The Season of Giving and Receiving Sweep stakes ("Sweepstakes") 2018 OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS.

- 1. ELIGIBILITY REQUIREMENTS: Open to legal residents of the 50 United States and the District of Columbia including the territories of Guam and Saipan who are 18 years of age or older. The following are not eligible to enter or win a prize: employees, contractors, directors and officers of Fiserv Solutions. LLC (the "Sponsor"), its parent, subsidiaries and affiliated companies, employees of participating Financial Institutions as listed in section 3, distributors, web design, advertising, fulfillment, legal, judging and sweepstakes agencies involved in the administration, development, fulfillment and execution of this Sweepstakes (collectively, "Sweepstakes Parties"), and the immediate family members of each (spouse, parent, child, sibling, grandparent, and spouse or "step" of each) and those living in their same households (those persons whether related or not who live in the same residence for at least three months during the twelve-month period preceding the start date of the Sweepstakes). Void where prohibited.
- 2. SWEEPSTAKES PERIOD: Sweepstakes begins at 12:00:01 a.m. Eastern Time ("ET") on October 15, 2018 and ends at 11:59:59 p.m. ET on December 31, 2018 (the "Sweepstakes Period").
- 3. TO ENTER: There are two (2) methods of entry into the Sweepstakes.

<u>First Entry Method - Online:</u> Accountholders in good standing (not in default under their agreement as of October 14, 2018) at a participating Financial Institution ("FI") (as defined below) will receive one (1) entry into the Sweepstakes for each one (1) of the following actions made during the Sweepstakes Period (each a "Qualifying Transaction").

Online Bill Pay (see below for further details):

- 1. Add a new payee and pay them
- 2. Set up a new Bill Pay auto payment
- 3. Set up a new auto payment for eBill (setting up a bill to automatically pay)
- 4. Activate a new eBill (setting up a bill to be part of the eBill system)

Popmoney®:

- 1. Send money with Popmoney to a new payee (details below)
- 2. Enter a new request for payment via Popmoney

Transfer Now:

- 1. Set up a new TransferNow external account
- 2. Move a new external qualifying transfer using TransferNow (details below)

Zelle[®]:

- 1. Send a qualifying Zelle payment (details below) with Zelle to a new payee
- 2. Enter a new request for payment via Zelle

<u>Details on Qualifying Transactions:</u> All Qualifying Transactions must be completed during the Sweepstakes Period. Qualifying *Zelle* Payments must be at least \$5 and paid to a third-party

with a different mailing address from the primary online banking account holder from which the payment is made. Qualifying Popmoney payments must be at least \$5 and paid to another party with a different mailing address from the primary online banking account holder. Qualifying TransferNow transfers must be at least \$25 moved to or from an external account into a qualified account at the FI, and new registration qualifiers must complete the add-and-verify account process. Qualifying Bill Pay transactions must be at least \$10 and must be sent to a unique party with a different mailing address from the Bill Pay subscriber; payments to oneself are excluded. A qualifying subscriber is a subscriber who is completing a qualifying transaction for the first time or who has not used the associated service during the previous 60 days. All entrants must be the primary accountholder of the Financial Institution account associated with the action used to enter. In the event of a dispute as to who submitted an entry, the natural person associated with the email account used for entry will be considered the entrant, but only if that person is otherwise eligible to enter the Sweepstakes.

Automated means of entry are prohibited and any use of automated devices to enter or subvert the entry process will result in disqualification and all associated entries will be void.

