

OFFICIAL RULES

Spend & Win Sweepstakes

1. **NO PURCHASE NECESSARY TO ENTER OR WIN. EACH SWEEPSTAKES ENTRY WILL HAVE EQUAL CHANCE OF WINNING.** Purchase or Load Transaction will not improve odds of winning.
2. **ELIGIBILITY:** The Kinecta Express "Spend & Win" Sweepstakes (the "Sweepstake") is open to legal residents of California, who are physically located and reside in California, and are 18 years of age or older at the time of entry ("Eligible Participant"). All Employees and their immediate family members (spouse, parents, children, siblings, and their respective spouses) and their respective household members (whether related or not), of Kinecta Federal Credit Union, Kinecta Alternative Financial Solutions ("Sponsor") or Kinecta Federal Credit Union's Credit Union Service Organizations (CUSOs); manufacturers or distributors of the Sweepstakes materials; Fidelity; Visa U.S.A. Inc.; and their advertising and promotion agencies are ineligible to participate in the Sweepstakes. Entry in the Sweepstakes constitutes your full and unconditional acceptance of these Official Rules.
3. **PRIZES & ODDS OF WINNING:** We will award five (5) Spend & Win Drawing prizes per month of up to fifty dollars (\$50) each. Limit one prize per person, regardless of method of entry. Odds of winning a prize depends upon the total number of eligible entries received for each drawing respectively. Each winner will receive a monetary payout equal to the amount spent on the winning Entry's transaction (limited to the purchase amount only and not including any cash back options on the transaction), up to \$50. Prize is not transferable, except at the Sponsor's sole discretion. No substitutions or cash equivalents are permitted, except by the Sponsor at its sole discretion. The Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value if advertised prize is unavailable.
4. **SWEEPSTAKES PERIOD:** The Sweepstakes "Promotion Period" begins at 12:00:00 am Pacific Standard Time (PST) on May 1st, 2010 and ends 11:59:59 pm PST on December 31st, 2010.
5. **SWEEPSTAKES DRAWING:** There will be Five (5) randomly selected winners at the end of each month. Five (5) winners will be awarded per drawing from May – December 2010; Drawings will be held on/or about 15 days after month end from among all eligible automatic Spend & Win Drawing entries and all mail-in entries received during the Promotion Period. Random drawings will be conducted by Kinecta Alternative Financial Solutions, Inc., a subsidiary of Kinecta Federal Credit Union. Potential winners who provide a valid email address and telephone number will be notified through electronic mail and/or telephone, anytime from 9:00 am PST through 5:00 pm PST no later one month from the drawing date.
6. **GENERAL RULES:** Eligible Participants automatically receive one (1) entry in the Sweepstakes drawing for the qualifying purchase made for that specific month. A qualifying purchase includes all eligible Kinecta Express prepaid debit card purchases made without using a Personalized Identification Number (PIN). Such "Non-PIN" purchases include purchases you sign for and purchases that do not require a signature such as Internet purchases, phone or mail-order purchases, and small dollar purchases that do not require a signature. Cash advances, cash transactions, purchases authorized with a PIN (personal identification number) and ATM transactions do not qualify. If the purchase was made through a Kinecta Express pre-paid debit card, the winning pre-paid debit card will be credited the winning amount within four (4) weeks of the drawing date (minimum amount of prize is \$1.00, maximum amount of prize is \$50). Prize will be loaded onto the winner's Kinecta Express Prepaid Debit Card. Approx. Retail Value (ARV): up to \$50/ea. If a winner entered through the Alternate Method of Entry, the winner will receive a \$50 credit to their existing Kinecta Express Prepaid Card. In the event the winner does not possess a Kinecta Express Prepaid Debit Card, they will receive their prize loaded onto a Kinecta Express Gift Card at no cost to the winner(s). All terms, conditions and fees related to Kinecta Express Prepaid Debit and Gift Cards apply. Sponsor reserves the right to suspend or cancel the promotion or modify these Official Rules as necessary for any reason or as required by applicable law.
7. **ALTERNATE MEANS OF ENTRY:** To be entered in the Sweepstakes without making a qualifying transaction, print your name, address, city, state, ZIP Code, email address and daytime telephone number on a 3" X 5" card. Entries become the property of Sponsor and will not be returned. Insert entry into envelope; attach postage and mail to: Kinecta Express "Spend & Win" Sweepstakes, 1440 Rosecrans Avenue, Manhattan Beach, CA 90266. Limit

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one entry per mailing envelope. Email address will only be used as a contact method for this promotion and will not be used for marketing purposes by anyone or shared with any third party. Mail-in entries must be postmarked by the 1st of each month and received by the 29th day of the month in order to be eligible.

