

## ABA EMERGING LEADERS 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")

1. **ELIGIBILITY.** The ABA Emerging Leaders 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) employed by a bank that is eligible for ABA Bank Membership as of March 1, 2024; (3) employed for a minimum of twelve (12) months by current employer as of October 1, 2024; (4) employed in any job role for a bank and still employed as of July 1, 2024; AND (5) committed to the highest standards of leadership at work and in their communities. Eligible Bank Members of Sponsor are defined by Sponsor's bylaws as follows: are any national bank, state bank, savings bank, savings and loan, trust company, private bank, banking firm, all situated within the United States and its dependencies and any entity that has filed an application for Federal Deposit Insurance Corporation insurance of accounts. ABA Associate Members are not eligible to participate. 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 March 1, 2024 and ends at 5:00:00 PM ET on July 1, 2024 ("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, you ("Contest Entrant") must submit, via www.aba.com/EmergingLeaderAwards ("Contest Website") the following: (in accordance with the "Entry/Submission Requirements" section below): (1) the completed application, which includes your name, company/employer, telephone number, and email address; (2) your current resume/CV (no more than two (2) pages); (3) your biography (no more than five hundred fifty (550) words); (4) one (1) letter of professional recommendation (which must include the recommender's name, affiliation, email address, and direct telephone number); (5) your professional social media account links; e.g., LinkedIn® (optional) and listing of leadership roles in any banking, trade or professional organizations (please include position (i.e. member, treasurer, board director, etc.); (6) your supervisor's name, email address, and direct telephone number; and (7) answers to the following questions on behalf of yourself: (a) How do you define a leader? Please share an example of a time when you personified these leadership traits to enhance your current company's growth, innovation, or profitability.; (b) What is the biggest challenge you've had to overcome thus far in your professional career? What did you learn in the process?; (c) In what ways have you demonstrated leadership within your community, either through personal or bank-related activities? (Be specific; this includes financial literacy efforts, mentoring, or other examples of community service.); and (d) Why are you passionate about banking, and what are you doing to advocate for the future of banking?

Prior to entering the Contest and being eligible for a prize, Contest Entrants must acknowledge: (1) their agreement to adhere to these Official Rules of the Contest, and (2) that the Contest Entities shall have a license (discussed further in the "Use of Submissions and Contest Entrant Information" section below) in and to their entry (including all material embodied therein) immediately upon submission. Similarly, prior to nominating someone for the Contest, nominators must acknowledge: (1) their agreement to adhere to these Official Rules of the Contest via nominating another individual, and (2) that the Contest Entities shall have a license (discussed further in the "Use of Submissions and Contest Entrant Information" section below) in and to the information provided in any submission (including all material embodied therein) immediately upon submission.

ENTRY/SUBMISSION REQUIREMENTS: Limit one (1) entry per Contest Entrant via self-nomination during the Contest Period. Submission of multiple entries by the same Contest Entrant for himself/herself will result in ineligibility with respect to all entries by that Contest Entrant.

Entries must be: (1) in English; (2) the Contest 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 550 words each.

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 Contest Entrant, 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 Contest Entrant Information" section below) in and to the submission.

By submitting a submission in the Contest, each Contest Entrant 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 Contest Entrant.

Use of Submissions and Contest Entrant/Nominee/Nominator Information. By entering this Contest, each Contest Entrant 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. Contest Entrants, nominees, and nominators shall not have a right of notice, review, or approval of any such use of the submission and/or Contest Entrant's/nominee's/nominator's name. Each Contest Entrant, 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 Contest Entrant'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 July 1, 2024 – August 16, 2024, all entries shall be judged by a panel of judges (consisting of industry leaders (who do not have an entrant/nominee from their institution) and Sponsor's staff) based on the following point scale (entry can receive 100 points total maximum): (i) Quality of Answers to Questions 1-4 (17 points maximum for each question); (ii) Quality of Letter of Recommendation (17 points maximum); (iii) Academic Training (3 points maximum); (iv) Tenure and Commitment to Banking (3 points maximum); (v) Leadership Positions at Relevant Trades or Banking Organizations (5 points maximum); and (vi) Grammar and Overall Quality of Entry (4 points maximum) To be selected as a potential winner, a Contest Entrant/nominee must have a minimum of fifty-five (55) points.

