

**The CAP COM Federal Credit Union Summer Concert Sweepstakes
OFFICIAL RULES
NO PURCHASE, PAYMENT, TRANSACTION, CAP COM FCU MEMBERSHIP
OR OPENING ANY TYPE OF ACCOUNT NECESSARY TO ENTER OR WIN.
SWEEPSTAKES OPEN ONLY TO LEGAL RESIDENTS OF THE STATES OF
CT, MA, NY AND VT, 18 YEARS OF AGE OR OLDER AS OF MAY 1, 2019.**

ELIGIBILITY: Sweepstakes is open only to legal residents of the States of CT, MA, NY, and VT, 18 years of age or older as of May 1, 2019. Employees and volunteers of CAP COM Federal Credit Union (“Sponsor” or “CAP COM FCU”), Live Nation, Saratoga Performing Arts Center (“SPAC”), their respective subsidiaries, advertising/promotion agencies, and their immediate families (spouse, parents, IRS dependents, children and siblings and their respective spouses) and/or those living in the same household of such employees, whether related or not, are not eligible to participate. Sponsor reserves the right to verify eligibility qualifications of each prize winner. Sweepstakes is subject to all applicable, federal, state, local laws and regulations. Void in all other States of the United States and U.S. Territories and wherever prohibited by law.

DESCRIPTION & SWEEPSTAKES TIMING: The Capital Communications Federal Credit Union Summer Concert Sweepstakes (“Sweepstakes”) begins at 12:00 AM EDT on May 1, 2019 and ends at 11:59:59 PM EDT on August 15, 2019 (the “Promotion Period”). The Promotion Period is further divided into five (5) separate Sweepstakes Entry Periods (each a “Sweepstakes Entry Period”) which correspond to five (5) random drawings to award prizes as defined in the Random Drawing Schedule listed below. The computer of CAP COM FCU (“Sponsor”) will be the official timekeeping device for this Sweepstakes. Each Sweepstakes Entry Period will begin at 12:00 AM EDT on the dates specified below.

Random Drawing Schedule

Random Drawing	Sweepstakes Entry Period	All Entries must be Received by 11:59:59 PM on	Drawing dates & winners notified (on or about)	Quantities, Available Prizes and Approximate Retail Values (“ARV”)
1	May 1 – May 16, 2019	May 16, 2019	May 17, 2019	10 winners will each receive a 4-pack of General Admission Lawn concert tickets, Chris Young on May 25, 2019 at 7:30 PM. ARV: \$214 each
2	May 17 – June 13, 2019	June 13, 2019	June 14, 2019	10 winners will each receive a 4-pack of General Admission Lawn concert tickets, Heart & Sheryl Crow on July 21, 2019 at 7:00 PM. ARV: \$170 each
3	June 14 – July 5, 2019	July 5, 2019	July 8, 2019	10 winners will each receive a 4-pack of General Admission Lawn concert tickets, Train & Goo Goo Dolls on July 26, 2019 at 7:00 PM. ARV: \$170 each
4	July 6 – July 25, 2019	July 25, 2019	July 26, 2019	10 winners will each receive a 4-pack of General Admission Lawn concert tickets Hootie & the Blowfish on August 4, 2019 at 7:30 PM. ARV: \$170 each
5	July 26 – August 15, 2019	August 15, 2019	August 16, 2019	10 winners will each receive a 4-pack of General Admission Lawn concert tickets, Lynyrd Skynyrd on August 31, 2019 at 6:00 PM. ARV: \$170 each

HOW TO ENTER: During a Sweepstakes Entry Period, visit www.capcomfcu.org/tix and follow the instructions to enter by providing your name, complete mailing address, daytime phone number and email address. Entries received during a Sweepstakes Entry Period will be eligible only for the random drawing that corresponds to that Sweepstakes Entry Period. Entries received in a specific Sweepstakes Entry Period will not be eligible for any subsequent Sweepstakes Entry Period drawings. Limit one entry per person/email address per Entry Period.

