

**PENFED 10K GIVEAWAY
OFFICIAL RULES**

**NO PURCHASE, CHECKING ACCOUNT APPLICATION, OR PAYMENT OF ANY KIND
IS NECESSARY TO ENTER OR WIN.**

PENFED MEMBERSHIP WILL NOT INCREASE YOUR CHANCES OF WINNING.

**A PURCHASE, CHECKING ACCOUNT APPLICATION, OR PAYMENT WILL NOT INCREASE
YOUR CHANCES OF WINNING.**

1. **ELIGIBILITY:** The PenFed 10K Giveaway (the “Sweepstakes”) is open only to individuals age 18 or older who are legal residents of one of the 50 United States, the District of Columbia, or Puerto Rico (collectively the “Eligibility Area”), including those permanent legal residents of the Eligibility Area who are currently residing on an overseas United States military installation. Employees, officers and directors of Pentagon Federal Credit Union (“PenFed” and/or “Sponsor”) and its parents, affiliates, subsidiaries, advertising and promotion agencies and promotional suppliers (aforementioned individuals and organizations collectively, the “Promotion Parties”), and the immediate family members (spouse, siblings, and children, regardless of where they live) or members of the same households (whether related or not) of such employees, officers and directors are not eligible. Void outside of the Eligibility Area and where prohibited. All federal, state, and local laws and regulations apply.

Note that by entering this Sweepstakes, you are agreeing to be bound by these Official Rules and the decisions of the Sponsor which shall be final and binding on all matters relating to the Sweepstakes.

2. **TIMING:** The Sweepstakes begins at 12:00:01 AM Eastern Time (“ET”) on April 14, 2021 and ends at 11:59 PM on May 31, 2021 (“Sweepstakes Period”).
3. **TO ENTER:** There are two ways to enter the Sweepstakes: receive one (1) entry into the Sweepstakes by applying and being approved for a PenFed Access America Checking Account during the Sweepstakes Period or receive one (1) entry without applying and being approved for an Access America Checking Account by entering online.

(a) Approved Checking Account application method of entry: You will automatically receive one (1) Sweepstakes entry when you are approved for an Access America Checking Account from PenFed during the Sweepstakes Period.

(b) To Enter Without an Approved Checking Account application: To enter without being approved for a PenFed Access America Checking Account during the Sweepstakes Period, go to **PenFed-10kGiveaway.com** during the Sweepstakes Period and complete and submit the online entry form.

Regardless of method of entry, there is a limit of one entry per person/email address. Entries will be disqualified if they are late, incomplete and/or in excess of any stated entry limit. Sponsor’s computer will be the official time clock for the Sweepstakes. The use of any device or technique to automate participation in this Sweepstakes, including but not limited to, participation using any bot,

macro, script, hack, on-line sweepstakes service or form-filling software (or any other devices or techniques intended to automate any part of participation in the Sweepstakes) is prohibited. Participation by any means which subvert the participation process as described herein will be void. Entries are void if unreadable, inaccurate, incomplete, mutilated, tampered with, forged, irregular in any way, or otherwise not in compliance with these Official Rules. If Sponsor or its designee, in its sole discretion, determines that any participant has used any device or technique to automate or subvert the participation process or participation limits, all participation by that participant will be void and future participation attempts by the participant at issue may be blocked. All submitted information becomes property of Sponsor and will not be returned. Any acknowledgment of receipt of entry does not constitute any representation as to eligibility, selection as a potential prize winner, or is it otherwise binding upon the Promotion Parties in any respect. Proof of submission of entry does not constitute proof of receipt of entry. In the event of a dispute as to the identity of the entrant associated with any entry, the authorized account holder of the email account or phone number associated with the applicable Sweepstakes registration, at time of submission, will be deemed to be the entrant, as applicable. The "authorized account holder" is the natural person assigned to the applicable email account by the email service provider, or to the applicable phone number by the applicable telephone service provider. Potential winners may be required to show proof of being the authorized account holder. In the event a dispute regarding the identity of the person who actually submitted an entry cannot be resolved to Sponsor's/Administrator's satisfaction, the affected entry will be deemed ineligible. Entrants are solely responsible for internet access and usage charges incurred during participation in the Sweepstakes, if any. Note that free internet access is available at most public libraries. If you opt to use a wireless mobile device to submit an entry, data rates and other charges may apply; check with your mobile carrier for rates/details.

- 4. RANDOM DRAWING / PRIZE / ODDS OF WINNING:** On or about June 14, 2021, Promotion Mechanics, Inc., an independent judging organization, will conduct a random drawing at its offices in Newtown, CT, from among all eligible entries received to award one (1) Grand Prize: \$10,000 cash. Winner need not be present. If the winner has a PenFed Access America checking account, the prize monies will be deposited directly into the winner's account. If the winner does not have a PenFed Access America checking account, the prize will be awarded in the form of a check.

