

Revised November 2021
ABA UNDER 40 IN WEALTH MANAGEMENT CONTEST
OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE ODDS OF WINNING. VOID WHERE PROHIBITED.

SPONSOR: American Bankers Association (“ABA” or “Sponsor”)

ELIGIBILITY. The ABA Under 40 in Wealth Management Contest (“Contest”) is open to those who are: (1) legal residents of the fifty (50) United States and the District of Columbia who live in the United States or the District of Columbia; (2) age forty (40) or under as of November 1, 2021; (3) employed by entities that are, as of July 15, 2021 and currently, either a bank member or associate member of Sponsor; (4) employed in a job role in the wealth management or fiduciary fields; AND (5) committed to the highest standards of achievement at work and in their communities. Employees and their immediate family and household members (whether or not related) of Sponsor and any of its parent companies, affiliates, subsidiaries, independent contractors, officers, directors, advertising and promotion agencies, and all other entities or individuals associated with the development, administration, or fulfillment of this Contest (collectively, the “Contest Entities”) are not eligible to participate in this Contest. Only individuals meeting all eligibility requirements set forth in these Official Rules may participate in the Contest or win a prize. All applicable federal, state, and local laws and regulations apply.

CONTEST PERIOD. Contest begins at 8:00:00 AM Eastern Time (“ET”) on July 15, 2021 and ends at 5:00:00 PM ET on September 15, 2021 (“Contest Period”). Sponsor’s clock is the official timekeeper for this Contest.

HOW TO ENTER. All entries must be received in the manner described in these Official Rules during the Contest Period to be eligible for prizes. To enter, submit via www.aba.com/40under40 (“Contest Website”) the following for either yourself or your nominee (in accordance with the “Entry/Submission Requirements” section below): (1) the completed application, which includes your (and if nominating someone, your nominee’s) name, company/employer, telephone number, and email address; (2) your/your nominee’s current resume/CV (no more than two (2) pages); (3) your/your nominee’s biography (no more than five hundred (500) words); (4) one (1) letter of recommendation (which must include the recommender’s name, affiliation, email address, and direct telephone number); (5) your/your nominee’s professional social media links; e.g., LinkedIn; (6) your/your nominee’s supervisor’s name, email address, and direct telephone number; and (7) answers to the following questions on behalf of yourself or your nominee (if nominating someone, references to “you” in the following sentences refer to your nominee): (a) Provide at least one (1) example of how you have contributed to your current company or organization’s growth, innovation, or profitability over the past twelve (12) months; (b) What specific career achievements makes you most proud (*provide examples of when your own effort or a decision you made positively impacted you professionally in the wealth management space*)? (c) Do you currently belong to any trade or professional organizations? Please indicate all and include position (member, treasurer, board director, etc.) and any specific impact that you have had with the organization; and (d) Write a letter to yourself one year in the future to discuss all of the accomplishments, insights and benefits that you hope to have gained and achieved as a member of the 2022 ABA Under 40 in Wealth Management class.

Prior to entering the Contest, participants (if entering for himself/herself) must acknowledge that they agree: (1) to their entry in the Contest, and (2) that the Contest Entities shall have a license (discussed further in the “Use of Submissions and Participant Information” section below) in and to their entry (including all material embodied therein) immediately upon submission.

Prior to nominating someone for the Contest, nominators must acknowledge that they agree: (1) to their participation in the contest via nominating someone, and (2) that the Contest Entities shall have a license (discussed further in the “Use of Submissions and Participant Information” section below) in and to the information provided in their entry (including all material embodied therein) immediately upon submission.

Prior to winning a prize, participants who are nominated must acknowledge that they agree: (1) to their entry in the Contest via nomination, and (2) that the Contest Entities shall have a license (discussed further in the “Use of Submissions and Participant Information” section below) in and to their information submitted in connection with their entry.

ENTRY/SUBMISSION REQUIREMENTS: Limit one (1) entry per person via self-nomination during the Contest Period. Submission of multiple entries by the same participant for himself/herself will result in ineligibility with respect to all entries by that participant. Those making nominations may nominate more than one (1) person.

Entries must be: (1) in English; (2) the entrant’s original work; and (3) contain only text (no photos, video, or audio). Additionally, answers to each question in (7)(a)-(d) above may not exceed 1,250 words.

