

LOGIX FEDERAL CREDIT UNION
DIGITAL WALLET CRUISE SWEEPSTAKES
OFFICIAL RULES

1. **NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.**
2. **EACH SWEEPSTAKES ENTRY WILL HAVE AN EQUAL CHANCE OF WINNING. MAKING A PURCHASE WILL NOT IMPROVE AN INDIVIDUAL ENTRY'S CHANCES OF WINNING.**
3. **Sweepstakes Period:** Sweepstakes begins Sunday, January 22, 2023 at 9:00 a.m. PDT and ends Friday, March 31, 2023 at 6:00 p.m. PDT ("Sweepstakes Period").
4. **Consumer Disclosure:** Odds of winning are based upon the number of entries received. Based upon Logix Federal Credit Union's estimate of 300,000 entries, the odds of winning are 20:300,000
5. **Prizes:** Twenty (20) randomly selected winners of the following grand prize: one (1) Cruise Certificate for (2) two (estimated value up to \$1,798) and \$500 cash prize deposited into your Logix savings account to offset the additional cost of booking (port charges, taxes, customs and fulfillment fees, etc.).
6. **Sponsor:** Logix Federal Credit Union "Logix" is the sponsor of the Sweepstakes. Logix Federal Credit Union's business address is 27918 Franklin Parkway, Valencia, California, 91355.

AIM Cruise Incentives is the administrator of the Sweepstakes.
7. **Entry Deadline:** To be eligible, entries must be submitted by:
 - Direct entries: On or before 6:00 p.m. PDT, Friday, March 31, 2023.
 - Mail-in entries: Postmarked no later than Friday, March 24, 2023 and received by 6:00 p.m. PDT, Wednesday, March 29, 2023.
8. **Eligibility:** To be eligible for the Sweepstakes all entrants must be at least 21 years of age and a member in good standing at the time of prize drawing. Logix employees, officials, directors, and members of their immediate families are not eligible to participate in the Sweepstakes. By entering this Sweepstakes, entrants accept and agree to be bound by these Official Rules and the decisions of Logix. Sweepstakes void where prohibited by law.
9. **How to Enter:** There are two (2) methods of entry. Eligible entrants may enter the Sweepstakes using one of the following methods.

Primary Method of Entry: An eligible Individual who:

- Has an existing tokenized Logix Debit and/or Credit Card will receive one (1) automatic entry per card.
- Newly tokenizes their Logix Debit and/or Credit Card will receive one (1) automatic entry per card.
- Uses their Logix Debit and/or Credit Card on their Digital Wallet to complete ten (10) purchase transactions per card during the Sweepstakes Period receives one (1) automatic entry. Every ten (10) transactions = one (1) entry (i.e. 20 transactions on digital wallet = 2 entries).

Secondary Method of Entry: All other eligible persons may enter by legibly printing their name, address (including zip code), telephone number (including area code), and e-mail address (optional) on a 3" x 5" card and by sending it in a #10 stamped envelope to:

Logix Federal Credit Union
 Attn: Digital Wallet Cruise Sweepstakes
 27918 Franklin Parkway, Valencia, CA 91355

If a write-in entry form or card is drawn, but judges are unable to determine the winner because of illegible writing, that entry form or card will be disqualified. No copies, mechanical reproductions, or metered mail accepted. Mail-in entries must be post marked no later than Friday, March 24, 2023 and received by Wednesday, March 29, 2023 at 6:00 p.m. PDT to be eligible for the prize. Eligible entrants, who do not enter the Sweepstakes via the Primary Method of Entry described above, will receive a maximum of one (1) entry regardless of the number of 3" x 5" cards received. Proof of mailing does not constitute proof of delivery. Mass or mechanically reproduced entries will not be accepted. Logix is not responsible for incomplete, lost, stolen, misdirected, postage-due or illegible entries or entries received after the deadline. Once submitted, entries become the sole property of Logix and will not be acknowledged or returned.