Judging shall consist of two (2) tiers of judges. Tier 1 consists of Sponsor's staff, 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 industry leaders, who shall review the top twenty (20) applications (as determined by the Tier 1 judges) to select up to 12 winners, with the exact number of winners selected at Sponsor's sole discretion based on the judging criteria.

A conflict of interest may be defined as an interest (direct or indirect) between people that might affect, or might reasonably be thought by others to affect, the judging and/or outcome of the Contest. ABA will take all practical and necessary steps to mitigate any identified conflicts and ensure a fair competition. To that end, all judges shall complete a conflict-of-interest disclosure form supplied by Sponsor, verifying that (i) they have not nominated anyone for the Contest and (ii) do not know any of the Contest Entrants. The completed conflict-of-interest disclosure forms will be maintained by ABA for one (1) calendar year and may be viewed by Contest Entrants upon written request to ABA.

In the event of a tie, Contest Entrants with higher point totals in the following categories shall be declared the winner(s) (in this specific order until the tie is broken): (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.

**ANNOUNCEMENT OF WINNERS.** Potential winners will be announced on or around October 28, 2024 during the ABA Annual Convention. Potential winners do not have to be present at the winners' selection and/or announcement to win.

**PRIZES.** Up to Twelve (12) total winners shall be selected, and each winner shall be recognized with a plaque at the 2024 ABA Annual Convention (scheduled for October 27-29, 2024 at the New York Hilton Midtown) ("<u>Conference</u>"). Additionally, each winner shall receive one (1) complimentary Banker Level conference registration to the Conference for use by the winner and one (1) complimentary Spouse/Guest Level conference registration (individually, a "<u>Prize</u>" and collectively, "<u>Prizes</u>"). Approximate retail value ("<u>ARV</u>") of each prize: \$2,290. Total ARV of all Prizes: \$27,480.00.

In addition to the prizes, each selected winner shall receive a reimbursement of awardee's reasonable travel expenses in an amount not to exceed one thousand five hundred U.S. Dollars (\$1,500) so long as Sponsor's corporate travel policies for reimbursement are followed and timely submitted. IRS regulations require documentary evidence such as a receipt or paid bill for expenses of \$50 or more. Accordingly, requests for reimbursement for expenses of \$25 or more must be accompanied by a detailed receipt which shows the date, name of vendor, vendor's location, and separate amounts for each item or service purchased. For travel expenses, airline or railroad tickets showing actual costs, itinerary and fare basis are required to substantiate reimbursement. A reimbursement cannot be made for any expenses incurred by a spouse or expenses of a personal nature. Individuals traveling at Sponsor's expense are expected to pay their own bills and to claim reimbursement for such expenses. The completed expense form **must be** forwarded to ABA staff representative Caitlin Taylor by November 29, 2024 so that prompt reimbursement can be made. Reimbursement will be denied for any expense forms submitted or forwarded to ABA after November 29, 2024.

Air reimbursement will be made for the actual cost of travel on Sponsor business and may not exceed the cost of the direct route, coach class. The use of **non-refundable**, discounted or other economical fares is encouraged. Rail reimbursement will be made for the actual cost of direct transportation by rail plus the cost of roomette accommodations will be reimbursed. Auto mileage reimbursement for use of personal vehicle will be at the rate of 5.67 cents per mile plus tolls. Reimbursement shall not exceed the cost of the most economical air transportation. Hotel reimbursement will be made for room charges, including taxes and the cost of meals. Reasonable expense for meals, when not offered by Sponsor as part of a function, including necessary meals en route when traveling by automobile or rail, will be reimbursed. Requests for reimbursement must follow the requirements laid out in the above paragraph or such requests will be denied by ABA.

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 August 23, 2024, 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 September 9, 2024. 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 September 6, 2024, 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 Contest Entrant Information" section above, participation in the Contest and/or acceptance of a Prize constitutes each Contest Entrant's/Winner's consent for Contest Entities and their designees to use each Contest 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. All data collected and stored by Sponsor will be in accordance with Sponsor's Privacy Policy, which can be found at <a href="https://www.aba.com/privacy-policy">https://www.aba.com/privacy-policy</a>.

**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 Contest Entrant 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 or software 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 Contest 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 any 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 **Contest 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 Contest 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, Contest 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 CONTEST ENTRANT 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 **Contest Entrant** 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 **Contest Entrant** 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 Contest Entrant, 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 Contest Entrant 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' List will include each Winner's first name, last name, employer name, city, and state.

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