

## MIKE GOULIAN x PENFED \$10K SWEEPSTAKES

### OFFICIAL RULES

**NO PURCHASE, CREDIT CARD APPLICATION, OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.**

**PENFED MEMBERSHIP WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**A PURCHASE, CREDIT CARD APPLICATION, OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.**

- 1. ELIGIBILITY:** The Mike Goulian x PenFed \$10K Sweepstakes (the “Sweepstakes”) is open only to individuals age 18 or older who are legal residents of one of the 50 United States, the District of Columbia, or Puerto Rico (collectively the “Eligibility Area”), including those permanent legal residents of the Eligibility Area who are currently residing on an overseas United States military installation. Employees, officers and directors of Pentagon Federal Credit Union (“PenFed” and/or “Sponsor”), Mike Goulian Aviation, LLC, their parents, affiliates, subsidiaries, advertising and promotion agencies and promotional suppliers (aforementioned individuals and organizations collectively, the “Promotion Parties”), and the immediate family members (spouse, siblings, and children, regardless of where they live) or members of the same households (whether related or not) of such employees, officers and directors are not eligible. Void outside of the Eligibility Area and where prohibited. Sponsor’s determinations of eligibility are final and may be made at any time. All federal, state, and local laws and regulations apply.

Note that by entering this Sweepstakes, you are agreeing to be bound by these Official Rules and the decisions of the Sponsor which shall be final and binding on all matters relating to the Sweepstakes.

- 2. TIMING:** The Sweepstakes begins at 12:00:01 AM Eastern Time (“ET”) on April 15, 2024, and ends at 11:59:59 PM on October 31, 2024 (“Sweepstakes Period”).
- 3. TO ENTER:** During the Sweepstakes Period, access the sweepstakes entry page at <https://giveaway.penfed.org/aviation> and complete and submit the online entry form. You may also access the sweepstakes entry page by texting aviation to 467467 or by scanning the QR code found on sweepstakes advertisements using your Web-enabled mobile device. Sending a text message or scanning the QR Code is NOT an entry; follow the instructions on-screen to complete your entry. To access the sweepstakes entry page via text message, your mobile device must have a service plan that includes two-way text messaging. You will receive one (1) text message response that will include a link to the sweepstakes entry page to each text sent. To access the sweepstakes entry page via the QR code, your mobile device must have a camera and QR Code reading application installed. QR Readers may not be available through all wireless carriers or on all Web-enabled mobile devices. Installation of a QR reader is subject to your wireless phone’s compatibility. Text Message and Data Rates Apply. To receive help or to stop text messages, reply HELP for help or STOP to stop. You will be charged according to your mobile phone service provider’s rate plans. Please consult your mobile phone service provider regarding rate plans. Text messaging may not be available in all applicable areas. Sponsor is not responsible for any QR Code reader website, download, claim or otherwise related to the entrant’s attempt (successful or otherwise) to install a QR Code reader. Sponsor does not endorse any particular QR Code reader or company products and any download is at the sole risk of the participant.

**Limit of one (1) entry per person.** Entries will be disqualified if they are late, incomplete and/or in excess of any stated entry limit. Sponsor’s computer will be the official time clock for the Sweepstakes. The use of any device or technique to automate participation in this Sweepstakes, including but not

limited to, participation using any bot, macro, script, hack, on-line sweepstakes service or form-filling software (or any other devices or techniques intended to automate any part of participation in the Sweepstakes) is prohibited. Participation by any means which subverts the participation process as described herein will be void. Entries are void if unreadable, inaccurate, incomplete, mutilated, tampered with, forged, irregular in any way, or otherwise not in compliance with these Official Rules. If Sponsor or its designee, in its sole discretion, determines that any participant has used any device or technique to automate or subvert the participation process or participation limits, all participation by that participant will be void and future participation attempts by the participant at issue may be blocked. All submitted information becomes property of Sponsor and will not be returned. Any acknowledgment of receipt of entry does not constitute any representation as to eligibility, selection as a potential prize winner, or is it otherwise binding upon the Promotion Parties in any respect. Proof of submission of entry does not constitute proof of receipt of entry. In the event of a dispute as to the identity of the entrant associated with any entry, the authorized account holder of the email account or phone number associated with the applicable Sweepstakes registration, at time of submission, will be deemed to be the entrant, as applicable. The "authorized account holder" is the natural person assigned to the applicable email account by the email service provider, or to the applicable phone number by the applicable telephone service provider. Potential winner may be required to show proof of being the authorized account holder. In the event a dispute regarding the identity of the person who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Entrants are solely responsible for internet access and usage charges incurred during participation in the Sweepstakes, if any. Note that free internet access is available at most public libraries. If you opt to use a wireless mobile device to submit an entry, data rates and other charges may apply; check with your mobile carrier for rates/details. You further agree that by providing your mobile phone number as part of your entry information, you are consenting to Sponsor or its designee contacting you via a live call or text message to your mobile phone if you are a potential winner, which will be subject to the charges pursuant to your wireless service provider's rate plan.

