

## **Indiana Members Credit Union Indiana Pacers SmartStart Sweepstakes Official Rules**

### **Official Rules – Indiana Members Credit Union “IMCU Indiana Pacers SmartStart Sweepstakes” February 5, 2024 – March 31, 2024.**

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 “**IMCU Indiana Pacers SmartStart Sweepstakes**” (the “IMCU Indiana Pacers SmartStart Sweepstakes” or “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 and who are at least 18 (eighteen) years old at the time of entry (each an “Entrant” and collectively the “Entrants”). By entering, you agree to follow these Indiana Members Credit Union “**IMCU Indiana Pacers SmartStart Sweepstakes**” official rules (the “Official Rules”). No fee is required for entry. **VOID WHERE PROHIBITED.** Employees and, family members (spouse, parents, siblings, and children) or individuals living in the same household as employees of Indiana Members Credit Union (“Sponsor”), Pacers Basketball, LLC d/b/a Indiana Pacers and Pacers Sports & Entertainment (“Pacers”), the National Basketball Association and its Member Teams, and NBA Properties, Inc. and each of their respective parents, subsidiaries, affiliates, directors, contractors, vendors, marketing and promotion agencies, officers, owners, members, employees and agents are not eligible to participate in this “**IMCU Indiana Pacers SmartStart Sweepstakes**”.

2. **SWEEPSTAKES PERIOD:** The Sweepstakes Period begins on Monday, February 5, 2024, at 12:00 a.m. Eastern Time, and ends on Sunday, March 31, 2024 at 11:59 p.m. Eastern Time (the “Sweepstakes Period”).

3. **HOW TO ACCESS AND ENTER:** If not already enrolled in IMCU’s SmartStart, open a minor account for your child with IMCU and enroll the account in SmartStart through Digital Banking. Each time a task is completed in SmartStart an entry will be automatically entered into the drawing. Alternatively, a person may enter through this entry form:

<https://www.imcu.com/indiana-members-credit-union-indiana-pacers-smartstart-sweepstakes-official-rules> February 5, 2024-March 31, 2024. Maximum of 5 total entries per person regardless of entry method.

4. **DRAWING/ODDS:** The sponsor will hold two (2) general and one (1) grand prize random drawing(s) from the pool of eligible entries. The general drawings will take place on Friday, March 1, 2024, for entries received between February 5 and February 29, and Monday, April 1, 2024, for entries received between March 1 and March 31. The grand prize drawing will take

place on Monday, April 1, 2024, for all eligible entries received throughout the Sweepstakes Period. An entrant may only win one general drawing, but is still eligible to win the grand prize drawing. 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 required to respond (as directed) within twenty-four (24) hours of an attempted notification via phone and email from information on their Indiana Members Credit Union member profile or from completed entry form on register to win site (located only at the link provided in Section 3 above) 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 other 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: Two (2) winners (i.e., the winners of the general drawings identified in Section 4 above) will each receive one (1) Tyrese Haliburton Autographed Mini Basketball valued at \$15 and two (2) tickets to an Indiana Pacers home game on April 14, 2024, valued at \$99 per ticket, with a total value of \$213 per winner. One winner (i.e., the winner of the grand prize drawing identified in Section 4 above) will receive one (1) Autographed Tyrese Haliburton Indiana Pacers Jersey valued at \$130, four (4) Tickets to an Indiana Pacers home game on April 14, 2024, valued at \$396. The total value of all prizes combined is \$952. Retail value reflects unautographed merchandise. Retail value of hand signed merchandise is subject to fluctuation based on the featured player and current market value at the time of prize award.

Sponsor reserves the right to substitute any prize with any alternate prize of equal or greater value at its discretion. Jersey and tickets are not redeemable for cash. Limit one prize per winner throughout the Sweepstakes Period. Prize winner and his/her guests must agree to comply with all NBA venue rules and regulations relating to the use of NBA regular season tickets (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.

All prizes must be picked up at Indiana Members Credit Union's Southside Branch, 5047 Madison Ave., Indianapolis, IN 46227, by 12:00 pm on Saturday, April 6, 2024 or it 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 Meta wall, on X (formerly Twitter), on 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. 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 Meta page and on X (formerly Twitter) and Instagram.

**NOTICE:** Meta, X (formerly Twitter) and Instagram are in no way responsible for lost, stolen, misdirected, incomplete, misaddressed or ineligible entries. Meta, X (formerly 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, on behalf of him or herself and his or her children or any other person who Entrant enrolls in IMCU SmartStart, 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 or any of his or her children or any other person who Entrant enrolls in IMCU SmartStart may have or that may arise against Meta, X (formerly Twitter), Instagram, Sponsor, Pacers, the National Basketball Association and its Member Teams, NBA Properties, Inc. 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 prize (including but not limited to the substitution or changing of any prize) awarded in the Sweepstakes. By entering, each Entrant, on behalf of him or herself and his or her children or any other person who Entrant enrolls in IMCU SmartStart, 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 prize (including but not limited to the substitution or changing of any prize) awarded in the Sweepstakes. This promotion is in no way sponsored, endorsed, or administered by, or associated with Meta. You understand that you are providing your information to Sponsor and not to Meta, X (formerly 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 winner, mail a request, including a stamped, self-addressed envelope, to **Indiana Members Credit Union "IMCU Indiana Pacers SmartStart Sweepstakes"**, Business Development Department, Indiana Members Credit Union, 5103 Madison Avenue, Indianapolis, IN 46227.

## 10. SPONSOR IDENTIFICATION:

Indiana Members Credit Union  
c/o Business Development Department  
5105 Madison Avenue

Indianapolis, IN 46227