

## **TVFCU MEMBER MAGIC GAMES: 2024 RIVERFRONT NIGHTS OFFICIAL RULES**

### **1. CONTEST PERIOD:**

The TVFCU 2024 Riverfront Nights Member Magic Games begin on May 1, 2024 and end with the announcement of the Grand Prize winner on Saturday, August 31, 2024.

### **2. ELIGIBILITY:**

- a. Entrant must be at least eighteen (18) years of age at the time of submission;
- b. The Entrant must be a member of TVFCU in good standing.
- c. TVFCU shall determine, in its sole discretion, whether an entry meets the eligibility criteria to participate in the Contest. TVFCU's decisions regarding eligibility and all other aspects of the Contest are final and binding.
- d. TVFCU, affiliated companies, and each of their respective officers, directors, employees, agents and persons engaged in the development, production or distribution of materials for this Contest (collectively, the "Contest Parties") and the immediate family members (i.e., parent, child, sibling, and spouse) of each and/or persons living in the same household of such individuals (whether related or not) are not eligible to participate in the Contest. This contest is subject to all applicable federal, state, and local laws and regulations, and is void in all geographic locations where prohibited by law.

### **3. PRIZES:**

The Credit Union will award a total of Sixteen (16) prizes consisting of the following: One Grand Prize of \$5,000. Three runner-up prizes of \$1,000. Twelve third place prizes of \$100. The winners may collect the prizes the business week following their competition. The odds of winning will be determined by the number of eligible participants.

### **4. HOW TO ENTER:**

To be considered for the 2024 Riverfront Nights Member Magic Games, any TVFCU Member age 18 or older may submit a video of 30 seconds or shorter to TVFCU by Direct Message through Facebook or Instagram and the Credit Union is not responsible for lost, late, misdelivered, or incomplete entries.

Along with the video, which should explain why you should be selected to play in the 2024 Riverfront Nights Member Magic Games, members must submit their full name, address, phone number, and email. Members must agree to the Publicity Release.

All entries are subject to approval by TVFCU, in TVFCU's sole discretion. Entrants will receive a confirmation email of their submission upon full completion of the entry requirements. Entries are subject to disqualification at any time including after initial approval.

Except where prohibited, entry in the Contest constitutes each Entrant's consent to the publication of her/his/its Digital Image, (to the extent applicable) in any media for any commercial or promotional purpose (including, without limitation, the Internet) by TVFCU,

without compensation.

By entering the Contest and providing an email address, each Entrant grants TVFCU express permission to send Entrant emails related to the Contest, including, but not limited to notification of Finalists, Winners and a follow-up email in order to gather feedback regarding the Contest to be used in the planning and design of future Contests. Limit: one (1) entry per person.

## **5. DIGITAL IMAGERY/CONTENT:**

If any video submission contains any material or elements that are not owned by the Entrant and/or are subject to the rights of third parties, and/or if any persons appear in the image, the Entrant is responsible for obtaining, prior to submission of the video, any and all releases and consents necessary to permit the exhibition and use of the image in the manner set forth in these Official Rules. If any person appearing in any video is under the age of majority in their state/province/territory of residence the signature of a parent or legal guardian is required on each release.

If a professional image is submitted, Entrant is responsible for securing usage rights from the owner to reproduce, distribute, display, and create derivative works of the image by TVFCU in connection with the Contest and promotion of the Contest, in any media now or hereafter known.

Upon TVFCU's request, each Entrant must be prepared to provide (within seven (7) calendar days of receipt of TVFCU's request) such signed release from all third parties who (a) appear in the video or (b) whose owned content appear in the photograph submitted, authorizing use by TVFCU and its licensees ("Authorized Parties") in accordance with these Official Rules. Failure to provide such releases upon request may result in disqualification at any time during the Contest.

## **6. COMPETITOR SELECTION PERIOD:**

Member Magic Games will be held prior to 2024 TVFCU Riverfront Nights on these dates:

Prelims: 6/1/2024, 6/29/2024, 7/20/2024, 8/17/2024.

Each Prelim will include four entrants selected from available videos (see below for video submission and game eligibility timelines). Entrants 1 & 2 will compete against each other in Giant Jenga, and Entrants 3 & 4 will also compete. The winner of each of those games will then compete in a final match of the night. All eliminated entrants will win \$100. The champion of the night will be entered into the Championship Member Magic Games to be held Saturday, August 31, 2024.

