

## WE PAY FOR YOUR HOLIDAY SWEEPSTAKES

### OFFICIAL RULES

Sponsored by American Bank, N.A. ("Sponsor")

**NO PURCHASE, PAYMENT OR TRANSACTION OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE, PAYMENT OR TRANSACTION WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**OPEN ONLY TO INDIVIDUALS WHO ARE LEGAL RESIDENTS OF, AND CURRENTLY RESIDING WITHIN, ONE OF THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA ("D.C.") AND ARE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY (19 YEARS OF AGE OR OLDER IF A RESIDENT OF ALABAMA OR NEBRASKA). VOID ELSEWHERE AND WHERE PROHIBITED. THIS SWEEPSTAKES IS GOVERNED BY APPLICABLE U.S. LAWS. DO NOT ENTER IF YOU ARE NOT LOCATED IN ONE OF THE 50 STATES OR D.C. AT TIME OF ENTRY.**

**1. SWEEPSTAKES PERIOD:** We Pay for Your Holiday Sweepstakes ("Sweepstakes") begins on November 19, 2023, at 12:00:00 a.m. Eastern Time ("ET") and ends on December 30, 2023, at 11:59:59 p.m. ET ("Sweepstakes Period"). **The Sweepstakes Period consists of six (6) separate Sweepstakes Entry Periods. See Rule 4 below for details.** The Sponsor's database clock will be the official timekeeping device for the Sweepstakes.

**2. ELIGIBILITY:** Sweepstakes is open only to legal residents of the 50 United States and D.C. who are 18 years of age or older at time of entry (19 or older if a resident of AL or NE). Employees, officers and directors of Sponsor, Promotion Activators Management, LLC ("Administrator"), their respective parent companies, affiliates, subsidiaries, distributors, suppliers and advertising and promotion agencies associated with the Sweepstakes, and members of the immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are NOT eligible to participate in the Sweepstakes. Non-eligibility or non-compliance with any of these Official Rules will result in disqualification. Sweepstakes is void outside of the 50 United States and D.C. and wherever prohibited by law. The Sweepstakes is subject to all applicable federal and state laws and regulations.

**3. HOW TO ENTER:** No purchase, payment, or transaction necessary to enter or win, and you do not need to be a client of American Bank, N.A. There are two (2) ways to enter the Sweepstakes during the Sweepstakes Period:

Entry Method 1: **Note: You must be an eligible American Bank personal accountholder and have an American Bank debit card to enter via this method. An eligible American Bank personal accountholder, for purposes of the Sweepstakes, is defined as an American Bank debit cardholder in good standing (as determined by Sponsor in its sole discretion) as of date of entry and prize award. To enter without making an American Bank debit card purchase, or without an eligible American Bank personal account, see Entry Method 2 below.** You will earn one (1) entry for each qualified point of sale purchase transaction (excludes ATM, cash back, and returns) made with your American Bank debit card (each a "Transaction") during the applicable Sweepstakes Entry Period (see Rule 4 below). Cards or card numbers that are stolen, fraudulent, tampered with, or otherwise altered are not eligible for entry.

Entry Method 2: You do not need to be a client of American Bank, N.A. nor do you have to make a purchase or Transaction to enter. To enter without making a purchase or Transaction, handprint your name, address, city, state, ZIP code, email address, date of birth, and phone number on a 3" X 5" piece of paper and mail it in a business-size (#10) envelope with proper postage affixed to: *We Pay For Your Holiday Sweepstakes*, P.O. Box 6000, Morton Grove, IL 60053 ("Mail-in Entry"). You will receive one (1) entry into the Sweepstakes that corresponds to the date on which your Mail-In Entry was postmarked and received. See Rule 4 for each of the six (6) Sweepstakes Entry Periods and postmarked and received deadlines. Each Mail-in Entry must be mailed separately. No mechanically reproduced, photocopied, illegible, or incomplete entries will be accepted, and all such entries will be void. Entries made by any means which subvert the entry process will be void. Incomplete or illegible entries will not be acknowledged and will not be included in a Sweepstakes drawing ("Sweepstakes Drawing"). All entries become the exclusive property of Sponsor and will not be returned or acknowledged except as provided herein.