No type of account, payment, purchase, transaction or CAP COM FCU membership necessary to enter or win. Proof of transmission (such as a “confirming” message received after Entrant submits his/her contact

information) does not constitute proof of receipt/delivery to serve as a Sweepstakes entry. Please be advised that you are only entering The CAP COM Federal Credit Union Summer Concert Sweepstakes and will NOT receive an entry into any other Sweepstakes at this time. Having an account or being a member of CAP COM FCU or making a payment, purchase or transaction will not improve the chances of winning a prize. By participating in the Sweepstakes, all entrants agree to be bound by these Official Rules, which are final and binding on all matters pertaining to this Sweepstakes.

Any individual who attempts to/or is suspected of submitting more than one (1) entry for any Sweepstakes Entry Period will be disqualified from participation in that particular random drawing.

At the time of entry, Entrants will have the opportunity to opt-in to receive further communications from the Sponsor. Entrants are not required to opt-in to participate in this Sweepstakes and opting in will not increase your chances of winning. If an Entrant chooses to opt-in, the Entrant thereby grants the Sponsor permission to send him/her future communications regarding services, incentives, offers, promotions, or other messaging related to the Sponsor's services and products. Any information collected from the Sweepstakes shall be used only in a manner consistent with the consent given by the Entrants at the time of entry, with these Official Rules, and with the Sponsor's Privacy Policy found at: https://www.capcomfcu.org/pdfs/policies/Privacy_Policy.pdf.

RANDOM DRAWINGS DETAILS: Random drawings will be conducted by an independent judging organization from among all eligible entries received for each Sweepstakes Entry Period to award prizes, as indicated in the Random Drawing Schedule noted above. Odds of winning a prize for a specific Sweepstakes Entry Period will depend on the total number of entries received for each corresponding random drawing. Decisions of the judges/Sponsor will be final and binding on all matters relating to this Sweepstakes. Potential winners are subject to verification of eligibility and compliance with these Official Rules. Limit of one (1) prize per household for the entire Promotion Period.

PRIZES: Ten (10) Grand Prizes are available to be won in each of the five (5) Sweepstakes Entry Periods, as detailed in the Random Drawing Schedule above. Each winner will receive a 4-pack of General Admission Lawn tickets to attend a concert at the Saratoga Performing Arts Center located in Saratoga Springs, NY, Approximate Retail Value ("ARV") of each prize for the first concert: \$214. ARV of each prize for the other four concerts: \$170. Tickets are subject to program availability, venue capacity, age and artist restrictions. Winner and guest(s) must abide by all venue policies. Sponsor and/or Live Nation reserves the right to revoke full or partial prize from any winner or winner's guest who it and/or venue personnel deem may, in their sole discretion, be intoxicated, be a safety risk, have violated any venue policy or law, and/or may bring Sponsor and/or Live Nation into disrepute. Tickets will be held at the Will Call window and winners will need to claim them by showing valid photo identification on the night of the concert. Winners should arrive at Will Call at least one hour before the show starts to avoid long lines. The Will Call window is located off of Route 50 parking lot at the Main Box Office. For driving directions to SPAC, please visit: <https://spac.org/experience-spac/directions-parking/>. Instructions for ticket redemption will be provided to verified winners at time of notification. Any and all transportation and accommodations associated with prize redemption will not be provided by Sponsor and each winner will be solely responsible for paying all costs and expenses not expressly set forth herein, including but not limited to transportation to and from the concert event, parking, meals and merchandise. Attending a concert at SPAC is subject to terms and conditions listed at: <https://spac.org/experience-spac/ground-rules/>. No cash substitute allowed. Prize is not transferable. No substitution allowed except, at Sponsor's sole discretion, where a prize of equal or comparable value may be substituted. The winner shall bear all risk of loss or damage to their prize after being obtained at the Will Call window. Sponsor is not responsible for any unclaimed, lost, mutilated or stolen concert event tickets; nor will said prizes be replaced. Sponsor is not responsible for postponement or cancellation of a concert event and if a concert is cancelled or postponed for any reason, Sponsor will have no further obligation to award compensation in lieu thereof. As a guest of SPAC, ticketholders are cautioned to heed any warnings, but voluntarily assumes all risks in attending the concert, and releases the Saratoga Performing Arts Center, Live Nation and its agents from any loss, injury or damage which may be caused by any reckless, willful or grossly negligent acts. Sponsor, SPAC employees and/or any other relevant party, reserve the right to remove or to deny entry to any concert by Winner and/or guest who engages in disruptive behavior, or with intent to annoy, abuse, threaten or harass any other person at any point during the concert. Artists, performances, date and time are all subject to change without notice due to unforeseen circumstances. Unauthorized or unlawful resale or attempted resale of the concert tickets is grounds for seizure and cancellation of all admission privileges