On Saturday, August 31, 2024 the four finalists will compete for the grand prize in the same progression as the Prelims. The three eliminated will each win \$1,000, the overall Champion will win the \$5,000 Grand Prize.

Four members will be selected from available submissions on these dates, for these dates:  
Selected Tuesday 5/28 for Saturday 6/1 competition

Selected Monday 6/24 for Saturday 6/29 competition  
Selected Monday 7/15 for Saturday 7/20 competition  
Selected Monday 8/12 for Saturday 8/17 competition

Competitors will be contacted by phone, based on information submitted with their video submission or according to information TVFCU has on file. If we are unable to contact a selected entrant by the end of the business day Tuesday following (or of in the case of 5/28) the selection date, and new competitor will be chosen and contacted on Wednesday. (For example, if we cannot contact and confirm selected competitor on 5/28, a new one will be chosen and contacted on 5/29).

If a selected entrant is blind (for example) or can otherwise establish inability to play Jenga, they can choose someone to play in their place, but they must be with them on the field.

If an entrant or finalist cannot attend on the night of their competition they are eliminated, they forfeit their prize, and a new entrant will be selected to compete, as time allows. If a finalist is unable to attend on the final competition night, TVFCU will use random selection of the other finalists to find a back-up final competitor, and prizes will be adjusted accordingly.

#### **7. PRIZE ACCEPTANCE AND TAX LIABILITY:**

Prizes are non-transferable. By accepting a Prize, each Winner acknowledges compliance with these Official Rules. All federal, state, local or other tax liabilities arising from this Contest are the sole responsibility of each Winner, respectively. Limit of one Prize per Entrant. All other expenses relating to acceptance of a Prize, including but not limited to taxes and any other expenses not specified herein are the sole responsibility of each Winner. Prize conditions may be added or modified by TVFCU, in its sole discretion. Acceptance of a Prize constitutes permission for TVFCU and its designees to use each Winner's photographs, entry material, other likenesses and biographical information for advertising, promotional or trade purposes, including but not limited to online announcements, in commerce and in all media worldwide without limitation or additional compensation, except where prohibited by law.

A Winner may waive the right to receive the Prize. The Prize is non-assignable and non-transferable. No substitutions may be made by the Winner. TVFCU will not withhold taxes from any award. Prior to receiving the Prize, Winners must execute a W-9 tax form verifying their tax identification number. Payment of federal, state and local taxes and fees due, if any, are the sole responsibility of the Winner. Winners may be required, as instructed by TVFCU, to complete and sign (i) an affidavit of eligibility/liability certifying that such Winner has complied with the Official Rules of the Contest, and (ii) a liability release (except where prohibited by law). Failure to sign and return any of these documents or to comply with any term or condition of these Official Rules may result in a Winner's disqualification, the forfeiture of its interest in the Prize, and, at TVFCU's discretion, the presentation of the Prize to a substitute recipient. A Prize not won and/or claimed by a Winner and not awarded to a substitute recipient by TVFCU in accordance with these Official Rules will remain the property of TVFCU.

#### **8. DISQUALIFICATION:**

TVFCU reserves the right, in its sole discretion, to disqualify any Entrant at any time that it finds to be tampering with the entry process or the Contest; to be acting in violation of these Official Rules; or to be acting in an inappropriate or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

Submitted Entries must be consistent with TVFCU mission, strategy and values and TVFCU reserves the right, in its sole discretion, to reject and/or disqualify any entries at any time that TVFCU deems to be hateful, slanderous, libelous, violent, obscene, defamatory, discriminatory (based on age, race, gender, religion, natural origin, physical disability, sexual orientation or political affiliation), profane, offensive, lewd, sexually explicit, pornographic, false, misleading, deceptive, self-mutilating (e.g. relating to murder, the sales of weapons, cruelty, abuse, etc.), illegal (computer hacking, underage drinking, etc.), threatening, harassing, or otherwise inconsistent with its standards, audience expectations, or reputational interests or that contain images, words or symbols widely considered offensive to individuals of a certain race, gender, ethnicity, religion, sexual orientation or socioeconomic group, or that TVFCU believes may violate any applicable law or regulation or the rights of any third party or may subject the contest, TVFCU, or TVFCU's advertisers, clients, or members to controversy, negative publicity, scorn, or ridicule. For purposes of this paragraph, Submitted Entries include content on the Entrant's website and social media sites.

