

MTCU Zoo Bucks Savings Promotion – Official Rules & Regulations

Eligibility:

1. NO PURCHASE OR OBLIGATION NECESSARY TO ENTER.
2. Open to children in grades K-5.
3. Participants must live, work, worship, attend school or business with other legal entities in the Texas counties of Midland, Martin, Glasscock, Andrews, Crane, Ector, Howard, Winkler, Ward, Reagan or Upton counties.
4. Child must open a new MTCU savings account to participate.
5. A parent or legal guardian, at least 18 years old, must be present to open the child's account and be listed as a joint account holder.

Zoo Bucks & Account Bonus:

6. Each child who earns 10 Zoo Bucks for their new MTCU savings account can exchange them and receive a \$25 deposit from MTCU.
7. Zoo Bucks have no cash value outside of this promotion and must be exchanged for the initial deposit of \$25 or a selected prize. Other prize items may be valued at less than \$5 dollars.

Free T-Shirt Incentive:

8. Every child that opens an account through this promotion will receive one free Zoo Bucks t-shirt while supplies last.
9. The parent's membership status does not impact the child's eligibility for a free t-shirt.
10. Each eligible child may only receive one t-shirt.

Parent Incentive:

11. New Parent Members: If a parent or legal guardian opens a new MTCU savings account and does not already have one, they will receive a \$25 deposit.
12. Existing Parent Members: If a parent already has an MTCU savings account, their child will receive an additional \$10 in zoo bucks to purchase items from the prize chest available.
13. Limit of one parent account incentive per family.

General Terms & Conditions:

14. All new accounts must meet MTCU membership requirements.
15. A parent or legal guardian must be a joint owner on the child's savings account.
16. All accounts must remain open and in good standing for at least one year as noted in our MTCU Truth In Savings Disclosure.
17. This promotion is subject to availability and may be modified or ended at any time at

MTCU's discretion without prior notification.

18. Free t-shirts are available while supplies last. MTCU is not responsible for shortages.

19. Limit of one free child savings account and one free parent savings account per family, for this promotion.

20. If in its opinion, MTCU determines there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the "ZOO BUCKS" promotion, 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 "ZOO BUCKS" promotion MTCU has the sole discretion to cancel the "ZOO BUCKS" promotion. In the event of cancellation, Sponsor may void any entries it suspects are at issue and, at its discretion.

Waiver of Rights for Intellectual Property

21. By entering, entrants agree to be bound by these Official Rules, including all eligibility requirements and the decisions of MTCU, as well as agree to liability release, a publicity release where legal, which are final and binding. By entering MTCU's "ZOO BUCKS" promotion, entrants consent to the use of his/her name, image, likeness, photograph, voice, and biographical material for advertising, publicity, and promotional purposes by Sponsor, in any and all media now or hereafter devised, including but not limited to, any online announcements, worldwide in perpetuity, without additional compensation, notification, or permission, except where prohibited by law. Entrants release and hold harmless Releasees from any claims, actions, injury, loss, or damage of any kind, including but not limited to, personal injury or death, resulting, directly or indirectly, in whole or in part, from participating in the "ZOO BUCKS" promotion or from the acceptance, possession, or use or misuse of the prize (including any travel/activity related thereto). 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 or damage to property; and claims of third parties. Entrants agree that Releasees have not made nor are 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 "ZOO BUCKS".

DISPUTES

22. Except where prohibited, all issues/questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the "ZOO BUCKS" promotion, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas. Jurisdiction and venue shall be solely within the State of Texas.

ARBITRATION

23. Except where prohibited by law, as a condition of participating in the “ZOO BUCKS” promotion, participant agrees that (i) any and all disputes and causes of action arising out of or connected with the “ZOO BUCKS” promotion, or prize awarded, shall be 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 held at the AAA regional office nearest the participant; (ii) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (iii) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with participating in the “ZOO BUCKS” promotion), and participant further waives all rights to have damages multiplied or increased.

SPONSOR & ADMINISTRATOR

24. Sponsor and Administrator: MTCU, Attn: ZOO BUCKS, 1505 N. Midland Dr., Midland, TX 79705