Entries must not, as determined in Sponsor’s sole and absolute discretion: (1) infringe upon any rights of any third party including, without limitation, copyright, trademark, and rights of publicity and/or privacy; (2) copy, incorporate, or include audio, music, or video from any source, including but not limited to movies, commercials, radio, television, or the Internet; (3) be or contain any content that is or may be perceived as violent, immoral, defamatory, derogatory, offensive, illegal, sexually suggestive, obscene, or similarly inappropriate, or that represents Contest Entities in a negative way or in any manner not consistent with their brands and/or reputations; (4) contain, include, or encourage activities that are dangerous, unsafe, or present unreasonable risk of harm to person or property; (5) suggest or imply to any person to undertake any dangerous, unsafe, or unduly risky activity; (6) contain any mention, discussion, logo, trademark, service mark, storefront, trade dress, mascot, photograph, or other image or intellectual property of any business or company without that entity’s prior written consent; and (7) contain any names or private and/or sensitive information about the participant, nominee, or anyone else. Such inappropriate submissions are strictly prohibited, and any submission in violation of the above requirements and restrictions, as determined in Sponsor’s sole and absolute discretion, shall be deemed void.

Contest Entities have a license (as discussed in the “Use of Submissions and Participant Information” section below) in and to the submission.

By submitting a submission in the Contest, each participant/nominating person represents and warrants that the above requirements have been met. Failure to satisfy these requirements, as determined in Sponsor’s sole and absolute discretion, may result in ineligibility with respect to all submissions submitted by or on behalf of that participant/nominating person.

Use of Submissions and Participant/Nominee/Nominator Information. By entering this Contest, each participant and nominator, as a condition of participation in the Contest: (a) grants a royalty-free, perpetual, and irrevocable worldwide license, regardless of subsequent assignment or ownership change, exclusive to Contest Entities to use, edit, alter, adapt, modify, copy, reproduce, publish, display, distribute, transform, create derivative works from, and otherwise show and use (unless prohibited by applicable law) the submission (including all material embodied therein), in any way or in any media or form, now or hereafter known or developed, in whole or in part, for trade, advertising, promotional, marketing, commercial, trade, or other purposes as Contest Entities determine, in their sole and absolute discretion. Participants, nominees, and nominators shall not have a right of notice, review, or approval of any such use of the submission and/or participant’s/nominee’s/nominator’s name. Each participant, nominee, and nominator: (a) upon request by Contest Entities or their agents or representatives, shall sign any documents for such purpose; and (b) acknowledges and agrees that the submission (or any part thereof) and/or the participant’s, nominee’s, and/or nominator’s name may be used in whole or in part, alone or in combination with other works, and that the submission may be changed, altered, edited, modified, or used in any other manner, as solely determined by Contest Entities.

JUDGING CRITERIA AND SELECTION OF WINNERS. Between approximately September 15, 2021-October 22, 2021, all entries shall be judged by a panel of judges (consisting of external bankers (who do not have an entrant/nominee from their institution) and Sponsor’s staff) based on the following point scale (100 points total): (1) grammar/spelling- 10 points; (2) submitted biography and resume/CV- 5 points; (3) submitted letter of recommendation- 5 points; (4) academic training- 2 points for Bachelor’s Degree, 2 points per relevant certification, 4 points for Master’s Degree, 6 points for J.D. or Ph.D.- up to a total of 8 points; (5) answer to question (7)(a) in the

“How to Enter” section above- 20 points; (6) answer to question (7)(b) in the “How to Enter” section above- 20 points; (7) answer to question (7)(c) in the “How to Enter” section above- 1 point for being a member of a relevant trade or professional organization, 2 points for leadership position held in relevant trade or professional organization- up to a total of 12 points; and (8) answer to question (7)(d) in the “How to Enter” section above- 20 points.

Judging shall consist of two (2) tiers of judges. Tier 1 consists of external bankers, who shall review all applications. The number of judges in Tier 1 is dependent upon the total number of submissions. Tier 2 shall consist of Sponsor’s staff, who shall review the top fifty (50) applications (as determined during Tier 1) to select up to 40.

All judges shall complete a conflict of interest disclosure stating that they have not nominated anyone and do not know any of the applicants.

In the event of a tie, entrants with higher point totals in the following categories shall be declared the winner(s) (in this specific order): (1) answer to Question (a) in the “How to Enter” section above; (2) answer to Question (b) in the “How to Enter” section above; (3) answer to Question (d) in the “How to Enter” section above; (4) answer to Question (e) in the “How to Enter” section above; and (5) answer to Question (c) in the “How to Enter” section above. If there is still a tie, both or all of the tied entrants shall be declared winners.

To be selected as a potential winner, an entrant/nominee must have a minimum of seventy-five (75) points. If there are less than forty (40) entries/nominees, potential winners must have a minimum of seventy-five (75) points.