to the concert without compensation and subject to litigation. In no event will more than the stated number of prizes for each Sweepstakes Entry Period be awarded. All details of prizes not specified herein shall be determined solely by Sponsor.

WINNER NOTIFICATION AND VERIFICATION: Potential Prize Winners will be required to complete and return a Prize Acceptance Form and Liability Release ("Prize Form") before being awarded a prize which must be returned within the required amount of time noted at time of prize notification. Prize award is subject to verification of potential Prize winner's identity and eligibility to Sponsor's satisfaction. In the event that any potential winner cannot be contacted, fails to return the Prize Acceptance Form within the required timeframe, refuses the prize, or is disqualified for any reason, Sponsor will select an alternate potential winner in a random drawing from among all remaining eligible entries, if time permitting, up to three (3) alternates. If each of the alternate potential winners are disqualified, the applicable prize will not be awarded. No compensation will be given upon prize forfeiture.

GENERAL CONDITIONS: All materials submitted become the sole property of CAP COM FCU and will not be returned. The Prize Acceptance Forms are subject to verification by CAP COM FCU. The awarding of the prize is contingent on individual's full compliance with these Official Rules, as determined by CAP COM FCU in its sole discretion. Sponsor reserves the right to award fewer than the stated number of prizes if, in its' sole discretion, it determines that it does not have a sufficient number of qualified entries for any particular Sweepstakes Entry Period. Acceptance of prize constitutes permission of the winner to allow CAP COM FCU and its agencies to use winner's name, comments, city, state, voice and/or likeness for purposes of advertising, trade and/or publicity without further compensation in all media now known or hereafter discovered, worldwide and on the World Wide Web, without notice, review or approval, unless prohibited by law. If winner is a member of CAP COM FCU, they must have an account in good standing in accordance with the terms described in the CAP COM FCU Account Disclosures and Agreements in order to receive the prize. In the event there is a discrepancy or inconsistency between disclosures, or other statements contained in any Sweepstakes or advertising materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control.

Multiple entrants are not permitted to share the same email address. In the event of a dispute over the identity of the potential winner, the entry will be declared made by the authorized account holder of the email address submitted at the time of entry, and potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such email address. The authorized account holder is deemed as the natural person assigned to an email address by an Internet access provider, service provider, or other organization responsible for assigning email addresses or the domain associated with the submitted email address. It is the sole responsibility of the entrant to notify the Sponsor in writing if the entrant changes his or her email address after the Sweepstakes Entry Period has ended. All entries become the property of Sponsor and will not be returned to entrant. By participating in the Sweepstakes, all Entrants agree to indemnify, release and hold harmless employees and volunteers of Sponsor, Live Nation Worldwide, Inc. ("Live Nation"), SPAC and their respective parent, subsidiaries and all of their respective employees, directors, officers, agents, successors and assigns, (collectively "Releasees"), from any injuries, losses, damages, claims and actions of any kind resulting from or arising from participation in the Sweepstakes or acceptance, possession, use, non-use or misuse of a prize. CAP COM FCU and its agents, as defined above as part of Releasees, shall not be responsible for printing, typographical or other inadvertent errors in any Sweepstakes-related materials or other errors relating to or in connection with the Sweepstakes, including without limitation, errors which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of winners; or winner's paperwork to be processed that is lost, misdirected, delayed, undecipherable, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly for any reason, including any equipment, systems, networks, lines, satellites, servers, computer, telephone, paper transfer, or human error or electronic, computer, or telephonic malfunction or error. Winners will be required, as a condition of being awarded a prize, to grant the Sponsor the right to use their name, city, State, entry, image, likeness, voice, comments, prize information and biographical information, (collectively, the "**Attributes**") as well as exclusive, worldwide, perpetual, irrevocable, royalty-free, and any other rights entrant has in the winning entry, for advertising, publicity and promotion purposes in any media now known or hereafter devised without additional compensation, except where prohibited by law. Sponsor is not required to enter into correspondence with entrants, including via e-mail. Sponsor and all other Released Parties (as defined above) have neither made nor are in any manner responsible

