

Carmel Marathon Entry Sweepstakes Rules

**Official Rules – Indiana Members Credit Union “Carmel Marathon Entry Sweepstakes”
March 21, 2023 – March 23, 2023.**

NO PURCHASE NECESSARY TO ENTER OR WIN. USE OF INDIANA MEMBERS CREDIT UNION PRODUCTS AND SERVICES WILL NOT ENHANCE CHANCES OF WINNING A PRIZE.

1. **ELIGIBILITY:** The Indiana Members Credit Union “Carmel Marathon 5K Entry Sweepstakes” is offered and open only to legal residents who reside in Indiana Members Credit Union’s service territory: Bartholomew, Blackford, Boone, Brown, Clark, Clay, Clinton, Decatur, Delaware, Floyd, Fountain, Gibson, Grant, Greene, Hamilton, Hancock, Harrison, Hendricks, Henry, Howard, Huntington, Jackson, Jay, Jefferson, Jennings, Johnson, Lawrence, Madison, Marion, Miami, Monroe, Montgomery, Morgan, Owen, Parke, Posey, Putnam, Randolph (Jackson or Wayne Townships), Ripley, Rush, Scott, Shelby, Tippecanoe, Tipton, Vanderburgh, Vigo, Warrick, and Wayne counties in Indiana, and Henderson County in Kentucky, who are at least 18 (eighteen) years old at the time of entry (“Entrants”). By entering, you agree to follow these Indiana Members Credit Union “Carmel Marathon Entry Sweepstakes” official rules (the “Official Rules”). No fee is required for entry. **VOID WHERE PROHIBITED.** Employees, directors, contractors, vendors, marketing and promotion agencies, family members or individuals living in the same household as employees of Indiana Members Credit Union (“Sponsor”), Carmel Marathon employees and team members, subsidiaries and affiliated entities are not eligible to participate.

2. **SWEEPSTAKES PERIOD:** The Sweepstakes Period begins on Tuesday, March 21, 2023, at 12:30 p.m. Eastern Time, and ends on Thursday, March 23, 2023 at 12:30 p.m. Eastern Time (the Sweepstakes Period”).

3. **HOW TO ACCESS AND ENTER:** The first day of the Sweepstakes Period, Sponsor will post a “Carmel Marathon Entry Sweepstakes” question on its IMCU Facebook, Twitter and Instagram pages. There are three ways to enter during the Sweepstakes Period:

VIA FACEBOOK: To enter via Facebook, visit the IMCU Facebook page and respond with the correct answer to the IMCU post containing “Carmel Marathon Entry Sweepstakes” question via a comment on the post. Entrant must have a Facebook account to participate in and enter this Sweepstakes via Facebook. Entrant must agree to comply with Facebook’s Statement of Rights and Responsibilities (<https://www.facebook.com/terms.php>) and Facebook’s Community Standards (<https://www.facebook.com/communitystandards>) in order to create and maintain a Facebook account.

VIA TWITTER: To enter via Twitter: (i) Follow @IndMembersCU on Twitter by going to <https://twitter.com/IndMembersCU> and clicking the “follow” button; and (ii) send a tweet to @IndMembersCU with the correct answer to the “Carmel Marathon Entry Sweepstakes” question using the hashtag #IMCUCarmelMarathonTriviaSweepstakes. Entrant must have a

non-private Twitter account to participate in and enter this Sweepstakes via Twitter. If an Entrant does not have a non-private account, there is no cost to create one at www.twitter.com. Entrant must agree to comply with the Twitter Terms of Service (<https://twitter.com/tos>) and Twitter Privacy Policy (<https://twitter.com/privacy>) in order to create a Twitter account.

VIA INSTAGRAM: To enter via Instagram: (i) Follow @IndMembersCU on Instagram by going to <https://www.instagram.com/indmemberscu/> and clicking the “follow” button; and (ii) comment with the correct answer to the IMCU post containing “Carmel Marathon Entry Sweepstakes” question using the hashtag #IMCUCarmelMarathonTriviaSweepstakes. Entrant must have a non-private Instagram account to participate in and enter this Sweepstakes via Instagram. If an Entrant does not have a non-private account, there is no cost to create one at <https://www.instagram.com/>. Entrant must agree to comply with the Instagram Terms of Use: <https://help.instagram.com/581066165581870>, Instagram’s Platform Policy: <https://www.instagram.com/about/legal/terms/api/>, and Instagram’s Community Guidelines: <https://help.instagram.com/477434105621119> in order to create and maintain an Instagram account.

