

## Official Rules.

**No Purchase Necessary to Enter or Win. A Purchase Will Not Increase Your Chances of Winning. PIN-based Debit and International Transactions Not Eligible For Automatic Entry.**

**Entrants waive the ability to bring claims in a class action format.**

All entries, whether submitted by using a First National Bank Texas Debit Mastercard®, First Convenience Bank Debit Mastercard®, or Fort Hood National Bank Debit Mastercard® as described below or by mail, have an equal chance of winning.

**Eligibility:** First National Bank Texas Sweepstakes (“**Sweeps**”) is open only to individuals who are legal permanent U.S. residents (including D.C.) that are 18 years of age or older, or the legal age of majority in state of residence (which is eighteen (18) in most states, but is nineteen (19) in Alabama and Nebraska, and twenty-one (21) in Mississippi) before 6/1/19. Void in Guam, Puerto Rico and where prohibited by law. Employees, officers and directors of First National Bank Texas, First Convenience Bank and Fort Hood National Bank (collectively, “**Sponsor**”); Mastercard International Incorporated (“**Mastercard**”); teamDigital Promotions, Inc. (“**Administrator**”) and each of their respective parent companies, affiliates, distributors, subsidiaries, prize providers, advertising/promotion agencies and the immediate family (i.e., spouses, parents, children and siblings and their respective spouses) and/or those living in the same household of any of the foregoing are not eligible to enter or win this Sweeps. Sponsor, Mastercard, Administrator and each of their respective parent companies, affiliates, distributors, subsidiaries, prize providers and advertising/promotion agencies are each a “**Released Party**” and shall hereinafter collectively be referred to as the “**Released Parties**.”

**How to Enter:** Sweeps begins at 12:00:01AM Central Time (“**CT**”) on 6/1/19 and ends at 11:59:59PM CT on 8/31/19 (“**Promo Period**”). There are two (2) methods of entry:

(i) **Enter the Sweeps using your Mastercard** – you will automatically receive one (1) entry into the Sweeps each time you use your First National Bank Texas Debit Mastercard®, First Convenience Bank Debit Mastercard®, or Fort Hood National Bank Debit Mastercard® (collectively, “**Card**”) to make an eligible signature-based purchase transaction during the Promo Period. Purchase transactions involving account adjustment transactions/returns, PIN-based Debit and international transactions, late payment fees, over-limit or over-draft fees, return check fees, check re-order fees, ATM fees, cash advances or other transactions requiring a PIN for completion, monthly/annual fees, balance transfers and/or other fees assessed on your account are not eligible for automatic Sweeps entry. Entries from small business cards, corporate cards, international cards, unauthorized card use or those made with lost, stolen or fraudulent cards, or from transactions that require a PIN for completion (e.g., cash advances), are void. Only purchase transactions made with an eligible Card for an account that is in good standing (both at time of entry and selection) and issued by Sponsor to an identifiable cardholder (as set forth herein) and that are processed and submitted through Mastercard International Incorporated’s U.S. transaction processing system during the Promo Period are eligible for automatic entry; or (2) **Enter the Sweeps by mail without making a purchase** – to receive one (1) entry, hand print your name, complete mailing address, telephone number, date of birth and the words “First National Bank Texas Sweepstakes” on a plain 3” x 5” piece of paper and mailing it in a sealed, stamped and hand printed #10 envelope to: First National Bank Texas Sweepstakes, 211 Greenwood Ave. 2-2, Promo 522, Bethel, CT 06801. Enter as often as you wish by mail, but each entry must be mailed separately and postmarked by 9/3/19 and must be received by 9/10/19. There is no limit to the number of entries a consumer may receive during the Promo Period, regardless of entry method. No photocopied, computer generated facsimiles, mechanically reproduced, or mass entries permitted. All entries become property of Sponsor and will not be returned. Released Parties are not responsible for lost, incomplete, illegible, late, misdirected, stolen, postage-due, or mutilated entries or mail; any error, omission, interruption, defect or delay in transmission, 3<sup>rd</sup> party transaction classification, transaction processing, or communication; technical or mechanical malfunctions; failures or malfunctions of phones, phone lines, or telephone systems; errors in these Official Rules, in

any Sweeps-related advertisements or other materials; human-processing error; failures of electronic equipment, computer hardware or software; or inaccurate entry information, whether caused by equipment, programming used in this Sweeps, human error, or otherwise. Sponsor reserves the right, in its sole discretion, to void any and all entries of an entrant who Sponsor believes has attempted to tamper with or impair the administration, security, fairness or proper play of this Sweeps.