All eligible entries have an equal chance of winning. Odds of winning will be determined by the number of eligible entries received. No prize transfer. No prize substitution except by Sponsor due to prize unavailability, safety or security considerations, or any other reason as solely determined by Sponsor in which case a prize of comparable or greater value will be awarded.

- 5. WINNER NOTIFICATION:** The potential winner will be notified by phone and/or email, at Sponsor's sole discretion. A potential winner must reply as instructed to identify him/herself, confirm his/her eligibility and ability to accept the prize, and provide his/her complete contact information within three (3) business days following attempted notification, or he/she may be disqualified and an alternate winner selected as set forth above. Potential winner will also be required to complete an affidavit of eligibility, a liability release, and (where legal) a publicity release, which must be returned within the time period specified at the time of such request. Proof of identity, age, and legal residence may be required to claim a prize. If Sponsor so elects, a potential prize winner may be required to submit to, and cooperate in, a confidential background

check to confirm eligibility and to help ensure that the use of any such person in advertising or publicity for Sponsor or this Sweepstakes will not reflect unfavorably on the Sponsor, as determined by Sponsor in its sole discretion. Potential winners who stand to receive prizes valued at \$600 or more will also be required to return a properly completed IRS W-9 form or similar applicable taxpayer form within the time period specified by Sponsor, and such winners will receive an IRS Form 1099 issued in their name for the actual value of prizes received. If a potential winner is 18 years of age or older but has not yet reached the age of majority in his/her jurisdiction of residence, the applicable prize will be awarded to the potential winner's parent/legal guardian, who must fulfill all requirements of a winner under these Official Rules.

Any participant may be disqualified in Sponsor's sole discretion if: (a) he/she fails to reply or to provide any required information or properly completed documents within the required time period (as applicable); (b) he/she fails to comply with any of the terms of these Official Rules; or (c) if any prize or prize notification is returned as undeliverable. In the event of disqualification of a winner, at Sponsor's sole discretion the prize may be awarded to an alternate winner randomly selected from among the remaining applicable eligible entries, pending verification of eligibility. No responsibility is assumed by the Promotion Parties for any incorrect postal address, email address or phone number associated with an entry, or any change of address, email, or phone number of entrant after entry. All taxes on prizes (including without limitation federal, state, and local taxes) and all expenses related to acceptance and use of prizes and not specified herein are sole responsibility of the prize recipients. Sponsor makes no representations regarding the tax liability associated with any prize, and winner is advised to seek counsel regarding any tax liabilities associated with his/her prize. Sponsor reserves the right to withhold any portion of a prize deemed necessary for compliance with tax withholding requirements, and to forward such portion to the applicable taxing authority on behalf of a winner. All other costs and expenses associated with acceptance and use of a prize not specified as being awarded are the sole responsibility of the winners. Sponsor will not replace any lost, damaged, or stolen prizes.

- 6. RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Sweepstakes, you agree to forever and irrevocably release, discharge and hold harmless the Promotion Parties, together with the respective parents, officers, directors, employees, representatives, agents, shareholders, successors and assigns of each (aforementioned individuals and organizations collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use/misuse of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, software, or telephone or network lines; (c) printing errors or any errors made in the advertisement of the Sweepstakes; (d) errors in the administration of the Sweepstakes, the processing of entries or prize claims, or the announcement of prizes; (e) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Sweepstakes or receipt of any prize; or (f) any condition caused by events beyond the control of the Sponsor that may cause the Sweepstakes to be disrupted or corrupted. Except where prohibited, you further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes (if any), and in no event shall the Released Parties be liable for attorney's fees. Except where prohibited, you hereby waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Released Parties expressly disclaim any responsibility or liability for injury or

loss to any person or property resulting from the Sweepstakes or relating to the delivery and/or subsequent use or misuse of any prizes awarded. Without limiting the foregoing, the Sweepstakes, all prizes, and all materials are provided "as is" without warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose, and non-infringement (with the exception of manufacturer's warranties if applicable).

