

PSCU KNOCKOUT 2013 OFFICIAL RULES

As of June 30, 2013

1. PSCU's KnockOut 2013 (the "Competition") will take place on September 26th and 27th, 2013 at the PSCU MoPRO Innovation Lab, located at 560 Carillon Parkway, Saint Petersburg, Florida. The person signing below ("you") must have pre-registered online in order to participate. Registration begins at 8:00 am EST on September 26th, 2013 in the Reception Area of Building 560. The KnockOut begins at 10:00 am and you will have 24 hours to build a prototype or proof of concept showcasing an improved process, new product or service, or anything that encourages credit unions to compete, prosper and win in their markets (the "Entry"). Entries must be submitted by 10:00 am EST on September 27th, 2013. You will present your Entries to a panel of judges beginning at approximately 12:00 pm EST that day. You may participate remotely via webcam. You can participate individually, or in teams of up to five people. You may only be a member of one team. All team members must meet eligibility requirements for the team to win a prize and all team members must be registered as a team prior to the start of the Competition. During the Competition, you agree to only work with team members and to refrain from consulting with or discussing your Entry with non-team members. Computers and supplies needed for Entry creation will not be supplied at the Competition. Each team must supply their own computers and supplies.

2. ELIGIBILITY. To be eligible, you must be a PSCU employee or an employee of a credit union (the credit union can be either a member or a non-member of PSCU). You must agree to these Official Rules ("Rules") prior to the Competition in order to participate. You agree that submission of an Entry constitutes agreement to these Rules and forms a binding legal agreement between you and PSCU with respect to the Competition.

3. CHANGES AND TERMINATION. PSCU reserves the right to change the Rules and inform you of such changes prior to the start of the Competition. PSCU further reserves the right in its sole discretion to cancel, terminate, modify or suspend the Competition.

4. JUDGING. Entries will be judged by a panel of judges selected by PSCU. The panel will select up to three semi-finalists whose Entries will be shared via video on www.pscuknockout.com to be voted on by PSCU employees, KnockOut 2013 credit union participants and their employees for determination of a first, second and third place winner. All decisions of the judges and voters will be final and binding in all respects.

5. PRIZES.

First Place Prize:

\$1,500 Travel Voucher Certificate valid for travel through December 31, 2014. No cash value. Certificate must be turned in at the time of redemption. Valid only through Montrose Travel's Group Division which can be contacted via phone at 1-800-301-9673 or email at montrosetravel.com. Winner may use Travel Voucher Certificate towards travel of their choice.

2nd Place Prize:

Toshiba Smart TV and 1 year Netflix Subscription

3rd Place Prize:

\$250 Shopping Spree via one Visa and one MasterCard Gift Card worth \$125 each

Each member of the winning team will receive a prize. All prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied including, without limitation, any implied warranty of merchantability of fitness for a particular purpose. Travel Voucher Certificates, Subscriptions, and Gift Cards are subject to the standard terms and conditions set by the issuer and may not be redeemable for cash. Winners may waive their right to

receive prizes, but will not receive any alternate prize or cash value. Prizes are not assignable and are not transferable. No substitutions allowed by winner.

6. TAXES. ALL TAXES ARE THE SOLE RESPONSIBILITY OF THE WINNER. Winners are responsible for ensuring compliance with all applicable tax laws and filing requirements. Taxes on prizes awarded to PCSU employees will be deducted from their paychecks. Non PCSU employees will receive a 1099-MISC form for the value of the prize. Winners may be required to provide a Social Security Number for tax purposes and a government issued identification for identification purposes. If a winner fails to provide such documentation or comply with such laws, the prize may be forfeited and PCSU may, in its sole discretion, select an alternative winner.

7. GENERAL CONDITIONS. The Competition is subject to all applicable federal, state, provincial and local laws and regulations. PCSU does not guarantee that any Entry, chosen or otherwise, will be used or implemented by PCSU. Any false information provided by you concerning identity, mailing address, telephone number, email address, ownership of right or non-compliance with these Rules may result in your elimination from the Competition. You agree that personal data entered during the registration, including name, mailing address, phone number and email address may be processed, stored, shared or otherwise used for the purposes and within the context of the Competition. You are solely responsible for any expenses related to your participation in the Competition. You will not receive any compensation (other than a Prize that may be awarded to you) or be reimbursed for any expenses in connection with your participation in the Competition.

8. NO CONFIDENTIALITY. You agree and acknowledge that Entries will not be treated as confidential and may be made available to the public. PCSU does not guarantee any confidentiality with respect to any Entry.

9. WARRANTIES AND GRANT OF RIGHTS. You hereby grant to PCSU ownership of and all proprietary, intellectual and industrial property rights to your Entry. You agree to sign any necessary documentation that may be required by PCSU to make use of such rights. You further agree and warrant that 1) your Entry does not violate any proprietary or intellectual property rights of anyone, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations; and 2) your Entry does not violate applicable state, federal, or local law; 3) you own all right, title and interest to the Entry, no one helped you develop it other than people on your team, and you have the right to submit the Entry and grant all ownership of and all proprietary, intellectual and industrial property rights of your Entry to PCSU. You acknowledge that by submitting an Entry, PCSU may use or further develop your Entry now or in the future and that you and any teammates will not own your Entry or any ideas that are part of your Entry.

10. INDEMNIFICATION AND LIMITATION OF LIABILITY. You agree to defend, indemnify, and hold harmless PCSU, its officers, directors, employees, representatives, any prize issuers and any other organizations responsible for sponsoring, fulfilling, administering or promoting the Competition (collectively, the "Released Parties") from any and all third party claims, liability, costs or damage (including reasonable attorney's fees) caused or claimed to be caused, in whole or in part, directly or indirectly, from 1) your act, default or omission; 2) breach of any warranties set forth herein; 3) negligence and damages of any kind to persons or property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright, patent, trade secret or other intellectual property rights or other proprietary rights, property damage, or death or personal injury; 4) any misrepresentation you make in connection with the Competition; 5) any non-compliance with these Rules; 6) claims brought by persons or entities arising from or related to your involvement with this Competition; and 7) acceptance, possession, misuse or use of any prize or participation in this Competition. The Released Parties assume no responsibility or liability for: 1) any incorrect or inaccurate

information, whether provided by you or other participants, printing errors or by any of the equipment or programming associated with or utilized in the Competition; 2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; 3) unauthorized human intervention in any part of the Competition; 4) technical or human error which may occur in the administration of the Competition or the processing of Entries; 5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Competition or receipt of or misuse of any prize; or 6) lost, late or misdirected Entries, or for any telecommunications, software, hardware, Internet, or other access issue that might hinder your ability to submit an Entry. IN NO EVENT WILL THE RELEASED PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES WITH RESPECT TO ANY CLAIMS ARISING FROM OR RELATED TO YOUR PARTICIPATION IN THE COMPETITION.

11. PUBLICATION. Participation in the Competition constitutes your consent to use and publish your name, likeness, photograph, voice, opinions, and biographical information in any PSCU materials or any media worldwide, including but not limited to YouTube, without payment or consideration. Such use will be without compensation and may be for editorial, public relations, promotional, or advertising purposes, or any other purpose as may be deemed by PSCU. You agree to fully cooperate with any such use including any publicity surrounding your Entry or you being awarded a prize.

12. DISPUTES. Except where prohibited by law, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Competition, or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Florida. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, your rights and obligations, or the rights and obligation of PSCU in connection with this Competition, shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or choice or conflict of law rules.

13. QUESTIONS. You acknowledge that you have had an opportunity to ask any questions you have about these Rules and to have your attorney review these Rules, if you so choose.