10. **Prize Drawing:** The two (2) weekly random prize drawings will be held on the following ten (10) Fridays:

# Drawing	Weekly Prize Drawing Date and Time
First Drawing	Friday, February 3, 2023 at 12:00 p.m. PDT
Second Drawing	Friday, February 10, 2023 at 12:00 p.m. PDT
Third Drawing	Friday, February 17, 2023 at 12:00 p.m. PDT
Fourth Drawing	Friday, February 24, 2023 at 12:00 p.m. PDT
Fifth Drawing	Friday, March 3, 2023 at 12:00 p.m. PDT
Sixth Drawing	Friday, March 10, 2023 at 12:00 p.m. PDT
Seventh Drawing	Friday, March 17, 2023 at 12:00 p.m. PDT
Eighth Drawing	Friday, March 24, 2023 at 12:00 p.m. PDT
Ninth Drawing	Friday, March 31, 2023 at 12:00 p.m. PDT
Tenth Drawing	Friday, April 7, 2023 at 12:00 p.m. PDT

All drawings will be held at Logix Headquarters located at 27918 Franklin Pkwy., Valencia, CA 91355. In the event the prize drawing falls on a federal holiday, the prize drawing will be held on the next business day. The winners need not be present and will be notified by phone, e-mail, and/or mail by 3:00 p.m. on the day of the drawing. The winner must reply to Logix in

order to claim the prize. If the winner does not reply to Logix to claim the prize within two (2) weeks from the date they were selected as the winner, Logix will re-draw to select another winner. Limit one (1) Prize per person/family/household for the entire Sweepstakes Period.

Cash funds will be deposited in the winner's savings account within 1 business day of signing a winner affidavit. If the winner does not reply to Logix to claim the prize by the times and dates noted above the prize will be forfeited and the prize that is not claimed during the redemption period becomes property of the Credit Union.

The prizewinner will be required to complete a Winner Affidavit of Eligibility, Liability & Publicity Release Agreement and return same, properly executed, prior to collecting the prize. Failure to return signed Winner Affidavit of Eligibility; Liability & Publicity Release Agreement will result in forfeiture of prize.

11. **LIMITATION OF LIABILITY:** The Credit Union is not responsible for any loss or damage which may occur in connection with the Sweepstakes. Entrant agrees to hold the Credit Union harmless from any liability arising from participation in the Sweepstakes or the acceptance, use, misuse, or possession of any prize received in this Sweepstakes. 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 Sweepstakes. 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 Sweepstakes. 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 Sweepstakes and redemption of a prize.
12. **LIST OF WINNERS:** For disclosure of the winner, mail a self-addressed, stamped envelope to Logix Federal Credit Union, Attention: Digital Wallet Cruise Sweepstakes, 27918 Franklin Parkway, Valencia, CA 91355. Request must be received by Friday, June 30, 2023.
13. **TAXES:** The Credit Union will report all prize winnings to the appropriate state and federal agencies as required by applicable law. Winner is responsible for all tax consequences (if any) of the prizes.
14. **PUBLICITY AUTHORIZATION:** The 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.
15. **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 Sweepstakes, 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.
16. **CRUISE CERTIFICATE PROGRAM TERMS AND CONDITIONS:**

- I. The cruise certificate is valid for 5 Day/4 Night “Cruise Vacation for Two,” to Mexico, the Bahamas or the Western Caribbean. Certificate is not valid during holiday and peak travel periods unless the recipient pays an additional fee. Additional fees vary on sail date and availability.
- II. You can choose a cruise to Mexico, the Bahamas or the Western Caribbean. Ports of departure include Los Angeles, Galveston, New Orleans, Jacksonville, Port Canaveral and Miami. The certificate is for the cruise only and does not include airfare or transportation to and from the port. Cruise Certificate recipients are responsible for port charges, taxes, customs and fulfillment fees of \$43.60 per day/per person (\$218 pp). Additional guests may accompany the certificate holder and will qualify for a special group rate, provided they are on the same ship and sail date.
- III. Cruise Certificates need to be **registered within 45 days**, and should be sent in with the non-refundable **\$24 per person registration fee (\$48 per certificate)**. Certificates are transferable during the 45 day registration period. Certificates are **valid for members for 18 months**. The recipient will be required to mail to Pacific Coast Travel – Certificate Division, 6715 Morro Road, Atascadero, CA 93422. Certificates should be sent with tracking. Pacific Coast Travel will not be responsible for lost certificates not mailed with tracking.
- IV. Port charges, taxes, customs and fulfillment fees will be required at the time of booking. Additional fees for upgrades will be due 90 days prior to sailing. Any late payments of upgrade fees may result in loss of upgrades, increased costs, and/or the loss of your reservation. In the event cancellation of this cruise becomes necessary, certificate holder must submit cancellation in writing to Pacific Coast Travel – Certificate Division, 6715 Morro Road, Atascadero, CA 93422 or PCTcruises@yahoo.com (email cancellation requires a confirmation it was received). Cancellation penalties are based on each cruise lines own cancellation policies. Cancellations with less than 15 days notification and “no shows” will result in the forfeiture of all monies paid. Cancellation of travel will void certificate.
- V. This certificate is transferable upon request. All cruises and subject to space and date availability on select cruises and are capacity controlled. For the best availability, book at least 180 days in advance of desired sail date. This offer is not valid for groups of 4 or more people in multiple staterooms, using more than one certificate. Only one certificate can be used per household, per year.
- VI. This certificate has been issued by special arrangements between AIM, Pacific Coast Travel and the sponsoring company. This offer is not redeemable for cash, and cannot be resold. Unauthorized use of this certificate will make it null and void. Offer is not valid where prohibited by state law.
- VII. This certificate expires eighteen months from the date of issue, and may only be distributed by an authorized sales incentive program, approved by AIM. Pacific Coast Travel and AIM will assume no liability for any representations, written or oral, that have not been stated on this certificate. Certificates not issued by the sponsoring company within 12 months will expire.