Limit one entry per person. Multiple entries per person, including multiple entries by the same Entrant using different e-mail addresses, will invalidate ALL entries submitted by that Entrant for the entire Entry Period. Entrants must answer the question correctly posted by Sponsor to be eligible to win. All entries must be received by Sponsor by Thursday, March 23, 2023 at 12:30 p.m. Eastern Time. Due to the way Facebook, Twitter and Instagram operates their services, Sponsor may not receive entries from Facebook, Twitter and Instagram users with “protected” updates or profiles. For Entrants entering on Facebook, Entrants must continue to maintain an active Facebook account through the Sweepstakes Period and for at least thirty (30) days thereafter (for potential notification purposes) to participate in the Sweepstakes and be eligible to win.

All tweets, Facebook and Instagram posts must NOT, in the sole discretion of Sponsor, (i) contain language that violates or infringes upon another’s rights, including but not limited to privacy, publicity or intellectual property rights (including, without limitation, trademark or copyright infringement); (ii) contain language that is inappropriate, indecent, obscene, profane, hateful, tortious, defamatory, slanderous, controversial or libelous; (iii) contain language that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; or (iv) contain language that is unlawful, in violation of or contrary to applicable laws or regulations.

4. DRAWING/ODDS: Sponsor will hold a random drawing from the pool of eligible entries. Entrants must answer the question correctly to be eligible to be selected as a winner. The drawings will be held on Thursday, March 23, 2023 at 1:00 p.m. Eastern Time. Odds of winning will depend on the number of eligible entries received. In the event of a dispute as to the identity of a winner, the Sponsor’s decision will be final. Winners will be notified within 24 (twenty-four) hours of winning via the platform on which they submitted their entry (Facebook, Twitter or Instagram). Winners will be required to respond (as directed) within twenty-four (24) hours of an attempted notification prior to being awarded a prize. Failure to respond to the notification

within this timeframe may result in forfeiture of the prize. Sponsor, in its sole discretion, may attempt to contact up to three (3) potential winners of a prize with the above procedure after which the prize in question may go un-awarded if it remains unclaimed.

5. PRIZES: Six (6) prize winners will be selected in a random drawing. The winners will receive two (2) entries to the Indiana Members Credit Union Carmel Marathon 5K, on Saturday, April 8, 2023, 8:00 a.m. (Prize valued up to \$40 per entry, \$80 total prize value.).

Sponsor reserves the right to substitute any prize with any alternate prize of equal or greater value at its discretion. Entries are not redeemable for cash. Limit one prize per winner throughout the Sweepstakes Period. Prize winner must agree to comply with all Carmel Marathon venue rules and regulations related to the use of entry (as applicable) and, in accordance therewith, agree not to act in an unsportsmanlike or disruptive manner, or with any intent to annoy, abuse, threaten or harass any other person at such game. Failure to do so may result in forfeiture of prize or prize element.

Winners must register by 11:59 pm on March 31, 2023, to receive their entry or entry will be forfeited.

Sponsor is not responsible for lost, stolen, damaged, mutilated, returned, "bounced back" emails or misdirected mail, or unsafe arrival of a prize.

If the prize notification is returned as non-deliverable, or if winner is found to be ineligible or not to be in compliance with these Official Rules, winner may be disqualified and an alternate winner will be selected.

The prize winner is solely responsible for all applicable federal, state and local taxes and any expenses associated with the Sweepstakes, unless otherwise indicated.

6. GENERAL CONDITIONS: By entering in the Sweepstakes, unless you opt out, you authorize Sponsor to use, without further notification to you, review or approval by you, your name if you become a winner, to publicize the Sweepstakes and inform other Entrants of your winning. For example, Sponsor may post on Indiana Members Credit Union's Facebook wall, on Twitter or Instagram, or other marketing channels a message such as: "Congratulations to our winners: John Doe, Mary Smith, etc.)!". If, in response to a notice of winning, a winner instructs, in writing, Sponsor not to publicize his or her name, Sponsor will honor that instruction.

Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole determination, to be tampering with the entry process or the operation of the Sweepstakes; to be acting in violation of these Official Rules; to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

Any use of robotic, automatic, macro, programmed or like entry methods will void all such entries by such methods and persons using any such methods will be disqualified. Each entry submission must be manually key stroked and manually entered by the individual Entrant; automated and/or repetitive electronic submission of entries (including but not limited to entries

made using any script, macro, bot or Sweepstakes service) will be disqualified and transmissions from these or related email or IP addresses may be blocked. The accumulation of entries generated through robotic, automatic, macro, or like methods is also strictly prohibited. Sponsor's determination of whether a user is accumulating entries generated through automated means is in Sponsor's sole discretion.

Entries that contain offensive, harassing, threatening, abusive language or that violate the intellectual property or other proprietary right of any person are invalid and inadmissible.

CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Sponsor assumes no responsibility for any computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, or unauthorized human intervention, or the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information.

If, for any reason, Sponsor is unable to run this Sweepstakes as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor reserves the right to cancel, terminate, modify or suspend the Sweepstakes. If the Sweepstakes is terminated due to tampering or technical difficulties prior to its expiration date, notice will be posted at Indiana Members Credit Union's Facebook, Twitter and Instagram pages.

NOTICE: Facebook, Twitter, and Instagram are in no way responsible for lost, stolen, misdirected, incomplete, misaddressed or ineligible entries. Facebook, Twitter, and Instagram are in no way sponsoring, endorsing, administering or associated with this Sweepstakes.

7. RELEASE OF LIABILITY AND INDEMNIFICATION:

By entering, each Entrant agrees to follow these Official Rules and forever releases, discharges, and waives any and all claims, liabilities and actions of any kind, howsoever caused or arising and whether by negligence, any intentional act or otherwise, that Entrant may have or that may arise against Facebook, Twitter, Instagram, Carmel Marathon and each of their respective parents, subsidiaries, affiliates and related entities, as well as each of the aforementioned parties' respective directors, officers, owners, shareholders, members, employees, representatives, advertising or promotion agencies, successors, assigns and agents (collectively, the "Released Parties"), with respect to or arising out of either (i) Entrant's participation; or (ii) the receipt or use of the prizes (including but not limited to the substitution or changing of any prize) awarded in the Sweepstakes. By entering, each Entrant further agrees to defend, indemnify and

hold harmless the Released Parties and their insurers against any and all damages, costs, judgments, and/or expenses (including but not limited to attorneys' fees and/or other legal fees) they may incur as a result of claims made against them in connection with either (i) Entrant's participation; or (ii) the receipt or use of the prizes (including but not limited to the substitution or changing of any prizing) awarded in the Sweepstakes. This promotion is in no way sponsored, endorsed, or administered by, or associated with Facebook, Twitter and Instagram. You understand that you are providing your information to Sponsor and not to Facebook, Twitter or Instagram.

8. DISPUTES: Except where prohibited, as a condition of participating in this Sweepstakes, you agree that any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes including the determinations of winners, which cannot be resolved amicably, shall be resolved on an individual basis only, without resort to any form of class action. Either party may bring an individual action in a court of competent jurisdiction located in Marion County, Indiana. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant(s) and Sponsor in connection with this Sweepstakes, shall be governed by and construed in accordance with, the laws of the State of Indiana, U.S.A., without giving effect to the conflict of laws rules thereof, and all proceedings shall take place exclusively in Marion County, Indiana. Each party to an action pursuant to this Section 8 shall be responsible for that party's costs of litigation to include but not be limited to attorney fees incurred by that party.

9. LIST OF WINNERS. To obtain a list of the names of the winners, mail a request, including a stamped, self-addressed envelope, to **Indiana Members Credit Union "Carmel Marathon Entry Sweepstakes"**, Business Development Department, Indiana Members Credit Union, 5103 Madison Avenue, Indianapolis, IN 46227.