**Prizes: One (1) Grand Prize, five (5) First Prizes, and ten (10) Second Prizes will be awarded in this Sweeps.** Federal, state, and local taxes and all other expenses not specified herein are each winner's sole responsibility. The ARV of the prizes is based on available information provided to Sponsor and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner may be required to provide Sponsor with a valid social security number before the prizes will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of a winner for the actual value of the prizes received. Unclaimed prizes will be forfeited. Mastercard Gift Card restrictions apply to First and Second Prizes. Limit one (1) prize per person, immediate family member or household for this Sweeps.

**One (1) Grand Prize:** \$20,000 awarded in the form of a check. (Approximate Retail Value ("ARV") = \$20,000).

**Five (5) First Prizes:** One (1) \$500 Mastercard Gift Card (ARV = \$500).

**Ten (10) Second Prizes:** One (1) \$250 Mastercard Gift Card (ARV = \$250).

**TOTAL ARV OF ALL PRIZES: \$25,000**

**Selection of Winners:** Potential winners will be selected in a random drawing by Administrator, an independent judging organization whose decisions will be final and binding in all matters relating to this Sweeps, on or about 9/17/19 from among all eligible entries received. The potential winners will be notified by Administrator by telephone, email and/or mail (as selected by Administrator in its sole discretion). Subject to verification of eligibility and compliance with these Official Rules, the potential winners will be declared the official winners of the Sweeps. Prizes awarded to entries based on Card usage will be awarded to the primary cardmember on the account associated with the Card (as determined by Sponsor's account records). Odds of winning will depend on the total number of entries received.

**Privacy:** Your use of your Card to make a purchase during the Promo Period and/or your submission of a 3"x 5" mail-in entry constitutes your consent to participate in this Sweeps and your consent for Sponsor and Administrator to obtain, use and transfer your name, Card number, email and mail, phone number and other information for the purpose of administering this Sweeps, awarding the prize and to comply with applicable legal requirements. Any information entrant provides to Sponsor or Administrator may be used to communicate with entrant in relation to this Sweeps or on a Sweeps winner's list. For automatic entries through usage of the Card, Administrator may obtain the primary cardmember's personal contact information (name, email address, phone number) from Sponsor in order to award prizes.

Sponsor may elect to send email marketing communications to its cardholders or other email recipients in its database in connection with the Sweeps. You can, at any time & free of charge, choose not to receive any of those email communications by clicking on the unsubscribe link within the email. Opting out of receiving email communications from Sponsor will not preclude a consumer from winning.

Except where prohibited by law, acceptance of a prize constitutes each winner's irrevocable consent to Released Parties, and each of their respective agents', successors and assigns or other designee's use of winner's name, likeness, photograph, voice, statement, opinions, biographical information, prize and/or state/city of residence for advertising and promotional and publicity purposes in any

and all media or format, worldwide, in perpetuity, without any permission, notification, payment or consideration, except for the awarding of the prize(s) to the winner(s). You may be required to sign a document confirming your consent to this effect. For information regarding Sponsor's privacy practices, please visit <https://www.1stcb.com/fraudprevention/your-privacy>.

