

## Terms and Conditions

Torch Lake Federal Credit Union

Debit Card Photo Contest

Official Rules

The Torch Lake Federal Credit Union Debit Card Photo Contest (the “Contest”) is an award-linked promotion whereby Peninsula Federal Credit Union (the “Credit Union”) is hosting a competition to select photographs to be used as artwork on the debit cards issued by the Credit Union.

The Contest will be conducted in two (2) phases. The first phase begins on May 26, 2025, and ends on June 12, 2025, at 11:59 p.m. (the “Submission Period”).

The second phase will commence on June 16, 2025, and will end on June 30, 2025, at 11:59 p.m. (the “Voting Period”).

All times are Eastern Daylight Time as observed in Escanaba, Michigan. The following Official Rules (“Official Rules”) apply to all participants in the Contest (collectively “Participants”).

### **1. The Submission Period**

The Submission Period will run from May 26, 2025, through June 12, 2025. In order to enter the Contest, you must submit a fully completed Contest Submission Form together with an original photograph satisfying the criteria set forth in these Office Rules (“Submissions”) to Torch Lake Federal Credit Union no later than 11:59 p.m. on June 12, 2025. You may submit photos by visiting [Torchlakefederal.com/photo-contest](https://torchlakefederal.com/photo-contest). Completed Submissions must be submitted by June 12, 2025, and must be received by the Credit Union prior to 11:59 p.m. on June 12, 2025, to be entered in the Contest.

### **2. Eligibility**

Participants must be 18 years of age or older at the end of the submission, June 12, 2025. Torch Lake Federal and Peninsula Federal Credit Union employees, board members, volunteers and immediate family members of those listed are ineligible to submit a photo(s).

The submission must be submitted by the photographer.

### **3. Submission Requirements**

Each Participant is limited to a maximum of two (2) Submissions.

The photograph submitted must be an original photograph taken by the person making the submission.

The photograph must be taken in Houghton or Keweenaw Counties, and the theme of the photograph must be “outdoors and nature.” Examples include, but are not limited to Northern Lights, sunrises, sunsets, fall colors, spring, winter, waterfalls, waves, etc. Photographs may not contain people.

Only horizontal photographs are permitted.

The photograph (s) must be submitted in a TIF format, 300dpi, sRGB color mode.

If using Photoshop, do not embed “Glow effects” or “Drop Shadows”.

Each photograph must be submitted individually to [Torchlakefederal.com/photo-contest](https://Torchlakefederal.com/photo-contest).

The Peninsula Federal Credit Union Selection Committee (the “Selection Committee”) will review each submission in order to determine if the submission meets these Submission Requirements. The decision of the Selection Committee with respect to compliance of the submission with the Submission Requirements shall be final and binding on all Participants. The Credit Union will not return any submission.

#### **4. The Voting Period**

All submissions must be received by 11:59 pm on June 12, 2025, in order to participate in the Contest. No Participant may submit more than two (2) submissions for consideration. Only one (1) photograph from each photographer will be submitted to the public vote. The Selection Committee will review all submissions meeting the Submission Requirements and will select twenty (20) submissions as finalists. Selection will be based, among other factors, upon compatibility with the Credit Union’s brand standards and brand identity, as well as the feasibility of the submission to meet the criteria and required specifications of the card manufacturer. The Selection Committee’s decision will be final and binding on all Participants and are not subject to review. The twenty (20) submissions selection by the Selection Committee will be featured on Peninsula Federal Credit Union’s Facebook page for voting to beginning on June 16, 2025.

The Voting Period will commence on or about June 16, 2025, and will terminate at 11:59 p.m. on June 30, 2025. Votes will be determined by the number of likes/loves each submission receives.

The ten (10) top vote getters will win a prize. The two (2) submissions receiving the most votes will each receive \$300.00 cash and will be used as artwork on Peninsula Federal Credit Union’s debit cards. The other eight (8) submissions will each receive a \$30 local restaurant gift certificate, and their photograph will be showcased in the Laurium branch of Peninsula Federal Credit Union (currently Torch Lake Federal Credit Union). No Participant may be awarded more than one (1) award.

The Credit Union will announce the winners of the Contest (“Award Recipients”) following the end of the voting period on its social media and website.

## **5. Awards**

### **The Contest Awards are as follows:**

The two (2) eligible submissions receiving the most votes will each receive \$300.00 cash and will be used as artwork on the Credit Union's debit cards. In order to receive their Contest Award, the Award Recipients must execute a written agreement in a form chosen by the Credit Union to assign and transfer to the Credit Union all of the Award Recipient's rights, title and interest in the photograph submitted.