In the event of a dispute as to who submitted an Entry Method 1 entry, the name of the authorized account holder associated with the American Bank debit card used in the Transaction will be deemed the entrant. Sponsor will not verify receipt of entries. Proof of submission of an entry does not constitute proof of receipt by Sponsor. Released Parties (defined in Rule 8, below) are not responsible for entries that are late, lost, illegible, damaged, postage-due, misdirected, garbled or incomplete, altered or otherwise irregular, that contain false information, that are generated by script, macro or other automated or mechanical means, that have been submitted through illicit means or by any means which subvert the entry process or that do not conform with or satisfy any or all of the conditions set out in the Official Rules. Use of any automated program or method to enter will result in disqualification of all associated entries.

**4. DRAWING SCHEDULE/ODDS OF WINNING:** To be eligible for a Sweepstakes Drawing, an eligible entry must be received (if the entry is made via a Transaction) or postmarked and received (if entry is submitted by mail) during the corresponding Sweepstakes Entry Period (see table below). Non-winning entries associated with one entry period will not be rolled over into subsequent Sweepstakes Entry Period Sweepstakes Drawings. Sweepstakes Drawings will be conducted by the Administrator whose decisions shall be final in all matters relating to each Sweepstakes. For each Sweepstakes Drawing, five (5) potential winners will be selected at random from among all eligible entries received for that Sweepstakes Entry Period by both entry methods combined. Odds of winning a Sweepstakes Prize depend on the total number of eligible entries received by both entry methods combined during the respective Sweepstakes Entry Period.

Sweepstakes Entry Period	<u>Transaction Entries</u>		<u>Mail Entries</u>		<u>Sweepstakes Drawing On or About:</u>
	Received From 12:00:00 a.m. ET	Received By 11:59:59 p.m. ET	Postmarked Between	Received By	
1	11/19/2023	11/25/2023	11/19/2023 and 11/25/2023	12/2/2023	12/4/2023
2	11/26/2023	12/2/2023	11/26/2023 and 12/2/2023	12/9/2023	12/11/2023
3	12/3/2023	12/9/2023	12/3/2023 and 12/9/2023	12/16/2023	12/18/2023
4	12/10/2023	12/16/2023	12/10/2023 and 12/16/2023	12/23/2023	12/26/2023
5	12/17/2023	12/23/2023	12/17/2023 and 12/23/2023	12/30/2023	1/2/2024
6	12/24/2023	12/30/2023	12/24/2023 and 12/30/2023	1/6/2024	1/8/2024

**5. PRIZES (30):** Each verified prize winner that entered by making a qualified Transaction, will receive a refund in the amount of the corresponding Transaction, up to \$1,000. If a Transaction amount associated with a winning entry is less than \$50, such winner will receive a refund of \$50. Refund will be made in the form of a credit to the American Bank account associated with the winning Transaction. If a verified prize winner entered by mail, such prize winner will receive \$1,000 awarded in the form of a check. Maximum value of each prize: \$1,000. Minimum value of each prize: \$50. Limit one (1) prize per person. Each winner is solely responsible for all federal, state, and local income taxes and other fees associated with prize receipt and use, regardless of whether prize is used in whole or in part. Winners of prizes valued at \$600 or more will receive an IRS Form 1099 for the total value of the prize received in January following prize award. Prize is awarded “as is” with no warranty or guarantee, either express or implied, by Sponsor. No transfer, assignment, or substitution of prize is permitted. All prize details are in Sponsor’s sole discretion. In no event shall Sponsor’s prize liability exceed the maximum prize value noted above for any reason. All prizes will be awarded provided they are claimed properly in accordance with these Official Rules. Prize will ship within 4-6 weeks of winner verification.

