



## VISA® 2021 SAY YES! SWEEPSTAKES FOR ICBA BANCARD OFFICIAL RULES

1. **NO PURCHASE OR OBLIGATION NECESSARY TO ENTER OR WIN. NON-PURCHASE ENTRIES AND PURCHASE ENTRIES HAVE AN EQUAL CHANCE OF WINNING.**
2. **ELIGIBILITY:** The Visa 2021 Say Yes! Sweepstakes for ICBA Bancard (“**Sweepstakes**”) is open only to legal residents of the fifty (50) United States and District of Columbia who are 18 years of age or older as of April 1, 2021. Commercial card eligibility is subject to employer policies regarding sweepstakes participation. Void in Puerto Rico and where prohibited. Employees of Visa U.S.A. Inc. (“**Sponsor**”), Visa Inc., Visa International Service Association, Independent Community Bankers of America (“**ICBA**” or “**ICBA Bancard**”), and each of their respective parents, successors, affiliates, subsidiaries, trustees, and client financial institutions, prize suppliers, and advertising and promotion agencies, Don Jagoda Associates, Inc., and each of their respective agents, representatives, officers, directors, shareholders, and employees (collectively, the “**Releasees**”), and each of their immediate family members (spouse, parents, children, siblings, and their respective spouses, regardless of where they live) and individuals living in the same households of each of these individuals, whether related or not, are not eligible to enter or win. Sweepstakes is subject to all applicable federal, state, and local laws. The Sweepstakes is governed by U.S. law.
3. **SWEEPSTAKES TIMING/DESCRIPTION:** Begins at 12:00:00 AM Pacific Time (“**PT**”) on April 1, 2021, and ends at 11:59:59 PM PT on May 15, 2021 (“**Promotion Period**”). There will be one (1) Grand Prize winner, five (5) First Prize winners, and ten (10) Second Prize winners selected in a random drawing at the end of the Promotion Period from among all eligible entries received.
4. **TO ENTER:** There are two (2) ways to enter:
  - **AUTOMATIC ENTRY:** An eligible Visa cardholder with a community bank Visa consumer, business or commercial credit card issued by a participating ICBA Bancard financial institution will automatically receive one (1) Sweepstakes entry for each qualifying Visa purchase made during the Promotion Period at a participating merchant location in the United States. Only eligible Visa purchases or payments made with a community bank Visa consumer, business or commercial credit card that is not in default under the customer agreement for that account and issued by a participating ICBA Bancard financial institution in the U.S., processed through Visa U.S.A. Inc.'s transaction-processing system during the Promotion Period, are eligible for automatic entry. In the event of a dispute as to who submitted a particular cardholder entry, such entry will be deemed to be submitted by the primary person in whose name the card used to enter the Sweepstakes was issued. Account adjustment transactions/returns, cash advances, balance transfers, non-U.S.-dollar purchases, Interlink<sup>®</sup>-processed transactions, purchases authorized by entering a PIN (personal identification number), payment of late fees or over-limit fees, and Visa health and benefit cards are excluded from automatic entry. Other restrictions and exclusions may apply. Visa cards or card numbers that are stolen, fraudulent, tampered with, or otherwise altered are not eligible for automatic entry. Automatic entries must be made by May 15, 2021 in order to be eligible for the random drawing. For a list of participating ICBA Bancard financial institutions, send an email to ICBA Bancard at [Bancard@icba.org](mailto:Bancard@icba.org), with the words “Request for Participants List – Visa In-Branch Promotion” in the subject line.
  - **TO ENTER BY MAIL WITHOUT PURCHASE OR OBLIGATION:** Hand-print your complete name, street address, city, state, ZIP code, and daytime and evening telephone numbers (including area code), and a valid email address on a plain piece of 3" x 5" paper, and mail it in a business-size (#10) envelope with sufficient postage affixed, to: Visa 2021 Say Yes! Sweepstakes for ICBA Bancard, P.O. Box 7772, Melville, NY 11775-7772. Mailed entries must be postmarked between April 1, 2021 and May 15, 2021, and received by May 24, 2021, in order to be eligible for the random drawing. Enter as often as you wish; however, each mailed Entry will count as one (1) entry into the random drawing and must be



mailed in a separate, postmarked-and-stamped envelope. Entries that are mechanically reproduced, copied, illegible, incomplete, or inaccurate and entries by any means which subvert the entry process are void. Entries become the property of the Sponsor and will not be acknowledged or returned. Incomplete entries or entries not complying with these Official Rules are subject to disqualification, at the Sponsor's sole discretion. Proof of mailing does not constitute proof of delivery.