8. **Publicity Authorization:** By entering, entrants agree to be bound by these Official Rules including all eligibility requirements. Each winner agrees to permit the Sponsor to use his/her name and likeness in promotional and other Sponsor materials, without additional compensation or permission, except where prohibited by law. By accepting a prize, winners consent to the use of their names, images, likenesses, photographs, voices, and biographical materials for advertising, publicity and promotional purposes by the Sponsor, or a party designated by the Sponsor, including but not limited to, any online announcements, without additional compensation, except where prohibited by law.
9. **ENTERANT OBLIGATIONS:** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrant and the Sponsor 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. Sponsor will report all prize winnings to the appropriate state and federal agencies as required by applicable law. Winner is responsible for all other associated costs in connection with the prize, including tax consequences (if any). Entrants agree that the conditions of submission set forth in these Official Rules and all documents and agreements incorporated in these Official Rules by reference solely govern the relationship between the entrant and the Sponsor in connection with this Sweepstake.
10. **LIMITATION OF LIABILITY:** ENTRANTS HEREBY AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS KINECTA FEDERAL CREDIT UNION, NIX CHECK CASHING, KINECTA EXPRESS AND THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES, DIVISIONS; VISA U.S.A., INC.; THEIR ADVERTISING AND PROMOTION AGENCIES, EMPLOYEES, OFFICERS, DIRECTORS AND MEMBERS (COLLECTIVELY, THE "RELEASEES") FROM ANY CLAIMS, ACTIONS, INJURY, LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH, RESULTING FROM PARTICIPATING IN THIS SWEEPSTAKES OR FROM THE ACCEPTANCE, POSSESSION, OR USE OR MISUSE OF ANY PRIZE AWARDED OR PARTICIPATION IN ANY PRIZE-RELATED ACTIVITY. THIS LIMITATION OF LIABILITY IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING (WITHOUT LIMITATION) COMPENSATORY, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES; LOSS OF DATA, INCOME, OR PROFIT; LOSS OF DAMAGE TO PROPERTY; AND CLAIMS OF THIRD PARTIES. PARTICIPANTS AGREE THAT SPONSOR HAS NOT MADE NOR IS IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, STATUTORY, EXPRESS OR IMPLIED (INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE), IN FACT OR IN LAW, RELATIVE TO THE SWEEPSTAKES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SPONSOR DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE KINECTA EXPRESS SITE AND SPONSOR SHALL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS RELATED THERETO. Releasees are not responsible for lost, late, illegible, damaged, postage due or stolen entries or submissions, or problems of any kind, whether mechanical, human or electronic. Releasees are not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, inability to access a website or complete a qualifying transaction, fraud, incomplete, garbled, or delayed computer transmissions or inaccurate transcription of entry information, whether caused by the Sponsor, users or by any of the equipment or programming associated with or utilized in this promotion or by any technical or human error which may occur in the processing of submissions which may damage a user's system or limit a participant's ability to participate in the promotion. Entry materials that have been tampered with or altered are void. Sponsor reserves the right, in its sole discretion, to cancel or suspend part or all of this Sweepstakes at any time without notice, if in the judges' opinion there is any suspected or actual evidence of electronic or non-

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electronic tampering with any portion of the Sweepstakes, or if virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness or integrity and proper play of the Sweepstakes. In such event, Sponsor may void any entries they suspect are at issue and award prizes from among all eligible entries received up to the date of cancellation. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE WEBSITE OR ANY ONLINE SERVICE RELATED TO THIS PROMOTION OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.

Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. Sponsor reserves the right to disqualify entrants who violate the rules or interfere with this Sweepstakes in any manner. If an entrant is disqualified, Sponsor reserves the right to terminate that entrant's eligibility to participate in the Sweepstakes. Any attempts by an individual to access any website associated with this competition via a both script or other brute force attack or any other unauthorized means will result in the IP address becoming ineligible. Use of automated entry devices or programs is prohibited.

11. **Arbitration:** Except where prohibited by law, as a condition of participating in this Sweepstakes, Entrant agrees that (1) any and all disputes and causes of action arising out or connected with this Sweepstakes or any prizes awarded, shall resolved individually, without resort to any form of class action, and exclusively, by final and binding arbitration under the rules of the American Arbitration Association and shall be held at the AAA office located in Los Angeles, California; (2) the Federal Arbitration Act shall govern the interpretation, enforcement, and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, or consequential damages, or any other damages, including attorney's fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with entering this Sweepstakes), and entrant further waives all rights to have damages multiplied or increased. Sponsor: Kinecta Alternative Financial Solutions is the sponsor of this Sweepstakes and is headquartered at 1440 Rosecrans Avenue, Manhattan Beach, CA 90266
12. **WINNERS' LIST REQUEST:** For the names of winners, mail a self-addressed, stamped envelope to: The Kinecta Express Spend & Win Sweepstakes, 1440 Rosecrans Avenue, Manhattan Beach, CA 90266.
13. **SPONSOR:** The sole Sponsor of this Sweepstakes is Kinecta Alternative Financial Solutions, a subsidiary of Kinecta Federal Credit Union, 1440 Rosecrans Avenue, Manhattan Beach, CA 90266.