**6. WINNER NOTIFICATIONS/PRIZE AWARD/PUBLICITY CONSENT:** No entrant is deemed a winner until their eligibility has been verified and it is determined that they have complied with all terms of these Official Rules. Potential winners will be notified by U.S. mail, email and/or phone. At Sponsor's sole discretion, potential winners may be required to complete an Affidavit of Eligibility and Release of Liability and Publicity, which must be returned within ten (10) days of the date the notification was sent, or prize may be forfeited, and, at Sponsor's sole discretion, an alternate winner will be selected from all remaining eligible entries received. Winners will be issued their prize within approximately 2-4 weeks of verification of eligibility and compliance with these Official Rules. Sponsor is not responsible for any telecommunications issues or for change of mailing address or email address. If a prize or notification is returned as undeliverable, Sponsor is unable to contact a potential winner, or a potential winner is not in compliance with these Official Rules, as determined by Sponsor or Administrator, the applicable prize will be forfeited, and, at Sponsor's discretion, an alternate winner will be randomly selected from all remaining eligible entries. Sponsor will make up to three (3) attempts to award any given prize, and, if after three (3) attempts the prize remains unclaimed, the prize may not be awarded at the Sponsor's discretion. In no event will more than thirty (30) prizes be awarded. If, due to a production, technical, human, or other error, more than thirty (30) prize notifications are issued, the thirty (30) intended prizes will be awarded in a random drawing from among all valid recipients of such prize notifications. Acceptance of a prize will further constitute and signify winner's agreement and consent that Sponsor and/or Sponsor's assignees may use a winner's name, likeness, city, and state of residence, and/or prize information for promotional purposes in any media worldwide without limitation and without further notice or compensation, except wherever prohibited by law.

**7. GENERAL:** By participating, entrants agree to abide and be bound by these Official Rules and the decisions of the Administrator, which are final and binding in all matters. Entrants further agree to release, discharge and hold harmless Sponsor, Administrator, their respective parent companies, affiliates, subsidiaries, distributors, suppliers and advertising and promotion agencies associated with the Sweepstakes, and all other service agencies involved with the design, execution or fulfillment of this Sweepstakes, and the respective directors, officers, agents and employees of each of the foregoing (collectively, the "Released Parties") from and against any liability, claims, losses and damages of any kind, including death, to persons or property, arising out of, or relating to, their participation in this Sweepstakes, and the acceptance, use, misuse or possession of a prize (if applicable), including as set out in Rule 8, below. Entrants who Sponsor or Administrator determines have not complied with these Official Rules are subject to disqualification. Sponsor reserves the right, at its sole discretion, to disqualify any entrant from this Sweepstakes or any other promotion conducted now or in the future by Sponsor or any of its affiliates if Sponsor suspects or finds entrant to be: (a) violating the Official Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Sweepstakes; (c) acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person or (d) attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other entrants, Administrator, Sponsor or Sponsor's representatives. If Sponsor or Administrator suspects that an entrant has engaged in an unsportsmanlike or disruptive manner, the entrant will be contacted as soon as practicable. **ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW, AND TO BAN OR DISQUALIFY AN ENTRANT FROM THIS AND FUTURE SWEEPSTAKES.** All materials submitted become the property of Sponsor and will not be returned.

**8. LIMITATION OF LIABILITY:** Released Parties do not assume any responsibility for, and the entrant hereby releases and agrees to hold the Released Parties harmless from and against, any and all claims, actions, damages, demands and liabilities of whatever nature or kind arising out of, or in connection with, the entrant's participation or attempted participation in the Sweepstakes, including, without limitation, the administration of the Sweepstakes, the selection and confirmation of winners, and the arranging for, awarding of and use of the prizes. Without limiting the generality of the foregoing, the Released Parties are not responsible for: (i) the incorrect or inaccurate capture of entry information for any reason; (ii) late, lost, stolen, damaged, misdirected, garbled, postage-due, or incomplete entries, transmissions or transactions, entries that are altered or otherwise irregular, have been submitted through illicit means or do not conform with or satisfy any or all of the conditions of the Official Rules; (iii) any loss, damage, or claims caused by, or in any way related to, the awarded prizes or the Sweepstakes itself; (iv) failure of any operations or transmission of information during the Sweepstakes Period, including, without limitation, any problems whether caused by human,