- 5. DETERMINATION OF WINNERS/WINNER NOTIFICATION:** One (1) potential Grand Prize winner, five (5) potential First Prize winners, and ten (10) potential Second Prize winners will be selected on or about June 7, 2021 from among all eligible automatic and mailed entries received during the Promotion Period. Random drawing will be conducted under the direction of Don Jagoda Associates, Inc. ("**Judge**"), an independent judging organization. Judges' and Sponsor's decisions are final and binding on matters relating to this Sweepstakes. Potential winners will be notified by overnight or U.S. Mail, and/or telephone/email/email link, within one (1) week of random drawing date. Potential Grand Prize winner will be required to verify their eligibility by digitally completing and securely signing and returning a Declaration of Compliance, Liability Waiver and Publicity Release where legal, and return within five (5) days of notification ("**Declaration**"). Potential First and Second Prize winners will be required to verify eligibility and confirm mailing addresses for purposes of prize fulfillment, within 5 days of receipt of request. Non-compliance within this time frame and/or with these Official Rules, Sponsor's inability to contact a potential winner within a reasonable time period, or a prize or a prize notification returned as undeliverable will result in such potential winner's disqualification and, at Sponsor's discretion, the prize may be awarded to a potential alternate winner.
- 6. ODDS:** Estimated odds of winning the Grand Prize are 1 in 7,874,264; estimated odds of winning a First Prize are 1 in 1,574,853; and estimated odds of winning a Second Prize are 1 in 787,426; however, the actual odds of winning depend upon the total number of eligible entries received during the Promotion Period.
- 7. PRIZES AND THEIR ACTUAL RETAIL VALUE ("ARV"):** One (1) Grand Prize: \$10,000 cash (awarded in the form of a check). Grand Prize will also include \$3,400 cash (awarded in the form of a check) that can be used toward the payment of income taxes associated with the Grand Prize. ARV of Grand Prize: \$13,400. Five (5) First Prizes: \$250 Visa Prepaid product. ARV of each First Prize: \$250. Ten (10) Second Prizes: \$50 Visa Prepaid product. ARV of each Second Prize: \$50. Total combined ARV of all prizes: \$15,150. No substitution, cash equivalent, or transfer of prizes permitted except at the sole discretion of the Sponsor, who reserves the right to substitute a prize with one of equal or greater value, except as otherwise provided herein. Any and all other costs and expenses associated with prize acceptance and use not specifically stated within these Official Rules as being provided, are the sole responsibility of the individual winners, including, without limitation, all federal, state, and local taxes. If a winner is at least 18 but still considered a minor in his/her jurisdiction of residence, prize may be awarded in the name of his/her parent or legal guardian, who will be responsible for fulfilling all requirements imposed on winner as set forth herein. All terms & conditions apply to Visa Prepaid products. Prize details are at Sponsor's sole discretion.
- 8. CONDITIONS OF PARTICIPATION:** By entering, entrants agree to be bound by these Official Rules, including all eligibility requirements and the decisions of the Sponsor and Judge, which are final and binding. By accepting a prize, each winner consents to the use of his/her name, image, likeness, photograph, voice, and biographical material for advertising, publicity, and promotional purposes by Sponsor, in any and all media now or hereafter devised, including but not limited to, any online announcements, worldwide in perpetuity, without additional compensation, notification, or permission, except where prohibited by law. Entrants release and hold harmless Releasees from any claims, actions, injury, loss, or damage of any kind, including but not limited to, personal injury or death, resulting, directly or indirectly, in whole or in part, from participating in this Sweepstakes or from the acceptance, possession, or use or misuse of any prize. This limitation of liability is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect, or consequential damages; loss of data, income or profit; loss or damage to property; and claims of third parties. Entrants agree that Releasees have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, statutory, express



or implied (including but not limited to, the implied warranties of merchantability, title, and fitness for a particular purpose), in fact or in law, relative to the Sweepstakes.

