

American Bankers Association Foundation's Safe Banking for Seniors Survey – Official Rules for Gift Card Giveaway

IMPORTANT: Please read these Official Rules before entering the **Safe Banking for Seniors Survey Gift Card Giveaway** (the “Sweepstakes”), presented by **American Bankers Association Community Engagement Foundation, known as ABA Foundation** (“Sponsor”). By entering the Sweepstakes, you agree to the terms of these Official Rules. These Official Rules shall govern in the event of any inconsistency with other Sweepstakes-related materials.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

- 1. Eligibility:** The Sweepstakes is open to legal residents of the United States of America that are bankers currently participating in bankers participating in Sponsor’s 2023-2024 Safe Banking for Seniors program. Entrants must be 18 years of age or older as of their date of entry in this promotion in order to qualify. This sweepstakes is subject to federal, state, and local laws and regulations and void where prohibited by law. Sponsor’s employees, its subsidiaries, affiliates, suppliers, partners, advertising and promotion agencies, and directors (collectively the “Employees”), as well as members of an Employees’ immediate family and/or those living in the same household of Employees are ineligible to participate in the Sweepstakes.
- 2. Sponsorship.** Sponsor is American Bankers Association Community Engagement Foundation (“ABA Foundation”) located at 1333 New Hampshire Avenue, NW, Washington, DC 20036. Sponsor will conduct the Sweepstakes substantially as described in these Official Rules.
- 3. Agreement to Rules:** By entering this Sweepstakes, the Entrant (“You” or “Entrant”) agrees to abide by the Sponsor’s Official Rules and decisions, which are fully and unconditionally binding in all respects. The Sponsor reserves the right to refuse, withdraw, or disqualify any entry at any time at the Sponsor’s sole discretion. By entering the Sweepstakes, You represent and warrant that You are eligible to participate based on the eligibility requirements explained in the Official Rules. You also agree to accept the decisions of the Sponsor as final and binding as it relates to the content of this Sweepstakes.
- 4. Sweepstakes Entry Period:** The Sweepstakes begins on October 23, 2023 at 12:01 a.m. Eastern Daylight Time and ends on November 15, 2023 at 11:59 p.m. Eastern Standard Time (“Entry Period”).
- 5. How to Enter:** Eligible entrants can enter the Sweepstakes by the Safe Banking for Seniors Survey provided via email to potential Entrants. The completion and submission of Entrant’s survey responses will serve as your entry into the Sweepstakes. As a participant, your entry must fully meet all Sweepstakes requirements, as specified in the Official Rules, in order to be eligible to win a prize. Incomplete entries or those that do not adhere to the Official Rules or specifications will be disqualified

at the Sponsor's sole discretion. Fraudulent methods of entry or circumvention of the rules may result in the Sponsor invalidating your entries and removing them from the Sweepstakes at the Sponsor's sole discretion.

6. Prizes: There will be four (4) Grand Prize Winners. Winners of the Sweepstakes (the "Winners") will each receive a digital \$25 Amazon® Gift Card via email. The actual/appraised prize value may differ at the time the prize is awarded. The prize shall be determined solely by the Sponsor. There shall be no cash or other prize substitution permitted except at the Sponsor's discretion. The prize is non-transferable. The Winners, upon acceptance of the prize, are solely responsible for all expenses related to the prize, including without limitation any and all local, state, and federal taxes. Sponsor shall not be responsible for any delays, damage in the delivery of the prize, and/or loss of any prize in connection with delivery of the prize. Winners shall not transfer assignment of the prize to others nor shall any Winner request the cash equivalent or a prize substitution. By accepting the prize, the selected Winners grant permission for the Sponsor to use each Winner's entry, name, and other submitted information for purposes of advertising and trade without further compensation unless prohibited by law.

