



**WESTERN CONNECTICUT FEDERAL CREDIT UNION  
THE SCOTTY FUND GALA GIVEAWAY  
AFFIDAVIT OF ELIGIBILITY AND LIABILITY/PUBLICITY RELEASE**

State of \_\_\_\_\_

County of \_\_\_\_\_

I, \_\_\_\_\_, represent that my date of birth is \_\_\_\_\_, and my Social

Security Number is \_\_\_\_\_. I reside at \_\_\_\_\_

\_\_\_\_\_. My telephone number is

\_\_\_\_\_.

In consideration of receiving the Prize (defined below), which I acknowledge to be good and sufficient consideration, I hereby agree as follows:

1. I am submitting this “Affidavit of Eligibility and Liability/Publicity Release” (this “**Release**”) with the understanding that it will be relied upon as a condition precedent to me receiving the Prize in the Scott Fund Gala Giveaway (the “**Promotion**”) sponsored by Western Connecticut Federal Credit Union (the “**Sponsor**”). I acknowledge that I am the winner of the Prize in the Promotion and that the awarding of the Prize is governed by this Release. I hereby certify that all of the information listed in this Release is true and correct, that I have read and agree to be bound by this Release and the decisions of Sponsor, that I have read and understood and agree to be bound by the Promotion Official Rules, Terms and Conditions (copies of which I acknowledge having received), and that I have committed no fraud or deception in entering the Promotion or in claiming the Prize.

2. I acknowledge that my Prize in this Promotion is as follows, and consists solely of the following (the “**Prize**”):

One (1) ticket (per household) for the virtual gala for the Scotty Fund Gala with a retail value of \$150. The virtual gala is being held on December 4, 2021 and the website can be visited for more details: [www.scottfundgala.com](http://www.scottfundgala.com)

3. I acknowledge and agree that all Prize details, if any, not specified herein will be determined in Sponsor’s sole discretion.

4. I agree that, prior to my receipt of the Prize, there shall be no transfer, assignment, or substitution of the Prize allowed except by Sponsor at its sole discretion. I acknowledge that Sponsor reserves the right to substitute the Prize or any portion thereof with another prize or portion thereof of equal or greater approximate retail value for any reason, including without limitation if the Prize or portion thereof becomes unavailable.

5. I understand and agree that all state, federal and local taxes associated with my winning and receipt of the Prize and other expenses not specified herein are my sole responsibility. If applicable, I agree to complete, sign, and return to Sponsor an IRS Form W-9 if required by Sponsor, including providing my Social Security Number, and I agree and acknowledge that a 1099-Misc Tax Form for the total value of the Prize and any other required documentation may be filed with the Internal Revenue Service for the tax year in which the Prize is awarded.
6. **I, ON BEHALF OF MYSELF, MY HEIRS, ASSIGNS, EXECUTORS, ADMINISTRATORS, AND ANY OTHERS WHO MAY TAKE BY OR THROUGH ME, AGREE TO RELEASE, HOLD HARMLESS AND INDEMNIFY SPONSOR, ITS PARENT, DIVISIONS, SUBSIDIARIES, AFFILIATES, PRIZE PROVIDERS, PROMOTION PARTNERS, AND ADVERTISING, PROMOTION AND PUBLIC RELATIONS AGENCIES AND THE RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF EACH (COLLECTIVELY, WITH SPONSOR, THE "PROMOTION ENTITIES") FOR ANY LIABILITY WHATSOEVER FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH THE ACCEPTANCE, POSSESSION, USE, MISUSE OR AWARDED OF THE PRIZE, WHILE PREPARING FOR, PARTICIPATING IN AND/OR TRAVELING TO OR FROM ANY PRIZE- OR PROMOTION-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY. I AGREE THAT THE PRIZE IS PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HERINAFTER ENACTED, RELATIVE TO MY USE OR ENJOYMENT OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
7. **I, on behalf of myself, my heirs, assigns, executors, administrators, and any others who may take by or through me, except where prohibited by law, hereby agree and give my explicit consent that the Promotion Entities, without further obligation to me, have the right to use my name, photograph, picture, portrait, image, voice and/or likeness, Prize information, biographical information, and other indicia of persona at any time or times, for advertising, trade and promotional purposes without further compensation in all media now known or hereafter invented, discovered or devised, worldwide, and on the World Wide Web and Internet, without notice to or review or approval by me, and I HEREBY RELEASE THE PROMOTION ENTITIES FROM ALL LIABILITY RELATED THERETO.**
8. I FURTHER UNDERSTAND AND AGREE THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED. SECTION 1542 READS AS FOLLOWS:

**1542. CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

9. I understand that the Prize is being awarded subject to applicable law and to all terms, conditions, and restrictions relating to the Prize imposed by the Promotion Entities and this Release. I agree to return and relinquish immediately upon demand to the Sponsor the Prize that has been or may be awarded if any statement made in this Release is false.
10. I UNDERSTAND AND AGREE THAT THIS IS A COMPLETE RELEASE AND DISCHARGE OF ALL CLAIMS AND RIGHTS OF THE UNDERSIGNED AGAINST THE PROMOTION ENTITIES AND THAT NO ACTION WILL BE TAKEN BY ME OR ON MY BEHALF WITH RESPECT TO ANY SUCH RIGHTS.
11. I HAVE READ, FULLY UNDERSTAND, AND AGREE WITH ALL OF THE ABOVE. I ACKNOWLEDGE THAT THE TERMS OF THIS RELEASE ARE CONTRACTUAL AND NOT BY WAY OF RECITAL, AND THAT I HAVE HAD AMPLE OPPORTUNITY TO INVESTIGATE ALL OF THE MATTERS INVOLVED IN EXECUTING THIS RELEASE. I FURTHER ACKNOWLEDGE THAT I AM FULLY AUTHORIZED TO EXECUTE THIS RELEASE AND THAT I HAVE DULY, INTENTIONALLY AND VALIDLY EXECUTED THIS RELEASE OF MY OWN FREE WILL AND ACCORD.
12. I acknowledge that either (i) I am at least the age of majority in my state of residence and have a valid, government-issued photo identification to prove it, or (ii) if I am a minor in my state of residence, my parent or legal guardian has also signed and had notarized this Release on my behalf and on his/her behalf.

Sworn to and subscribed before me this:

\_\_\_\_\_ day of \_\_\_\_\_ 2021

\_\_\_\_\_  
My signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Notary Public (Please Sign)

\_\_\_\_\_  
Notary Public (Please Print Name)

**NOTARY SEAL**