- 9. GENERAL:** Sponsor will collect information from the entrants solely for the purpose of the prize drawing and to notify winners. Sponsor will not share this information with any third party (except as necessary for the administration of the Sweepstakes), nor attempt to contact entrant, unless entrant has agreed to receive further information on Sponsor's products and promotions. Releasees are not responsible for lost, late, illegible, misdirected, inaccurate, incomplete, undelivered, damaged, delayed, garbled, postage-due, or stolen mail, entries, and transactions; for transactions that are lost, misdirected, or fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly; or for any other errors or problems of any kind, whether typographical, printing, mechanical, human, electronic, or otherwise, relating to or in connection with the Sweepstakes, including, without limitation, any error or problem that may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of prizes, a winner's inability to use a prize, or in any Sweepstakes-related materials. Entry materials that have been tampered with or altered are void. Sponsor reserves the right, in its sole discretion, to cancel or suspend part or all of this Sweepstakes at any time without notice and for any reason including, if in the Judge's opinion there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness, or integrity and proper play of the Sweepstakes. In the event of cancellation, Sponsor may void any entries it suspects are at issue and, at its discretion, if terminated, award the prizes in a random drawing from among all non-suspect, eligible entries received up to the date of cancellation. **Caution: Any attempt by an entrant or any other individual to damage or undermine the legitimate operation of the Sweepstakes may be in violation of criminal and civil laws and, should such an attempt be made, the Sponsor reserves the right to seek any and all remedies available from any such person to the fullest extent permitted by law, including criminal prosecution.** Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. Sponsor reserves the right to disqualify entrants who violate these Official Rules or interfere with this Sweepstakes in any manner.
- 10. TAXES:** Any valuation of the prizes stated above is based on available information provided to the Sponsor. The value of the prizes will be taxable to each applicable winner as income. Sponsor will issue the winner of the Grand Prize an IRS FORM 1099-MISC for the value of the Grand Prize as it is valued at \$600 or more. All federal, state and local taxes and any other costs and expenses associated with the acceptance and/or use of a prize not specifically provided for in these Official Rules are solely the responsibility of the applicable winners. Winners are solely responsible for reporting and paying any and all applicable taxes.
- 11. DISPUTES:** Except where prohibited, all issues/questions concerning the construction, validity, interpretation, and enforceability of these Official Rules or the Declaration, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California. Jurisdiction and venue shall be solely within the State of California.
- 12. FORCE MAJEURE:** In the event an insufficient number of eligible Entries are received to award the prizes and/or Sponsor is prevented from awarding the prizes or continuing with this Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state/provincial or local government law, order, regulation, or guideline, public health crisis or pandemic (e.g., Coronavirus), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then Sponsor shall have the right to modify, suspend, or terminate this Sweepstakes. If this Sweepstakes is terminated before the designated



end date, Sponsor will (if possible) select the potential winners in a random drawing from all eligible, non-suspect Entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.

**13. ARBITRATION:** Except where prohibited by law, as a condition of participating in this Sweepstakes, participant agrees that (i) any and all disputes and causes of action arising out of or connected with this Sweepstakes or prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the participant; (ii) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (iii) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

**14. WINNERS LIST:** For a list of winners, available after June 15, 2021, mail a self-addressed, stamped envelope by June 30, 2021, to: Visa 2021 Say Yes! Sweepstakes Winners, c/o Don Jagoda Associates, Inc., 100 Marcus Drive, Melville, NY 11747.

**15. SPONSOR & ADMINISTRATOR:** Sponsor: Visa U.S.A. Inc., P.O. Box 8999, San Francisco, CA 94128-8999. Administrator: Don Jagoda Associates, Inc., 100 Marcus Drive, Melville, NY 11747.

**CONSUMER DISCLOSURE: NO PURCHASE OR OBLIGATION NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.** No entrant has yet won. One (1) Grand Prize: \$10,000 cash (awarded in the form of a check). Grand Prize will also include \$3,400 cash (awarded in the form of a check) that can be used toward the payment of income taxes associated with the Grand Prize. ARV of Grand Prize: \$13,400. Five (5) First Prizes: \$250 Visa Prepaid product. ARV of each First Prize: \$250. Ten (10) Second Prizes: \$50 Visa Prepaid product. ARV of each Second Prize: \$50. Total combined ARV of all prizes: \$15,150. Automatic entries must be received by 11:59:59 PM PT 5/15/21 in order to be eligible. Mailed entries must be postmarked by 5/15/21 and received by 5/24/21, in order to be eligible. Estimated odds of winning the Grand Prize are 1 in 7,874,264; estimated odds of winning a First Prize are 1 in 1,574,853; and estimated odds of winning a Second Prize are 1 in 787,426; however, the actual odds of winning depend upon the total number of eligible entries received during the Promotion Period. Sweepstakes ends 11:59:59 PM PT 5/15/21. See Official Rules above for complete details. Sponsored solely by Visa U.S.A. Inc., P.O. Box 8999, San Francisco, CA 94128-8999.