**Miscellaneous:** No transfer, assignment, cash redemption or substitution of a prize will be permitted, except by Sponsor, in its sole discretion, due to prize unavailability or other causes otherwise determined solely by Sponsor, and then for a prize of equal or greater value. Each winner may be required to notify Sponsor of prize acceptance by returning an executed and notarized Affidavit of Eligibility, Liability Release and (where legal) Publicity Release within three (3) days of issuance of notification or other time period determined by Sponsor in its sole discretion. Grand Prize winner will also be required to submit to a confidential background check to confirm eligibility and ensure the use of any such person in advertising, promotion or publicity, will not pose a security threat or bring Released Parties into public disrepute, contempt, scandal or ridicule or reflect unfavorably on Released Parties as determined by Sponsor in its sole discretion, and, in such event, the prize may be forfeited. Non-compliance with any of the foregoing may result in disqualification and awarding of prize to an alternate winner, if time permits. If any prize or prize notification letter is returned as undeliverable or the prize is declined for any reason, winner will be disqualified and, at Sponsor's sole discretion and time permitting, an alternate winner may be selected. Should a potential winner decide to decline his/her prize for any reason whatsoever or not respond to the prize notification by the applicable response deadline, Sponsor shall have no further obligation to that potential winner and an alternate winner may be randomly selected from among all remaining eligible Sweeps entries, if time permits. The Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email account to receive email messages. By participating, entrants agree to be bound by these Official Rules and agree that Released Parties and their designees and assigns and all of their respective officers, directors, employees, shareholders, representatives, agents, and the franchisees of any of them shall have no liability and entrant will defend, indemnify and hold harmless the Released Parties from and against any liability, loss, injury, or damage of any kind (including attorney's fees) to any person or entity, including, without limitation, personal injury, death or damage to personal or real property, due in whole or in part, directly or indirectly, by reason of: (i) entrant's participation/entry into the Sweeps, (ii) any materials he or she may submit in connection herewith, or (iii) the acceptance, possession, use or misuse of a prize or participation in any activities associated with the Sweeps or any prize awarded in connection herewith; (iv) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; and (v) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweeps activity and/or prize. The Released Parties are not responsible for the actions of entrants in connection with the Sweeps, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweeps. Sponsor reserves the right, in its sole discretion, to void any and all entries of an entrant who Sponsor believes has attempted to tamper with or impair the administration, security, fairness, or proper play of this Sweeps and to modify, suspend, and/or terminate this Sweeps (or portion thereof) should virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness or proper play of the Sweeps and, in the case of termination, at its discretion, select winners via a random drawing from all eligible, non-suspect entries received before the event that required such termination. In the event Sponsor or Administrator is prevented from continuing with the Sweeps by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Sweeps by any party, or any federal, state, or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's and/or

Administrator's control (each a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Sweeps or prize. Sponsor and Administrator additionally reserve the right, in their sole and absolute discretion: (a) to modify, suspend or terminate the Sweeps should causes beyond Sponsor's or Administrator's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Sweeps; or (b) to disqualify any entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Sweeps; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner. CAUTION: Any attempt to undermine the legitimate operation of this Sweeps is a violation of criminal and civil laws and should such an attempt be made, the Sponsor and the applicable Released Parties reserve the right to seek damages (including attorneys' fees) and/or other remedies from any such person(s) responsible for the attempt to the fullest extent permitted by law. Released Parties make no warranty, guaranty or representation of any kind concerning any prize (or any portion thereof), and disclaim any implied warranty. Without limiting the generality of the foregoing, entrants agree that the Released Parties: (a) maintain no control over the personnel, equipment or operation of any transportation company, hotel, manufacturer or other person or entity furnishing services, products or accommodations ("Suppliers") as a part of the prizes provided in connection with the Sweeps; and (b) will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (i) by the wrongful, negligent or unauthorized act or omission on the part of the Suppliers or any of their agents, servants, employees or independent contractors, (ii) by any defect in or failure of any vehicle, equipment, instrumentality, service or product that is owned, operated, furnished or otherwise used by any of those Suppliers, (iii) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties, and (iv) by any cause, condition or event whatsoever beyond the control of the Released Parties. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Except where prohibited by law, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweeps or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of New York. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweeps, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential, or incidental damages, including attorney's fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweeps-related materials, and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

**Winners' List:** For the winners' list, send a self-addressed, stamped envelope to be received by 11/29/19 to: First National Bank Texas Sweepstakes Winners' List, 211 Greenwood Ave. 2-2, Promo 522, Bethel, CT 06801.

Mastercard is a registered trademark, and the circles design is a trademark, of Mastercard International Incorporated.

The use of any non-Sponsor trademarks, service marks, logos, or other marks in connection with this Sweeps or any prize is not meant by Sponsor to imply the endorsement of the respective owner(s) of such marks, or any affiliation of the respective owner(s) of such marks with Sweeps advertisements or the Sweeps.

**Sponsor:** First National Bank Texas, 507 North Gray St, Killeen, TX 76541.

**Administrator:** teamDigital Promotions, Inc., 6 Berkshire Blvd, Bethel, CT 06801, [www.teamDigital.com](http://www.teamDigital.com).