or liable for any warranty, representation or guarantee, express or implied, in fact or in law, with respect to any part of the Prize, including, without limitation, as to such Prize's quality or fitness for a particular purpose.

CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL & CIVIL LAWS & SHOULD SUCH AN ATTEMPT BE MADE, CAP COM FCU RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. CAP

COM FCU's failure to enforce any terms of these Official Rules shall not constitute a waiver of that or any other provision. Each entry must be manually key stroked and manually entered by the individual entrant. Any automated and/or electronic submission of entry (including but not limited to entries made using any script, macro, bot or Sweepstakes service) will be disqualified and transmissions from these or related email or IP addresses may be blocked. If, in CAP COM FCU's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if computer virus, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Sweepstakes, CAP COM FCU reserves the right at their sole discretion, to disqualify any individual who tampers with the entry process and void any entries submitted fraudulently, to modify or suspend the Sweepstakes, or to terminate the Sweepstakes and conduct a random drawing to award the prizes among all valid entries received as of the termination date. The Sponsor will not be responsible for acts of God, dangerous weather conditions, acts of terrorism, civil disturbances, work stoppage or any other matters beyond the Sponsor's reasonable control (each a "Force Majeure" event) that may cause the cancellation or postponement of the Sweepstakes or a concert event.

PRIVACY & PERSONAL INFORMATION: Personal information collected from entrants will be used by CAP COM FCU for the purpose of administering the Sweepstakes only. CAP COM FCU shall not sell, share or otherwise disclose personal information of entrants with third parties, other than to third parties engaged by CAP COM FCU to fulfill the above purposes. In the event of any discrepancy between the privacy policy and these Official Rules, the privacy policy shall control and govern. To review CAP COM FCU's privacy policy please go to: <https://www.capcomfcu.org/pdfs/policies/Privacy%20Policy.pdf>.

DISPUTES: Except where prohibited, all issues and 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 Sweepstakes, shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

Except where prohibited, as a condition of participating in this Sweepstakes, each participant agrees that any and all disputes that cannot be resolved between the participant and any Releasee, claims and causes of action arising out of or connected with this Sweepstakes, or the prize awarded, or the determination of the winner must be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will a participant be permitted or entitled to obtain awards for, and 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 (if any), and participant further waives all rights to have damages multiplied or increased.

COPY OF RULES: For a copy of the Official Rules visit: www.capcomfcu.org/tix.

WHO WON: For a list of the winners for a specific concert, send a self-addressed, stamped envelope, with the artist's name, by 9/30/19 to: CAP COM FCU Summer Concert Sweepstakes, 4 Winners Circle, Albany, NY 12205, Attn: Marketing.

SPONSOR: Capital Communications Federal Credit Union, 4 Winners Circle, Albany, NY 12205.

OPT-OUT: If you do not wish to receive future sweepstakes mailings from CAP COM Federal Credit Union, please write to Sponsor address listed above.

Live Nation and SPAC are not sponsors of the Sweepstakes, and are no way responsible for the administration of the Sweepstakes, the verification of winners or the fulfillment of prizing. All inquiries regarding the Sweepstakes should be direct to Sponsor and not to Live Nation and SPAC.