- 7. GENERAL CONDITIONS:** Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding in all respects. Entries and related information become the exclusive property of Sponsor upon submission. Sponsor is under no obligation to correspond about entries nor will entries be returned. The Released Parties are not responsible for and shall not be liable for: (a) electronic, hardware or software program, network, Internet, or computer malfunctions, failures, or difficulties of any kind, including without limitation, server malfunction or for any human, typographical, printing or other error relating to or in connection with the Sweepstakes, including, without limitation, errors which may occur in the administration of the Sweepstakes, processing of entries; the announcement of the prizes or in any Sweepstakes-related materials, (b) failed, incomplete, garbled, or delayed computer transmissions; (c) late, lost, garbled, misdirected, incomplete, stolen, delayed or misdirected entries or prize claims; (d) inaccessibility of any website in whole or in part for any reason; (e) damage to entrants' or any person's computer, mobile device or other equipment or the contents thereof; or (f) any condition caused by events that may cause the Sweepstakes to be disrupted or corrupted. In the event of any conflict between any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any Sweepstakes advertising materials, the details of the Sweepstakes as set forth in these Official Rules shall prevail. In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem as well as any natural disaster, civil disturbance or governmental action which interferes with Sponsor offering the Sweepstakes, the Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; (b) award the prizes from among the applicable eligible entries received up to the time of the impairment; or (c) proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion. Although Sponsor attempts to ensure the integrity of the Sweepstakes, Released Parties are not responsible for the actions of participants or other individuals in connection with the Sweepstakes, including participants' or other individuals' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Sweepstakes. Any attempt by any person to obtain more entries than the maximum number permitted, using multiple/different identities or any other methods including entry automation, macros, or scripts will void all of that person's entries. Sponsor reserves the right, at any time and at its sole discretion, to disqualify and/or deem ineligible to participate in this Sweepstakes or any future Sponsor promotion, any individual it suspects: (a) to be tampering with the entry process or the operation of the Sweepstakes or attempting to defraud Sponsor in conjunction with participation in the Sweepstakes; (b) to be acting in violation of these Official Rules; (c) to be acting in bad faith or in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (d) to have failed to agree to these Official Rules; or (e) to be in violation of these Official Rules. **CAUTION: ANY ATTEMPT BY A PARTICIPANT OR**

ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE SWEEPSTAKES SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Internet entry must be made by the entrant only at the authorized web site address listed in these Official Rules.

- 8. INDEMNITY:** By participating in the Sweepstakes, you agree to indemnify and hold the Released Parties harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Released Parties due to or arising out of your entry, or your conduct in creating an entry or otherwise in connection with your participation in this Sweepstakes, including but not limited to: claims for trademark infringement; copyright infringement; violation of an individual's right of publicity or right of privacy; or defamation.
- 9. PUBLICITY:** By participating in the Sweepstakes, you grant to Sponsor and its affiliated companies the right, except where prohibited by law, to use your name, likeness, picture, address (city and state), voice, biographical information, and written or oral statements, for advertising and promotional purposes in promoting or publicizing the Sweepstakes, Sponsor, its affiliated companies, and the products or services of each, in any and all media without limitation as to time or territory, without compensation unless required by law. You shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of your name, picture, likeness, address (city and state), or biographical information.
- 10. PRIVACY:** Information submitted in connection with the Sweepstakes (including the contact information associated with their qualifying checking account application) will be treated in accordance with these Official Rules and Sponsor's Privacy Policy (as may be amended from time to time), available via <https://www.penfed.org/privacy-policy>, provided, that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail.
- 11. DISPUTES/GOVERNING LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these rules, or the rights and obligations of any entrant or the Promotion Parties in connection with the Sweepstakes, shall be governed by and construed in accordance with the laws of the State of Virginia without giving effect to any choice of law or conflict of law rules or provisions which would cause the application or the laws of any jurisdiction other than the State of Virginia. Any action or litigation concerning this Agreement shall take place exclusively in the federal or state courts sitting in Fairfax County, Virginia, and you expressly consent to the jurisdiction of and venue in such courts and waive all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. Any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, shall be resolved individually, without resort to any form of class action. You agree to service of process by mail or other method acceptable under the laws of the State of Virginia. ANY CLAIMS, JUDGMENTS AND/OR

AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS PROMOTION. YOU (HEREBY WAIVE ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, IDENTIFIABLE PERSONS, OR THIRD-PARTY PARTICIPANTS, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

- 12. SEVERABILITY/HEADINGS:** If any provision of these Official Rules is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Official Rules and shall not affect the validity and enforceability of any remaining provisions. Headings and captions are used in these Official Rules solely for convenience of reference and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.
- 13. WINNER LIST:** To receive a winner list, mail a self-addressed, stamped envelope to be received by July 31, 2021, to: PenFed 10K Giveaway Winner List, PMI Station, PO Box 750, Southbury, CT 06488-0750.
- 14. SPONSOR:** Pentagon Federal Credit Union, 7940 Jones Branch Drive, McLean, VA 22102.