- 4. RANDOM DRAWING / PRIZE / ODDS OF WINNING:** On or about November 8, 2024, Promotion Mechanics, Inc., an independent judging organization, will conduct a random drawing at its offices in Newtown, CT, from among all eligible entries received to award One Grand Prize: \$10,000 cash to be awarded in the form of a check. While it is the Sponsor's intention that the winner use the prize monies to expand their interest in aviation, the prize will be issued without restrictions.

No prize transfer. No prize substitution except by Sponsor due to prize unavailability, safety or security considerations, or any other reason as solely determined by Sponsor in which case a prize of comparable or greater value will be awarded. All costs, taxes, fees, and expenses associated with any element of the prize not specifically addressed above are the sole responsibility of the winner. All federal, state and local taxes on the prize are the winner's responsibility. Winner will be issued a 1099 tax form for the actual value of the prize. Sponsor makes no representations regarding the tax liability associated with any prize, and winner is advised to seek counsel regarding any tax liabilities associated with his/her prize. Sponsor reserves the right to withhold any portion of a prize deemed necessary for compliance with tax withholding requirements, and to forward such portion to the applicable taxing authority on behalf of a winner.

Winner need not be present at random drawing. All eligible entries have an equal chance of winning. Odds of winning will be determined by the number of eligible entries received.

- 5. WINNER NOTIFICATION:** The potential winner will be notified by phone and/or email by Sponsor or its designee, at Sponsor's sole discretion. The potential winner must reply as instructed to identify him/herself, confirm his/her eligibility and ability to accept the prize, and provide his/her complete contact information within three (3) business days following attempted notification, or he/she may be disqualified and an alternate winner selected as set forth above. Potential winner will also be required to

complete an affidavit of eligibility, a liability release, and (where legal) a publicity release, which must be returned within the time period specified at the time of such request. Proof of identity, age, and legal residence may be required to claim a prize. If Sponsor so elects, a potential prize winner may be required to submit to, and cooperate in, a confidential background check to confirm eligibility and to help ensure that the use of any such person in advertising or publicity for Sponsor or this Sweepstakes will not reflect unfavorably on the Sponsor, as determined by Sponsor in its sole discretion. Such background check may include, without limitation, civil and criminal court records and police reports. If a potential winner is 18 years of age or older but has not yet reached the age of majority in his/her state of residence (a "minor"), then the parent or legal guardian of such minor must also sign any documents required herein on behalf of the minor. Participants may be disqualified in Sponsor's sole discretion if: (a) they fail to reply or to provide any required information or properly completed documents within the required time period (as applicable); (b) they fail to comply with any of the terms of these Official Rules; (c) if any prize or prize notification is returned as undeliverable; or (d) if the results of their background check are deemed unsatisfactory in Sponsor's sole discretion. In the event of disqualification of a winner, at Sponsor's sole discretion the prize may be awarded to an alternate winner randomly selected from among the remaining applicable eligible entries, pending verification of eligibility. No responsibility is assumed by the Promotion Parties for any incorrect postal address, email address or phone number associated with an entry, or any change of address, email, or phone number of entrant after entry.

- 6. RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Sweepstakes, you agree to forever and irrevocably release, discharge and hold harmless the Promotion Parties, together with the respective parents, officers, directors, employees, representatives, agents, shareholders, successors and assigns of each (aforementioned individuals and organizations collectively, the "Released Parties") from and against any claim or cause of action arising out of your participation in the Sweepstakes or receipt or use/misuse of any prize, including, but not limited to injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Sweepstakes or receipt of any prize. Except where prohibited, you further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes (if any), and in no event shall the Released Parties be liable for attorney's fees. Except where prohibited, you hereby waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Released Parties expressly disclaim any responsibility or liability for injury or loss to any person or property resulting from the Sweepstakes or relating to the delivery and/or subsequent use or misuse of any prizes awarded. Without limiting the foregoing, the Sweepstakes, all prizes, and all materials are provided "as is" without warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose, and non-infringement (with the exception of manufacturer's warranties if applicable).
- 7. GENERAL CONDITIONS:** Sponsor is under no obligation to correspond about entries nor will entries be returned. The Released Parties are not responsible for and shall not be liable for: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, software, Internet, or telephone or network lines; (c) printing errors or any errors made in the advertisement of the Sweepstakes; (d) errors in the administration of the Sweepstakes, the processing of entries or prize claims, or the announcement of prizes or in any Sweepstakes-related materials, (e) late, lost, garbled, misdirected, incomplete, stolen, delayed or misdirected entries or prize claims; (f) inaccessibility of any website in whole or in part for any reason; (g) damage to entrants' or any person's computer, mobile device or other equipment or the contents thereof; or (h) any condition caused by events that may cause the Sweepstakes to be disrupted or corrupted. In the event of any conflict between any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any Sweepstakes advertising materials, the details of the Sweepstakes as set forth in these Official Rules shall prevail. In the event that the operation, security, or administration of the Sweepstakes is

impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem as well as any natural disaster, civil disturbance or governmental action which interferes with Sponsor offering the Sweepstakes, the Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; (b) award the prizes from among the applicable eligible entries received up to the time of the impairment; or (c) proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion. Although Sponsor attempts to ensure the integrity of the Sweepstakes, Released Parties are not responsible for the actions of participants or other individuals in connection with the Sweepstakes, including participants' or other individuals' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Sweepstakes. Any attempt by any person to obtain more entries than the maximum number permitted, using multiple/different identities or any other methods including entry automation, macros, or scripts will void all of that person's entries. Sponsor reserves the right, at any time and at its sole discretion, to disqualify and/or deem ineligible to participate in this Sweepstakes or any future Sponsor promotion, any individual it suspects: (a) to be tampering with the entry process or the operation of the Sweepstakes or attempting to defraud Sponsor in conjunction with participation in the Sweepstakes; (b) to be acting in violation of these Official Rules; (c) to be acting in bad faith or in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (d) to have failed to agree to these Official Rules; or (e) to be in violation of these Official Rules. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. When terms such as "may" are used in the Official Rules, Sponsor has sole and absolute discretion. By participating in this Sweepstakes, participants agree to waive any right to claim ambiguity or any deficiency in these Official Rules or the Sweepstakes, including its administration. **CAUTION: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE SWEEPSTAKES SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

- 8. INDEMNITY:** By participating in the Sweepstakes, you agree to indemnify and hold the Released Parties harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Released Parties due to or arising out of your entry, or your conduct in creating an entry or otherwise in connection with your participation in this Sweepstakes, including but not limited to: claims for trademark infringement; copyright infringement; violation of an individual's right of publicity or right of privacy; or defamation.
- 9. PUBLICITY:** By participating in the Sweepstakes, you grant to Sponsor and its affiliated companies the right, except where prohibited by law, to use your name, likeness, picture, address (city and state), voice, biographical information, and written or oral statements about Sponsor and/or the Sweepstakes (collectively, the "Materials"), for advertising and promotional purposes in promoting or publicizing the Sweepstakes, Sponsor, its affiliated companies, and the products or services of each, in any and all media without limitation as to time or territory, without compensation unless required by law. You shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of the Materials.
- 10. COLLECTION AND USE OF PERSONAL INFORMATION:** By entering the Sweepstakes, you agree and consent to the collection, use and retention of your personal information provided in your entry and/or prize claims, by Sponsor and its designees, for all purposes related to the Sweepstakes (including, without limitation, processing and administering entries or prize claims, sharing an entrant's personal information with Sponsor's service providers, contractors, and prizing partners, as necessary to

conduct and operate the Sweepstakes, communicating with and awarding prizes to winners, making public announcements about winners, and advertising, promoting and publicizing the Sweepstakes), as well as in accordance with Sponsor's Privacy Policy (as may be amended from time to time), available via <https://www.penfed.org/privacy-policy>, provided that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail. Please review Sponsor's Privacy Policy before participating. If you object to anything stated in these Official Rules or Sponsor's Privacy Policy, do not participate in the Sweepstakes.

- 11. DISPUTES/GOVERNING LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these rules, or the rights and obligations of any entrant or the Released Parties in connection with the Sweepstakes, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to any choice of law or conflict of law rules or provisions which would cause the application or the laws of any jurisdiction other than the Commonwealth of Virginia. Any action or litigation concerning the Sweepstakes shall take place exclusively in the federal or state courts sitting in Fairfax County, Virginia, and you expressly consent to the jurisdiction of and venue in such courts and waive all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. Any and all disputes, claims, and causes of action arising out of or in connection with this Sweepstakes, shall be resolved individually, without resort to any form of class action. You agree to service of process by mail or other method acceptable under the laws of the Commonwealth of Virginia. **ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS SWEEPSTAKES. YOU HEREBY WAIVE ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, IDENTIFIABLE PERSONS, OR THIRD-PARTY PARTICIPANTS, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.**
- 12. SEVERABILITY/HEADINGS:** If any provision of these Official Rules is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Official Rules and shall not affect the validity and enforceability of any remaining provisions. Headings and captions are used in these Official Rules solely for convenience of reference and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.
- 13. WINNER LIST:** To receive a winner list, mail a self-addressed, stamped envelope to be received by January 31, 2025, to: Mike Goulian x PenFed \$10K Sweepstakes Winner List, PMI Station, PO Box 172, Newtown, CT 06470-0172.
- 14. SPONSOR:** Pentagon Federal Credit Union, 7940 Jones Branch Drive, McLean, VA 22102.

Any third-party trademarks mentioned herein are the property of their respective trademark owners. The use or mention of such third-party trademarks in these Official Rules is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the offer.