7. Odds: The total number of eligible entries received determines the odds of winning.

8. Selection and Notification of Winner: The Winners will be selected by a random drawing under the supervision of the Sponsor. The Sponsor will notify the Winners via email by November 17, 2023 at 11:59 p.m. Eastern Standard Time (EST). The Sponsor is not responsible for nor shall have no liability for any Winner's failure to receive notices due to email security settings that may cause notifications to be marked as spam or junk email nor shall Sponsor be liable for any Winner's provision of incorrect or otherwise non-functioning contact information. If any Winner 1) fails to claim the prize within 10 days from the time the award notification was sent or 2) is found ineligible, the prize may be forfeited, and an alternate Winner may be selected. Receipt of the prize (offered in the Sweepstakes) by each Winner is upon the condition of compliance with any and all federal, state, and local laws and regulations. IF ANY WINNER VIOLATES ANY OF THESE OFFICIAL RULES, SUCH WINNER (AT THE SPONSOR'S SOLE DISCRETION) WILL BE DISQUALIFIED, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

9. Rights Granted by You: By submitting an entry into this Sweepstakes, You understand and agree that the Sponsor, any individual acting on the Sponsor's behalf, and the licensees successors, and assigns of the Sponsor shall, where permitted by law, have the right to print, publish, broadcast, distribute and use, in perpetuity, worldwide, and without limitation, your name on a private website operated by Sponsor without any further notice, review, consent, compensation, or remuneration.

10. Terms & Conditions: In its sole discretion, the Sponsor reserves the right to modify, suspend, cancel, or terminate the Sweepstakes should non-authorized human intervention, a bug or virus, fraud, or other causes beyond the Sponsor's control, impact or corrupt the security, fairness, proper conduct, or administration of the Sweepstakes. The Sponsor, in the event of any of the above issues, may determine the Winner based on all eligible entries received prior to the entry deadline. Individuals who tamper with or attempt to tamper with the operation or entry process of the Sweepstakes or website or violate these Terms & Conditions will be disqualified by the Sponsor in its sole discretion. In its sole discretion, the Sponsor has the right to maintain the integrity of the Sweepstakes by voiding entries for any reason. Attempts by any entrant to deliberately damage any website or undermine the legitimate operation of

the Sweepstakes may be a violation of criminal and civil laws. If any such attempt is made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law.

11. Limitation of Liability: Your entry into this Sweepstakes constitutes Your agreement to release and hold harmless the Sponsor and its subsidiaries, representatives, affiliates, partners, advertising and promotion agencies, successors, agents, assigns, directors, employees, and officers against and from any and all claims, liability, illness, injury, death, litigation, loss, or damages that may occur, directly or indirectly from participation in the Sweepstakes and/or 1) Winner accepting, possessing, using, or misusing of any awarded prize or any portion thereof; 2) any type of technical failure; 3) the unavailability or inaccessibility of any transmissions, phone, or Internet service; 4) unauthorized intervention in any part of the entry process or the promotion; 5) electronic error or human error in the administration or the processing of entries.

12. Disputes: THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE DISTRICT OF COLUMBIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. The Entrant agrees, as a condition of participating in this promotion, that if any disputes cannot be resolved between the Entrant and the Sponsor, and if causes of action arise out of or are connected with this Sweepstakes, they shall be individually resolved exclusively before a court located in Washington, D.C. having jurisdiction, without resorting to any form of class action. Under no circumstances in any such dispute shall the participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses. The participant waives all rights to have damages multiplied or increased.

13. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy found on Sponsor's website at <https://www.aba.com/privacy-policy>.

14. Winners List: The names of the Winners will be posted on Sponsor's website at <https://www.aba.com/advocacy/community-programs/safe-banking-for-seniors/safe-banking-for-seniors-winners-2024> (which will be live on November 17, 2023). You may obtain a copy of the Winners' names or a copy of these Official Rules by sending your request via mail with a stamped, self-addressed envelope to American Bankers Association, Attn: Melissa Murray, 1333 New Hampshire Avenue, NW, Washington, DC 20036. Requests must be postmarked no later than 11:59 p.m. Eastern Standard Time on December 31, 2023.

15. Association or Endorsement: The Sweepstakes hosted by Sponsor is in no way sponsored by, endorsed by, administered by, or associated with any social media website, social media platform, electronic mail platform, or any other platform/website where information about the Sweepstakes may be communicated to potential Entrants and the public at large.

16. Participation: By participating in the Sweepstakes, You, the Entrant, hereby state that You have affirmatively reviewed, accepted, and agreed to all of the Official Rules.