponsor during or after the Giveaway Period. Participants should be aware that Sponsor retains the right to take legal action against participants who commit libel or slander against Sponsor during or after the Giveaway Period.

The Sponsor fully reserves the right, in its sole discretion, to cancel, suspend, terminate or modify the Giveaway if the Giveaway is not capable of being completed as planned, including infection by computer viruses or bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort beyond the reasonable control of the Sponsor, which corrupts or impairs the administration, security, fairness or proper play of this Giveaway.

The Sponsor is not responsible for printing errors in the Giveaway materials or these Official Terms and Conditions.

No correspondence will be entered into except with potential recipients of a Reimbursement.

By entering the Giveaway and voluntarily providing your personal information as described in these Official Rules and Regulations, you agree to the collection and use of your personal information by the Sponsor and its representatives, promotional agencies and marketing organization for the purpose of administering the Giveaway, including without limitation contacting participants in the respect of the Giveaway and disclosing the list of Qualified Teachers who receive Reimbursements. Your personal information may be used for future promotions and marketing of the Sponsor, its affiliates, representatives, and promotional agencies but will not be used for any other purpose nor will it otherwise be disclosed to third parties, unless otherwise required by law. If you would like to be excluded from all lists used by

the Sponsor for any future promotions and marketing by the Sponsor, you may send a letter requesting that you be removed from such lists to the Sponsor at Members First Credit Union of FL, P.O. Box 12983, Pensacola, FL 32591, Attn: Marketing Department.

This Giveaway and the terms and conditions contained in these Official Rules and Regulations shall be exclusively governed and constructed in accordance with the laws of the State of Florida and the federal laws of the United States of America applicable therein. Any and all disputes, claims and causes of action arising out of or connected with this Giveaway or any Reimbursement Request awarded shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration administered by the American Arbitration Association in the State of Florida.

This Giveaway is subject to all applicable federal, state, local laws and regulations. Void where prohibited or restricted by law.

If any one or more provisions of these rules are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the validity, effect, or enforcement of any other provision or provisions of these rules.