Should TVFCU determine, in its sole discretion, that any announced winner has violated any of the prohibitions contained in these Official Rules or should be disqualified for any other reason, TVFCU shall have no obligation to award a Prize to such Entrant.

As a condition of entry, TVFCU reserves the right to conduct a background check on any potential finalist and/or winner and reserves the right in its sole discretion to disqualify any Entrant based on such background check if in its sole discretion, TVFCU determines that awarding the prize to such Entrant might reflect negatively on TVFCU's image and/or reputation.

#### **9. GENERAL RELEASE/LIMITATION OF LIABILITY:**

By participating in the Contest, each Entrant releases and holds TVFCU, its affiliate companies and each of their directors, officers, employees, representatives, and agents harmless from and against any claims, costs, injuries, losses or damages of any kind arising out of or in connection with the Contest or with the acceptance, possession, use of or defect in any Grant (including, without limitation, claims, costs, injuries, losses or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light). TVFCU is not responsible for any incorrect or inaccurate information, whether caused by technical or human error or otherwise which may occur in the processing of entries in this Contest or in the running of this Contest. TVFCU will not be responsible for typographical, printing or other errors in these Official Rules or in other materials relating to the Contest.

If for any reason, the Contest is not capable of running as planned, including but not limited to by reason of fraud, computer virus, worms, bugs, tampering, unauthorized intervention, technical limitations or failures, human error, mistake or any other cause that in the sole opinion of TVFCU could compromise, undermine, corrupt or otherwise affect the security, integrity, fairness, administration, or proper conduct of this Contest, TVFCU reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest at any time and without notice.

Notwithstanding anything set forth above, to the extent that the preceding release is determined by a tribunal of competent jurisdiction to be invalid, unenforceable or void for any reason, each Entrant agrees that, to the fullest extent permitted by law (i) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, or any awards awarded shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred by such Entrant, but in no event attorney's fees and such costs no greater than \$100; and (iii) under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby waives all rights to claim,

incidental, punitive or consequential damages.

#### **10. CONSTRUCTION, WAIVER AND DISPUTE RESOLUTION:**

The construction, validity, interpretation and enforceability of these Official Rules, and all issues and questions relating thereto, along with the rights and obligations of all Entrants and of TVFCU, shall be governed by, and construed in accordance with the laws of the State of Tennessee, without giving effect to any choice of law or conflict of law rules or provisions. In the event that any provision is determined to be invalid or otherwise unenforceable, such determination shall not affect the validity or enforceability of any other provision, and these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

All disputes shall be submitted to the TVFCU in writing (at address listed below). All decisions by TVFCU are final.

Any specific waiver of any obligation hereunder by TVFCU does not constitute a general waiver of that obligation nor of any other obligation of Entrant. Any dispute concerning this Contest shall be submitted to binding arbitration in Hamilton County, Tennessee within one (1) year from the date that the cause of action arose (or, if multiple cause of actions are involved, from the date that the first cause of action arose), with such arbitration conducted pursuant to the then prevailing rules of the American Arbitration Association. To the fullest extent permitted by law, no arbitration brought pursuant to these Official Rules shall be joined to any other arbitration initiated pursuant to these Official Rules.

#### **11. COPYRIGHT:**

By participating in the submission process for this Contest, the Entrant grants to TVFCU and affiliated companies an exclusive, assignable, royalty-free and irrevocable right and license to edit or otherwise use all materials submitted by Entrant in connection with the Contest, in whole or in part, for any purpose and in any manner or media (including, without limitation, the Internet) now known or hereafter devised, throughout the world in perpetuity, and to license others to do so, without notice and without compensation, royalty, accounting, liability or obligation of any kind to any Entrant.

**BY SUBMITTING SUBMISSION MATERIALS, ENTRANTS EACH ACKNOWLEDGE THAT THE SUBMISSION MATERIALS, AND ANY OTHER MATERIALS SUBMITTED IN CONNECTION WITH THIS PROGRAM, MAY BE POSTED ON TVFCU'S WEBSITE(S) AND SOCIAL MEDIA PLATFORMS, IN TVFCU'S SOLE DISCRETION.**

TVFCU reserves the right to edit the submission materials and other materials prior to posting them to the website in its sole discretion.

#### **12. SPONSOR/ADMINISTRATOR:**

Sponsor: Tennessee Valley Federal Credit Union; P.O. Box 23967, Chattanooga, TN 37422.

Attention: Marketing

Email: [Marketing@tvfcu.com](mailto:Marketing@tvfcu.com)