

Golf Cart Giveaway Official Rules

Sponsor: First Service Credit Union (“Sponsor” or “First Service”), 16430 Park Ten Place, Houston, Texas 77084.

First Service is conducting a “2024 Evolution D5 Maverick Golf Cart Giveaway,” alternatively referred to as “Golf Cart Giveaway,” or “Giveaway” promotion. First Service reserves the right to determine eligibility of an entrant. Entrants deemed ineligible will forfeit winnings.

Eligibility: The Golf Cart Giveaway is open to legal residents of the state of Texas who are over the age of 18 as of the date of entry. Employees of Sponsor, its subsidiaries, their directors and volunteers, and members of their respective immediate families (spouses, parents, children and siblings), regardless of where they reside, and household members of such employees are not eligible to enter. Qualified entrants are eligible to win only once during the contest period. By participating in the Golf Cart Giveaway, you agree to be bound by these Official Rules and the decisions of the Sponsor which are final and binding in all respects. **Winner must reside in the state of Texas.**

Entry Period: The Golf Cart Giveaway begins January 25, 2024, and ends at the close of business on February 23, 2024.

“Eligible Share Account” means one of the following First Service accounts: Main Savings, Additional Savings, Adventurer Savings, Navigator Savings, Voyager Savings, Business Savings, Organization Savings, Money Market, Business Money Market, Christmas Club, Health Savings, Free Checking with Debit Rewards, High Yield Checking, Fresh Start Checking, Secure Checking, Navigator Checking, Organization Checking, Small Business Checking, Premium Business Checking, IRA Savings, ESA Savings, and any CD.

How to Enter: No purchase is necessary to enter. A purchase will not improve your chances of winning.

Entries can be earned in one of two ways:

- 1.) One entry will be earned per eligible person for opening an Eligible Share Account **at First Service’s newly remodeled Downtown Tunnels System branch located at 910 Louisiana Street Ste. M100, Houston, TX 77002** during the entry period. For the avoidance of doubt, only Eligible Share Accounts opened at the above referenced First Service Downtown Tunnels System branch qualify; or
- 2.) One entry will be earned by sending a letter or postcard via US Mail that contains the entrant’s contact information (full name, street address, city, state, ZIP code, phone number, and email address) to First Service Credit Union, ATTN: Marketing – 2024 Golf Cart Giveaway, PO Box 941914 Houston, TX 77094. There is a limit of one entry per eligible person for those entering via paper entry form.

Drawings: The winner will be randomly selected from all eligible entries received during the entry period. Odds of winning depend on the number of entries received during the entry period. The winner need not be present to win and will be notified by telephone and/or email using the contact information supplied during the account opening at the First Service Tunnels Branch *or* the information provided if the entry was sent by mail. The winner’s name will be drawn by March 8, 2024, at 5:00 p.m. CDT.

Prizes: The winner will receive a 2024 Evolution D5 Maverick Golf Cart Giveaway (estimated value, \$12,995). Only one prize will be awarded. Winner is solely responsible for all federal, state and local taxes and fees for the Golf Cart and are responsible for any and all income or other taxes in connection with winning the prize. The Golf Cart Giveaway is not sponsored, endorsed by, or associated with Evolution Electric Vehicles.

Publicity: By accepting the prize, the winner grants permission for First Service and/or its designees to use his/her name, photographs, voice and/or other likeness and prize information for publicity and promotional purposes without further compensation, notice, review, or consent, in any and all forms of media, unless prohibited by law, worldwide in perpetuity.

General Conditions: First Service reserves the right to cancel, suspend and/or modify the Golf Cart Giveaway, or any part of it, if any fraud, technical failures, natural disaster, human error or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Golf Cart Giveaway, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, reserves the right to award the prize at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Golf Cart Giveaway or to be acting in violation of the Official Rules. Any attempt by any person to deliberately undermine the legitimate operation of the Golf Cart Giveaway may be a violation of criminal and/or civil law, and should such an attempt be made, Sponsor reserves the right to seek damages from any such person as allowed by applicable law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

No Inducement: You agree that your entry into the Golf Cart Giveaway did not induce you to become a member of First Service or to open an Eligible Share Account with First Service during the Golf Cart Giveaway Period.

Prize Claim: The winner will have five (5) days from the notification of winning to claim and pick up the prize. If winner fails to claim and pick up their prize within five (5) days, for whatever reason, winner will forfeit the prize and an alternate winner can be selected. To claim the prize, the winner must sign and return a release and an affidavit of eligibility and publicity release to First Service Credit Union, ATTN: Marketing – 2024 Golf Cart Giveaway, PO Box 941914 Houston, TX 77094, within five (5) days of notification, or prize will, at the discretion of First Service, be forfeited. The prize will be awarded only if winner complies with these Official Rules. No cash or other consideration will be paid.

Compliance with the Law: All issues and questions concerning the construction, validity, interpretation and enforceability of these official rules, or the rights and obligations of you and Sponsor in connection with the Golf Cart Giveaway, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law provisions. All applicable federal, state, and local laws and regulations apply.

Disputes: By participating in the Golf Cart Giveaway, you agree to waive the right to trial by jury of any action, suit, proceeding, dispute, claim or controversy arising out of or relating to the Golf Cart Giveaway. In the event of a dispute arising out of this Golf Cart Giveaway, you and First Service will attempt in good faith to resolve the dispute by mediation before a mutually agreed upon mediator, or, failing mutual agreement as to a mediator and/or alternatively, appointed by and through the American Arbitration Association ("AAA"), and to share equally in the cost of mediation. If the dispute is not resolved through

mediation, then arbitration will apply. ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. The arbitration shall be conducted in Houston, Texas, by one neutral arbitrator chosen by AAA according to its Commercial Arbitration Rules. Except where prohibited by law, by participating, you agree that any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Golf Cart Giveaway.

Release of Claims: BY PARTICIPATING IN THE GOLF CART GIVEAWAY, ON BEHALF OF YOURSELF AND MEMBERS OF YOUR HOUSEHOLD, RELATIVES, HEIRS, ASSIGNS, EXECUTORS AND ADMINISTRATORS AND PERSONS WHO USE THE PRIZE AWARDED BY FIRST SERVICE, YOU RELEASE FIRST SERVICE, ITS EMPLOYEES, BOARD MEMBERS, AGENTS, OR REPRESENTATIVES (COLLECTIVELY "FIRST SERVICE PARTIES") FROM ANY AND ALL LIABILITY FOR INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES) CAUSED BY PARTICIPATING IN THE GOLF CART GIVEAWAY, AND/OR USE OF THE PRIZE, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY AND/OR DEATH, AND EACH PARTICIPANT AGREES TO INDEMNIFY AND HOLD FIRST SERVICE AND THE FIRST SERVICE PARTIES, JOINTLY AND SEVERALLY, HARMLESS FROM ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS AND ACTIONS OF ANY KIND ARISING FROM, IN CONNECTION WITH, OR AS A RESULT OF PARTICIPATING IN THE GOLF CART GIVEAWAY AND/OR USE OF THE PRIZE, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY AND/OR DEATH. IN NO EVENT SHALL FIRST SERVICE AND/OR THE FIRST SERVICE PARTIES BE LIABLE TO ANY PARTICIPANT OR PARTY FOR ANY LOSS OR INJURIES TO EARNINGS, PROFITS OR GOODWILL, OR FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY PERSON OR ENTITY WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.