ANNOUNCEMENT OF WINNERS. Potential winners will be announced on or around November 1, 2021. Potential winners do not have to be present at the winners’ selection and/or announcement to win.

PRIZES. Up to forty (40) total winners shall be selected, and each winner shall be recognized with a plaque at the 2021 Wealth Management and Trust Conference (scheduled for February 13-15, 2022 at the Omni Nashville Hotel in Nashville, TN) (“Conference”). Additionally, each winner shall receive a one-time fifty percent (50%) discount on the Early Bird member registration price to the Conference (individually, a “Prize” and collectively, “Prizes”). Approximate retail value (“ARV”) of each prize: \$695. Total ARV of all Prizes: \$27,800.

Prize may not be sold, auctioned, offered for sale, assigned, transferred, offered for transfer, photocopied, duplicated, or redeemed or exchanged for cash, merchandise, or services, except by Sponsor, in its sole and absolute discretion, who reserves the right to substitute Prize with a prize of comparable or greater value if Prize becomes unavailable. Each winner is solely responsible for all other expenses associated with the Prize, including but not limited to transportation and taxes.

HOW TO CLAIM PRIZES. On or about November 1, 2021, Sponsor or its designee will attempt to notify via email each potential winner. Additionally, each winner’s current employer will be notified via the information provided in the entry. If a potential winner does not respond to the contact attempt within five (5) business days, or if a potential winner declines a Prize, Sponsor will select another potential winner, at and in a manner to be determined in Sponsor’s sole and absolute discretion. Each Winner must confirm his/her eligibility. To accept and receive a Prize, each potential winner must: (1) reply to Sponsor’s notification email, copying his/her supervisor; (2) submit a headshot to Sponsor or its designee; and (3) complete, sign, and return an Affidavit of Eligibility (“Affidavit”) and, where lawful, Liability/Publicity Release (“Release”) (collectively, “Affidavit and Release”) by November 30, 2021. If the indicated forms are not signed and returned by the time indicated on the documents, or if a potential winner does not meet the eligibility criteria, or is otherwise unwilling or unable to comply with these Official Rules, or cannot be contacted by November 30, 2021, an alternate potential winner may be selected at and in a manner to be determined in Sponsor’s sole and absolute discretion.

ODDS. Odds of winning a Prize depend on the number of eligible entries received.

PUBLICITY. Unless prohibited by law, and in conjunction with the “Use of Submissions and Participant Information” section above, participation in the Contest and/or acceptance of a Prize constitutes each entrant’s/Winner’s consent for Contest Entities and their designees to use each entrant’s/Winner’s name, employer, hometown, state of residence, headshot, photograph, image, likeness, and/or statement for Contest or promotional

purposes in any manner and in any medium now known or later developed, worldwide in perpetuity, without further notice, review, approval, compensation, or remuneration.

PRIVACY. Sponsor may collect personal data from entrants when they enter this Contest, and this information may be used for the purposes of administering the Contest, publicizing the Contest, and other promotional purposes that benefit Sponsor.

GENERAL CONDITIONS. Contest Entities and Releasees (as defined below) shall not be responsible for non-conforming, lost, late, incomplete, inaccurate, delayed, undelivered, misdirected, or illegible entries (or any component thereof) or for inaccurate entry information, whether caused by Sponsor or participant or by any computer, technical, or human error or malfunction that may occur in the processing or judging of entries, the administration of this Contest, or in the announcement of prizes. Incomplete and/or duplicate entries are not permitted and will be deemed void. The use of any device to automate the entry process is absolutely prohibited, and any such entries shall be void. Sponsor reserves the right, in its sole and absolute discretion, to void suspect entries or to modify, cancel, terminate, or suspend the Contest should a virus, bug, or other cause corrupt or impair the administration, security, or integrity of the Contest.

By participating in this Contest, each entrant agrees to be bound by these Official Rules and the decisions or interpretation of Sponsor regarding the Official Rules, which are final and legally binding in all respects. In the event that a Prize cannot be awarded for any reason or a Winner is not capable of redeeming a Prize for any reason, Sponsor shall not be obligated to award any Prize, and Sponsor reserves the right, in its sole and absolute discretion, whether or not to substitute a Prize (or portion of a Prize) with a prize of comparable or greater value or cash value. If, for any reason, more than the stated number of Prizes are available and/or claimed, Sponsor reserves the right to award the Prizes in such category by random drawing from among eligible Prize claimants in such Prize category or in a manner to be determined by Sponsor in its sole and absolute discretion. Non-compliance with these Official Rules may result in disqualification. An individual is not a Winner until s/he has fully complied with these Official Rules. No transfer, assignment, or substitution of a Prize is permitted. Prizes are not exchangeable for cash, merchandise, or services.

