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## ABA FOUNDATION GET SMART ABOUT CREDIT SURVEY SWEEPSTAKES 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.**

**ELIGIBILITY.** The ABA Foundation Survey Sweepstakes (“Sweepstakes”) is open and offered to bankers and financial educators who are legal residents of the United States and the District of Columbia (excluding Puerto Rico and other U.S. territories and foreign territories) currently residing in the United States and the District of Columbia and are 18 years of age or older as of September 21, 2018. Employees, officers, directors, and representatives of The American Bankers Association Foundation (“Sponsor”), and its parents, subsidiaries, affiliates, independent contractors, officers, directors, advertising and promotion agencies, and all other entities or individuals involved in or associated with the development, administration, or fulfillment of this Sweepstakes (collectively, the “Sweepstakes Entities”), as well as the immediate family (spouse, parents, siblings, children, step-parents, step-siblings, and step-children, regardless of where they live) and same household members of each such employee, officer, director, or representative (whether or not related) are not eligible to participate in the Sweepstakes. All federal, state, and local laws and regulations apply.

**SWEEPSTAKES PERIOD.** The Sweepstakes begins at 8:00:00 a.m. Eastern Time (“ET”) on September 24, 2018 and ends at 11:59:59 p.m. ET on November 26, 2018 (“Sweepstakes Period”). Sponsor’s clock is the official timekeeper for this Sweepstakes.

**HOW TO PARTICIPATE.** Sponsor or its designated representative(s) will send an email to bankers who are registered to participate in Sponsor’s “Get Smart About Credit” program, and this email will contain a link to a survey. Such bankers may share the survey link with colleagues who also give financial education presentations as well as educators who teach financial responsibility. Completion of the survey is optional to be entered in the Sweepstakes; however, before being officially entered in the Sweepstakes, each entrant must acknowledge that s/he has read and agrees to these Official Rules, s/he is at least 18 years old, and s/he is not affiliated with Sweepstakes Entities pursuant to the “Eligibility” section above.

**PRIZES.** Fifty (50) Prizes: Each prize is one (1) fifty-dollar (\$50) gift card for Amazon.com. (Approximate Retail Value (“ARV”) of each Prize is \$50.00; total ARV of all prizes is \$2,500.00. Prize has no cash value and may not be sold, 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 an item or items of comparable or greater value if gift card becomes unavailable for any reason. Each winner is solely responsible for any applicable taxes and unspecified expenses associated with a Prize.

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

**HOW TO CLAIM PRIZES.** Sponsor will attempt to notify each potential winner of his/her winning status via the telephone number(s) and/or email address provided by potential winner to Sponsor during his/her survey completion and/or registration process. If a potential winner does not meet eligibility criteria or is otherwise

unwilling or unable to comply with these Official Rules, or cannot be contacted by December 9, 2018, an alternate winner may be selected in Sponsor's sole discretion.

**GENERAL CONDITIONS.** By participating in this Sweepstakes, 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 by random drawing from among eligible Prize claimants 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 he/she has fully complied with these Official Rules. No transfer, assignment, or substitution of a Prize is permitted. Prizes are not exchangeable for merchandise or services. This Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with Amazon.com or any other website or entity that is not a Sweepstakes Entity.

**GENERAL RELEASE AND WAIVER OF CLAIMS.** By entering the Sweepstakes and/or accepting a Prize, each entrant (for himself/herself and his/her heirs) hereby releases Sweepstakes 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 Sweepstakes, redemption of any Prize in connection with the Sweepstakes, and/or use or misuse of any Prize in connection with the Sweepstakes, 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 Sweepstakes (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 Sweepstakes, even if caused or contributed to by the negligence of Releasees.

**AGREEMENT TO OFFICIAL RULES.** By participating in the Sweepstakes, 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 Sweepstakes. By participating in the Sweepstakes, each participant waives any right to claim ambiguity in these Official Rules.

**LIMITATION OF LIABILITY.** Neither Sponsor nor any Releasee shall be responsible for lost, late, incomplete, stolen, misdirected, illegible, or incomplete entries. Neither Sponsor nor any 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 Sweepstakes, 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 Sweepstakes. Sponsor reserves the right, in its sole and absolute discretion, to disqualify any individual found to be tampering with the entry process, the survey process, or the operation of the Sweepstakes; 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 Sweepstakes 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 Sweepstakes, or the Sweepstakes 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 Sweepstakes. If such malfunction, error, disruption, or damage occurs, and it impairs the administration, security, fairness, integrity, or proper play of the Sweepstakes, Sponsor may, in its sole and absolute discretion, suspend or terminate the Sweepstakes or any portion thereof by posting a notice on its website. If the Sweepstakes or any portion of the

Sweepstakes is terminated before the end of the Sweepstakes Period, Sponsor will select Winners or the remaining Winners from all eligible entries received as of the termination date of the Sweepstakes. 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 SWEEPSTAKES, 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 SWEEPSTAKES 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.

**CHOICE OF LAW.** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of participant and/or Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Georgia without regard to conflicts of law/choice of law doctrine of Georgia or any other jurisdiction, and all proceedings shall take place in the United States District Court for the Northern District of Georgia, or Georgia State Court located in Atlanta, Georgia. Participants agree to the jurisdiction of such courts and waive any right to change of venue or any like right.

**OFFICIAL RULES.** Official Rules for this Sweepstakes may be obtained by visiting [www.aba.com/GetSmart](http://www.aba.com/GetSmart) ("Sweepstakes Website") during the Sweepstakes Period.

**WINNERS' LIST.** A list of Winners will be posted on the Sweepstakes Website upon notification and confirmation of winners. Winners' List will include each Winner's first name, last initial, city, and state.

**SPONSOR.** The American Bankers Association Foundation

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