"Participating Financial Institutions" are limited to the following: Bank of the West, Delta Community Credit Union, Apple Federal Credit Union, Tri Counties Bank, NYCB, Zions First National Bank, First Hawaiian Bank, Amegy Bank, California Bank & Trust, Brunswick State Bank, Citizens Bank, GEM FCU, Wauna Credit Union, Staley Credit Union, Mercy Health Partners Federal Credit Union, Canton Co-operative Bank, Fort Worth City Credit Union, Rivertrust Federal Credit Union, National Cooperative Bank, Citizens Bank of West Virginia, Neighbors Federal Credit Union, MSDFCU, First Minnetonka City Bank, Citizens National Bank, Wayne Bank and Trust Co., H & H FCU, The Equitable Bank, Westbury Bank, HAR-CO Credit Union, Security Savings Bank, Oak Bank Online, The Hicksville Bank, Federated Bank, Logansport Savings Bank, RELIABANK, South Shore Bank, Security State Bank, Conservation Employees Credit Union, TNConnect CU, Walled Lake School Employees Federal Credit Union, Community Bank and Trust, Franklin Savings Bank, First State Bank, First State Bank & Trust, Fairport Savings Bank, Cornhusker Bank, Commercial Savings Bank, Raccoon Valley Bank, Lincoln SDA Credit Union, Parkview Community Federal Credit Union, Nymeo Federal Credit Union, Flushing Bank, Bank of Holland, Raritan Bay Federal Credit Union, Fort Sill Federal Credit Union, Greater Nevada Credit Union, IBEW 26 FCU, SECNY FCU. Farmers National Bank, United Churches Credit Union, Wolf River Community Bank, Solvay Bank, The Farmers & Merchants Bank, McIntosh County Bank, First Nation Bank & Trust Co., Farmers Bank & Trust, Bank of the James, FreeStar Financial Credit Union, First Federal, American Bank of Beaver Dam, Carver Bank, Icon Credit Union, First Minnesota Bank, Home Federal Bank, FNB Community Bank, Union State Bank, Mauch Chunk Trust Company, Starion Bank, First American Bank, Superior Savings Bank, TBK Bank.

Second Entry Method - By Mail-In: To enter the Sweepstakes by mail, hand-print the following on a 3½" x 5" postcard: "The Season of Giving and Receiving Sweepstakes", your full name, full mailing address, day and evening phone numbers, email address (if any) and date of birth and mail it with proper postage to: "The Season of Giving and Receiving", P.O. Box 11593 South Bend IN 46634-0593. Limit one (1) entry per postage-stamped postcard. Mail-in entries must be handwritten and postmarked by January 2, 2019 and received by January 9, 2019. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. No mechanical reproductions will be accepted. Sponsor is not responsible for lost,

late, illegible, invalid, misdirected, mutilated, incomplete, or postage-due mail/entries, which will be disqualified. Mail-in entries become property of Sponsor and will not be returned.

By participating, entrants agree to Official Rules and the Sponsor's decisions, which are final and binding in all respects. Information collected online in connection with this Sweepstakes will be governed by Sponsor's Privacy Policy (available at https://www.fiserv.com/about/privacypolicy.aspx).

4. SWEEPSTAKES DRAWING AND ODDS OF WINNING: Prize winners will be selected in a random drawing from all eligible entries received on or about January 15, 2019, by a third-party promotion administrator, whose decisions shall be final and binding on all matters relating to the Sweepstakes. Odds of winning depend on the number of eligible entries received.

5. PRIZES:

Four (4) Grand Prizes: \$5,000 awarded in the form of a check made payable to each winner.

Total value of all Grand Prizes: \$20,000.

- 6. PRIZE RESTRICTIONS: Limit one (1) prize per person/household. Prizes are non-transferable and no prize substitution permitted. Winners are solely responsible for any taxes on the prize and will be issued an IRS Form 1099 for the Grand Prize value. As a condition of winning, the potential winner will be required to complete a W-9 Tax Form and will be required to furnish his/her social security number for the purpose of preparation of any tax forms as required by law. All costs and expenses associated with prize acceptance and use not specifically provided herein are the responsibility of the winner.
- 7. WINNER NOTIFICATIONS AND PRIZE CLAIMS: Winners are subject to verification, including verification of age. The potential Grand Prize winners will be required to complete, sign, and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release (granting the use of the winner's name, city/state, likeness, or photograph by Sponsor for advertising/publicity purposes, without further compensation) within seven (7) calendar days of attempted mail notification or prize may be forfeited and an alternate winner may be contacted. If winner is an eligible minor in his/her state of residence (18 in NE or AL), the prize will be awarded to the eligible minor's parent or legal guardian, who must sign and complete the Affidavit of Eligibility/Liability Release, and, where lawful the Publicity Release on the minor's behalf. Sponsor is not responsible for any change of mailing address, email address and/or telephone number of entrants. In the event of non-compliance with these Official Rules, or if a prize notification or prize is unclaimed or returned as undeliverable, the prize will be forfeited and an alternate winner may be contacted. Prizes may not be awarded if the prizes are not properly claimed. Prizes will be mailed within 6-8 weeks of verification.
- 8. GENERAL CONDITIONS: INTERNET CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING CRIMINAL PROSECUTION. If, for any reason, the Sweepstakes is not capable of running as planned for any reason, including without limitation, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or