GENERAL RELEASE AND WAIVER OF CLAIMS. By entering the Contest and/or accepting a Prize, each entrant (for himself/herself and his/her heirs) hereby releases Contest Entities and all of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, and all of their respective directors, officers, governors, employees, shareholders, and agents (collectively, the “Releasees”) from any and all liability, loss, harm, damage, cost, expense, or claims including, but not limited to, third party claims based on: (a) publicity and/or privacy rights, defamation, and intellectual property associated with the entrant or Winner’s participation in the Contest, redemption of any Prize in connection with the Contest, and/or use or misuse of any Prize in connection with the Contest, including, but not limited to, all reasonable counsel fees and court costs incurred, property damage, personal injury, and/or death; (b) anything related to the production, promotion, or execution of the Contest (or participation therein), including preemption, cancellation, or rescheduling; and (c) anything that may occur in connection with acceptance and/or use of the Prizes or while participating in the Contest, even if caused or contributed to by the negligence of Releasees.

LIMITATIONS OF LIABILITY. Neither Sponsor nor any other Releasee shall be responsible for lost, late, incomplete, stolen, misdirected, illegible, or incomplete entries. Neither Sponsor nor any other Releasee shall be responsible for any incorrect or inaccurate information, whether caused by Sponsor, Releasees, entrants, tampering, or by any of the equipment or programming associated with or utilized in the Contest, and neither Sponsor nor any Releasee shall assume responsibility for any error, omission, defect, theft, destruction, or unauthorized access to the materials related to the Contest. Sponsor reserves the right, in its sole and absolute discretion, to disqualify any individual found to be tampering with the entry process or the operation of the Contest; to be acting in violation of these Official Rules; or to be acting in a non-sportsmanlike or disruptive manner, or with intent or apparent intent to annoy, abuse, threaten, embarrass, harm, or harass, in any way, any other person. If for any reason the Contest is not capable of running as planned by reason of, but not limited to, business or market circumstances, force majeure, public health concerns, tampering, unauthorized intervention, actions by entrants, fraud, or any other causes which, Sponsor in its sole and absolute discretion, deems could corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, or the Contest is otherwise not capable of running as planned, Sponsor reserves the right, in its sole and absolute discretion, to cancel, terminate, modify, or suspend the Contest. If such malfunction, error, disruption, or damage occurs, and it impairs the administration, security, fairness, integrity, or proper play of

the Contest, Sponsor may, in its sole and absolute discretion, suspend or terminate the Contest or any portion thereof by posting a notice on the Contest Website. If the Contest or any portion of the Contest is terminated before the end of the Contest Period, Sponsor will select Winners or the remaining Winners from all eligible entries received as of the termination date of the Contest. IN NO EVENT WILL SPONSOR OR ANY RELEASEE BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, CLAIMS, ACTIONS, DAMAGES, LOSSES, OR LIABILITY OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES RESULTING FROM OR ARISING FROM PARTICIPATION IN, OR THE PRODUCTION, PROMOTION, OR ADMINISTRATION OF, THE CONTEST, OR ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF A PRIZE THAT MAY BE AWARDED. WITHOUT LIMITING THE FOREGOING, ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS. ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD ANY SUCH ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

AGREEMENT TO OFFICIAL RULES. By participating in the Contest, each participant fully and unconditionally agrees to and accepts these Official Rules and the decisions of Sponsor, which are final and binding in all matters relating to the Contest. By participating in the Contest, each participant waives any right to claim ambiguity in these Official Rules. In the event of any inconsistency with any other materials, these Official Rules shall govern.

NON-WAIVER. The failure or delay by Sponsor in enforcing any particular clause, provision, or aspect of these Official Rules shall not impact the validity, enforceability, or effect of any other clause, provision, or aspect of these Official Rules.

VENUE AND APPLICABLE LAW. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of each participant, and/or Sponsor or Released Parties in connection with the Contest, shall be exclusively governed by, and construed in accordance with, the laws of the District of Columbia without regard to conflicts of law/choice of law doctrine of the District of Columbia or any other jurisdiction, and all proceedings regarding same shall take place exclusively in federal court located in the District of Columbia. Each Participant agrees to the jurisdiction of such court and waives any right to change of venue or any like right.

OFFICIAL RULES AND WINNERS' LIST. Official Rules for this Contest may be obtained by visiting the Contest Website during the Contest Period. A list of winners will be posted on the Contest Website upon notification and confirmation of winners. Winners' List will include each Winner's first name, last name, employer name, city, and state.

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