production or technical errors; lost, delayed, garbled or corrupted data or transmissions; omissions, interruptions, deletions, defects or failures of any telephone or transmission lines; technical malfunctions of any computer on-line systems, servers, access providers, computer equipment, or software; failure of any e-mail or entry to be received on account of technical problems or traffic congestion on the Internet or at any website; or any combination thereof including, without limitation, any injury or damage to an entrant's or any other person's computer related to or resulting from participating in or downloading any material connected to the Sweepstakes, all of which may affect a person's ability to participate in the Sweepstakes; (v) any typographical or other error or omission in any printing or advertising relating to the Sweepstakes, in the administration or execution of the Sweepstakes, or in the announcement or notification of prize winners; (vi) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third party computer "hackers" or otherwise; (vii) any claims regarding the accepting, arranging for, awarding of or use of a prize; (viii) electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind; or (ix) cheating or fraud by any participant. Entry material/data that has been tampered with or altered is void. Sponsor reserves the right, at its sole discretion, to amend the Official Rules for clarification purposes, at any time, in any way, and without prior notice, without materially affecting the terms and conditions of the Sweepstakes. Without limiting the foregoing, if for any reason the Sweepstakes is not capable of running as originally planned, including should any virus, worm, bug, technical failures, unauthorized human intervention, or other causes corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes, Sponsor reserves the right to modify, terminate or suspend this Sweepstakes (or portion thereof). In the event of termination, Sponsor may conduct the random Sweepstakes Drawings from among all eligible, non-suspect Sweepstakes entries received through both entry methods combined up to date/time of such termination, or up to the date/time of the situation warranting such termination.

**9. BINDING ARBITRATION:** Any controversy or claim arising out of or relating to the Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Texas law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal (other than that such claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable, or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty (60) days after the demand for arbitration is made, unless further extended by mutual agreement of the parties.

**THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES. BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3)**

**UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONETARY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO RELEVANT PORTIONS OF THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.**

By entering, entrants agree that: (a) all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participants' rights and obligations, and the rights and obligations of the Sponsor in connection with the Sweepstakes, will be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules (whether of Texas or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than Texas; and (b) any matters or proceedings which are not subject to arbitration as set forth above in this Rule 9 of these Official Rules, and/or are related to entering any judgment on an arbitration award, shall take place in the State of Texas in Nueces County.

**10. WINNERS' NAMES:** For the winners' names (available after winners have been verified), send a self-addressed, stamped, business size (#10) envelope by March 7, 2024, to: We Pay for Your Holiday Winners, 5550 Touhy Ave, Suite L10, Skokie, IL 60077.

**11. PRIVACY POLICY/CONSENT TO USE PERSONAL INFORMATION:** Personal information collected on the Website is subject to the Sponsor's privacy policy (<https://www.americanbank.com/privacy>). By entering this Sweepstakes, you consent and agree to Sponsor's collection and use of your information for the administration of this Sweepstakes and for any purposes consistent with such privacy policy.

**12. RULES GOVERN:** In the event of any discrepancy or inconsistency between the Official Rules and disclosures or other statements contained in any Sweepstakes-related materials or made by any representative of Sponsor, these Official Rules shall prevail, govern, and control.

**13. SPONSOR:** American Bank, N.A., P.O. Box 6469 Corpus Christi, TX 78466-6469.

**14. ADMINISTRATOR :** Promotion Activators Management, LLC, 5550 Touhy Ave, Suite L10, Skokie, IL 60077.

#### **ABBREVIATED RULES – PRINT AND P.O.S.**

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