- VIII. This certificate is not replaceable, is non-refundable, and has no value, if lost, stolen, destroyed, or expired. Registration forms that are altered or post-dated will invalidate certificate.
- IX. Pacific Coast Travel, AIM, and the sponsoring company do not assume any liability or responsibility for damage, expense, or inconvenience, or any loss, injury, or death, or damage to any persons or property, in transit to, or from the ship, during cruise travel, or for any cause whatsoever due to any acts or omissions, including but not limited to delays, cancellations due to nature, mechanical breakdown, strikes, fire, viruses, or acts of God.
- X. Pacific Coast Travel and AIM reserve the right to substitute ports, change itineraries, and substitute ships or cruise lines. Pacific Coast Travel shall be the sole agent for cruise travel and upgrades in connection with the use of this certificate. Terms and conditions are subject to change without notice.
- XI. The certificate does not include certain incidental or other expenses incurred by guests. This includes, but not limited to, shore excursions, on-board purchases, bar beverages, spa services, gratuities and fuel surcharges.
- XII. Any tax liability, including disclosure, connected with the receipt of use of this certificate is the recipient's responsibility.
- XIII. Cruise passage is subject to the terms and conditions contained herein and those listed in each cruise line's terms and conditions of their tickets contract. By redeeming this certificate, the recipient agrees to be bound by all such terms and conditions.

Pacific Coast Travel is registered with the State of California under registration number 2091070-40. Registration as a Seller of Travel does not constitute approval by the State of California.

17. **ARBITRATION: NOTICE OF BINDING ARBITRATION AGREEMENT**: In this section, "you" refers to Entrant. You and Logix agree to attempt to informally settle any disputes arising out of or connected with this Sweepstakes or any prizes awarded. If that cannot be done, you and Logix agree that upon the election of either you or Logix any claim or dispute arising out of or connected with this Sweepstakes will be resolved by **BINDING ARBITRATION** administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Mediation Procedures and Supplementary Procedures for Consumer-Related Disputes ("Rules"). As a result, you will GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under these Official Rules (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). You acknowledge that by agreeing to **BINDING ARBITRATION** you understand and agree to the following terms:
- (a) Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You understand and agree that **YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY.**
 - (b) Arbitration proceedings provide you a **FAIR HEARING**, BUT the arbitration procedures are **SIMPLER AND MORE LIMITED** THAN RULES APPLICABLE IN COURT.

(c) Any claims and defenses that can be asserted in court can be asserted through arbitration. The arbitrator shall be entitled to award the same remedies that a court can award, including **PUBLIC INJUNCTIVE RELIEF** to the extent available under the **CALIFORNIA UNFAIR COMPETITION LAW AND CONSUMER LEGAL REMEDIES ACT**. 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.

(d) Arbitration decisions are as enforceable as any court order and are subject to **VERY LIMITED REVIEW** BY A COURT.

(e) ARBITRATORS can award the same REMEDIES including DAMAGES that a COURT can award.

(f) Any ARBITRATION under these Official Rules **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**.

(g) The PLACE OF ARBITRATION shall be in the federal district WHERE YOU RESIDE.

(h) This **NOTICE OF BINDING 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.

(i) If YOU PREVAIL on the merits of your claim in arbitration, LOGIX WILL PAY YOUR ATTORNEYS' FEES. You will NOT be required to pay LOGIX'S ATTORNEYS' FEES IF LOGIX PREVAILS.

FOR MORE DETAILS, check the American Arbitration Association's website, www.adr.org, OR call the American Arbitration Association's Customer Service telephone number at (800) 778-7879.