any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right, at its sole discretion, to disqualify any individual who is responsible or who tampers with the entry process, and to cancel, modify or terminate the Sweepstakes. In the event of cancellation, Sponsor will award the prize in a drawing from among all eligible, non-suspect entries received prior to cancellation. In the event that an entry is confirmed to have been erroneously deleted, lost or destroyed, entrant's sole remedy shall be another entry into the Sweepstakes. This Sweepstakes is offered only in the United States, including the territories of Guam and Saipan, and is governed by the laws of the state of Wisconsin, and entrant consents to jurisdiction and venue in, and agrees that all claims and disputes must be resolved in, the federal or state courts in Waukesha County, Wisconsin.

- 9. LIMITATIONS OF LIABILITY AND RELEASE: No liability or responsibility is assumed by Sponsor or Sweepstakes Parties resulting from user's participation in or attempt to participate in the Sweepstakes. No responsibility or liability is assumed by the Sponsor or Sweepstakes Parties for technical problems or technical malfunction with respect to the processing of the entries or the operation of any website, including data loss and/or corruption, faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any email transmissions to be sent to or received; lost, late, delayed or intercepted email transmissions; inaccessibility of any website in whole or in part for any reason; traffic congestion on the Internet or a website; unauthorized human or non-human intervention in the operation of the Sweepstakes, including without limitation, any unauthorized tampering, hacking, theft, virus, bug, or worm. The failure of Sponsor and the Sweepstakes Parties to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities — outside of the control of the Sponsor and the Sweepstakes Parties (excepting compliance with applicable codes and regulations) — or other force majeure event will not be considered a breach of these Official Rules. Sponsor and Sweepstakes Parties are not responsible for any typographical errors in the announcement of any prize or these Official Rules. Sponsor and the Sweepstakes Parties are not responsible for any personal injury or property damage or losses of any kind that may be sustained to user's resulting from participation in the Sweepstakes or the receipt or use of any prize. By participating in the Sweepstakes, the entrant thereby releases Sponsor and the Sweepstakes Parties from any and all claims, damages or liabilities arising from or relating to such entrant's participation in the Sweepstakes. As a condition of entering, entrants (or their parent or legal guardian if an eligible minor) agree (and agree to confirm in writing): (a) to release Sponsor and Sweepstakes Parties from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or use or misuse of any prize; (b) under no circumstances will entrant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-ofpocket expenses; (c) all causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs.
- 10. PUBLICITY: Except in Tennessee, and where prohibited by law, by accepting a prize, winner (or winner's parent/legal guardian, if winner is an eligible minor) grants permission for Sponsor and those acting under its authority to use his/her name, and address (city and state), photograph, voice and/or likeness, for advertising and/or publicity purposes, in any and all media (including posting on Sponsor's website) now known or hereinafter invented without territorial or time limitations and without further notice to and without additional

compensation. If you are selected as a winner, your information will also be included in a publicly-available winners' list.

- **11. WINNERS' LIST:** For the names of the winners, please visit www.seasonofgivingandreceiving.com. Winners will be posted for approximately thirty (30) days after verification.
- 12. SPONSOR: Fiserv Solutions, LLC, 255 Fiserv Drive, Brookfield, WI 53045

THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY OR ASSOCIATED WITH EARLY WARNING SERVICES, LLC OR ZELLE. YOU UNDERSTAND THAT YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND NOT TO EARLY WARNING SERVICES OR ZELLE. ANY QUESTIONS, COMMENTS OR COMPLAINTS REGARDING THIS PROMOTION SHALL BE DIRECTED TO SPONSOR AND NOT TO EARLY WARNING SERVICES OR ZELLE. PAYMENTS ORIGINATED FROM THE ZELLE APP OR FROM A SITE OWNED AND OPERATED BY ANY FINANCIAL INSTITUTION THAT PARTNERS WITH ZELLE OTHER THAN SPONSOR ARE NOT ELIGIBLE ENTRIES FOR THIS PROMOTION.

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