The other eight (8) eligible submissions will each receive a \$30 local restaurant gift card and will have their photographs showcased in the Laurium branch of Peninsula Federal Credit Union (currently Torch Lake Federal Credit Union).

### **No Participant may be awarded more than one (1) Award.**

Peninsula Federal Credit Union may require the recipient to provide a completed IRS form W-9 prior to payment.

Award Recipients will be determined by the Selection Committee during the Selection Period. All decisions of the Selection Committee are final and binding on all Participants, and not subject to review.

Awards are not exchangeable for credit or kind, in part or in full.

Awards for the top two (2) Award Recipients will be awarded by way of a check made payable to the Award Recipient. Awards for the remaining eight (8) Award Recipients will be awarded via a restaurant gift card. Any risk of loss or damage to such checks or gift cards passes to the Award Recipient upon physical delivery of the check or gift card to the Award Recipient. The Credit Union shall not be liable for or obliged to recognize or replace any check or gift card that is lost, damaged or stolen where such defect, loss, or damage in respect of the check or gift card is due to the fault and/or negligence of the Award Recipient.

## **6. Notification**

Award Recipients will be contacted via the information listed on the Contest Submission form. Contest Participants are solely responsible for providing the Credit Union with accurate contact information.

Award Recipients shall have 7 days from the date the Credit Union sends the notification to respond and claim their Award. In the event an Award is unclaimed within that 7 day period, the next highest vote would be selected.

## **7. Decisions**

By participating in any way in the Contest you agree to comply with and be bound by all of the terms and conditions set forth in these Official Rules, and to accept the decisions of Peninsula Federal Credit Union and its Selection Committee as final and binding. Non-compliance with these Official Rules and/or any entry procedure will result in disqualification. All decisions of the Credit Union and its Selection Committee are final and binding and are not subject to review.

## **8. Indemnifications and Warranties**

Peninsula Federal Credit Union makes no representations or warranties of any kind with respect to the Contest. Any warranty, express or implied, is hereby excluded and disclaimed. By participating in the Contest, each Contest Participant releases and discharges the Credit Union and its officers, directors, employees, shareholders, members and representative and agents (the "Indemnified Parties") harmless from any and all liability whatsoever in connection with the Contest, including without limitation, legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light (collectively "Claims"). Except where prohibited by law, acceptance of an award constitutes a release by the recipient of the Indemnified Parties of any and all claims in connection with the administration for the Contest and the use, misuse, or possession of any award. The Credit Union reserves the right to disqualify any Contest Participant who fails to follow the Official Rules, fails to satisfy eligibility requirements, or who makes any misrepresentation relative to the Contest and/or award redemption. The Credit Union further reserves the right to cancel, terminate or modify the Contest if it is not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort.

## **9. Publicity**

Each Participant consents and agrees to permit the Indemnified Parties to use his/her/its name, voice and likeness on promotional and other materials via all forms of media now known or hereafter devised worldwide, in perpetuity, without any further or additional notice, attribution, permission or compensation (other than the award won) to the Contest Participant, his/her/their successors or assigns, or any other entity, except where prohibited by law. Each Contest Participant also agrees that his/her/its name and/or award may be revealed to other Contest Participants upon request.

## **10. Compliance with Law**

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Contest Participants, and the Indemnified Parties in connection with the Contest, shall be governed by, and construed in accordance with, the substantive

laws in the State of Michigan and applicable Federal law. Any dispute arising between the Credit Union and any Contest Participant and/or any dispute concerning the Credit Union's administration of the Contest shall likewise be governed by and construed in accordance with, the substantive laws of the State of Michigan and applicable Federal law. The Contest is void where and to the extent prohibited by law.

## **11. Taxes**

All Award Recipients are solely responsible for all applicable federal, state and local taxes and any expenses associated with the award, unless otherwise indicated.

## **12. Miscellaneous**

The Credit Union reserves the right to amend these Official Rules or discontinue the Contest at any time. The Credit Union disclaims any responsibility to notify Contest Participants of any aspect related to the conduct of the Contest. Written copies of these Official Rules are available on our website [Peninsulafcu.com](http://Peninsulafcu.com) or during normal business hours at any Credit Union branch location.

Peninsula Federal Credit Union is the sponsor and administrator of the Contest.