SWEEPSTAKES OFFICIAL RULES

MidFirst Bank
“Ultimate Game Day Experience Sweepstakes”
Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT WILL NOT INCREASE OR IMPROVE YOUR ChANCES OF WINNING.

1. ELIGIBILITY. The “Ultimate Game Day Experience Sweepstakes” (the “Sweepstakes”) is only open to entrants who, as of the entry date, are permanent legal residents of Arizona who are at least eighteen (18) years old. The Sweepstakes is void outside the eligible Sweepstakes territory; and where prohibited or restricted by law. Employees, officers and directors of MidFirst Bank (“Sponsor”) and its parents, subsidiaries, affiliates (including, without limitation) divisions, advertising and promotion agencies, and the immediate families (defined as parents, spouses, children, siblings, grandparents, and their respective spouses) or members of the same household (whether related or not) of each such employee, officer and director, are not eligible to enter. The Sweepstakes, and any website pages and advertisements relating thereto, is intended for viewing only within the eligible sweepstakes territory, and entrants must be present in the eligible Sweepstakes territory at the time they enter.

2. TIMING. The Sweepstakes consists of two (2) Drawings (defined in Section 5) with two (2) entry periods, the “Football Entry Period” and the “Basketball and Shopping Spree Entry Period” defined below.

- For entry into the “Football Drawing”, entries must be received between 12:00 a.m. Central Time (“CT”), September 1, 2017 and 11:59 p.m. CT, October 31, 2017 (the “Football Entry Period”);
- For entry into the “Basketball and Shopping Spree Drawing”, entries must be received between 12:00 a.m. CT, September 1, 2017, and 11:59 p.m. CT, December 31, 2017 (the “Basketball and Shopping Spree Entry Period”).

Sponsor’s computer is the official timekeeping device for the Sweepstakes. Collectively, the Football Entry Period and the Basketball and Shopping Spree Entry Period are referred to herein as the “Entry Periods” or individually as an “Entry Period.”

3. HOW TO ENTER. There are two (2) ways to enter the Sweepstakes:

   a. ENTRY USING DEBIT CARD TRANSACTIONS. To enter using a MidFirst Bank debit card, entrants must register their MidFirst Bank debit card for either the Football Drawing or the Basketball and Shopping Spree Drawing and must use their registered debit card to make purchases during the applicable Entry Period. Each purchase that is posted during the applicable Entry Period (defined above) will earn one (1) entry into the Sweepstakes drawing of the entrant’s choice, subject to the limits on entry described below. To register a MidFirst Bank debit card, entrants must visit midfirst.com/upyourgameaz during the Entry Periods; complete the online debit card registration form; and submit it in accordance with the on-screen instructions. A debit card must be registered to be eligible for entries into the Sweepstakes. Each debit card may be registered for only one (1) Drawing. Each purchase made with a registered debit card will receive one (1) entry into entrant’s chosen Drawing, subject to the limits on entry described below. If at any time during the Sweepstakes Entry Period an entrant chooses to re-register a previously-registered MidFirst Bank debit card for a different Drawing, previous purchase-related entries will not be counted toward the new Drawing selection, and the entrant will no longer be registered for the originally selected Drawing. Only debit cards tied to consumer checking accounts are eligible for registration into the Sweepstakes. Debit cards tied to MidFirst Bank business accounts are not eligible for registration.

   b. ENTRY BY MAIL. To enter by mail, during the applicable Entry Period, entrants must hand print the following information on a 3 x 5 inch piece of paper and send it by United States mail in a sealed envelope no larger than 9 1/2” x 4 1/4” (a #10 envelope) with correct postage to “Ultimate Game Day Experience Sweepstakes - Entry,” c/o MidFirst Bank, PO Box 26750 Oklahoma City, OK 73118: full name, complete home
address, day and evening phone numbers, email address, age, and team experience of your choice. All mail entries must be received by Sponsor during the applicable Entry Period outlined in section two (2) “Timing.” No facsimiles, photocopied or mechanically reproduced entries are allowed. Use of any automated system to submit entries is prohibited and will result in disqualification. Each mail entry may be directed to only one (1) Drawing. If at any time during the Sweepstakes Entry Period an entrant enters into another Drawing, all previous entries will be forfeited and will not count toward the new Drawing selection, and the entrant will no longer be registered for the original Drawing.

**c. LIMITS AND CONDITIONS FOR ENTRY.** Entries in the Sweepstakes are limited to twenty (20) entries per person (regardless of method of entry) or address (physical or email). All entries, regardless of method of entry, must be received by Sponsor during the applicable Entry Period. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of mailing or online submission will not be deemed to be proof of receipt of entry by Sponsor. All entrants and entries are subject to verification prior to the awarding of a prize, as are the eligibility, age, and other claims of/information provided by a potential prize winner. Entrants will cooperate with Sponsor and its representatives in connection with any and all verification activities.

**4. AGREEMENT TO OFFICIAL RULES AND DECISIONS.** By participating in the Sweepstakes, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Sponsor (including, without limitation, decisions regarding eligibility of entries, the selection of entrants and the winner, and the awarding of the prize), which are final and binding in all respects.

**5. DRAWING, ODDS, & NOTIFICATION.** This Sweepstakes consists of two Drawings: the “Football Drawing,” which offers entrants the chance to win the Football Drawing Prize defined below and the “Basketball and Shopping Spree Drawing,” which offers entrants the chance to win the Basketball and Shopping Spree Prizes defined below. Immediately following the end of the applicable Entry Period (11/1/17 for the Football Entry Period and 1/2/18 for the Basketball and Shopping Spree Entry Period), Sponsor will randomly select a potential winner for each Prize from among all eligible entries received by Sponsor during the respective Entry Period for each Drawing through all methods of entry for a total of three (3) potential Sweepstakes winners. Odds of winning a prize depend on the number of eligible entries received by Sponsor in the Sweepstakes. The entrant selected must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. The potential winner will be notified by phone, mail, courier, and/or email. The potential winner will be required to execute and return to Sponsor a notarized Affidavit of Eligibility, a Liability Release, and, except where prohibited by law, a Publicity Release (an “Affidavit/Release”) in the form(s) provided by Sponsor in order to claim his/her prize. The Affidavit/Release must be returned to Sponsor by the date and/or time indicated within the Affidavit/Release. If the potential winner cannot be contacted within forty-eight (48) hours of the first attempt to contact him/her, or if the potential winner fails to return the Affidavit/Release within the specified time, or if any prize or prize notification is returned as undeliverable, or if the potential winner is found to be ineligible, or if the potential winner does not comply with the Official Rules, then the potential winner may be disqualified and an alternate winner selected by Sponsor in his/her place at random from among all eligible non-winning entries received by Sponsor for the Sweepstakes. In such event, an alternate potential prize winner will be notified as described above and will be required to return the required documents to Sponsor as described above; provided, however, Sponsor may alter the above timing to meet its Sweepstakes schedule and due to such schedule, Sponsor may be unable to award the prize in this Sweepstakes.

**6. PRIZE.** Subject to the terms and conditions of these Official Rules, three (3) different prizes packages will be awarded in this Sweepstakes (each a “prize”); one (1) prize will be awarded per prize selection. One (1) prize selection will be made in the Football Drawing, and two (2) prize selections will be made in the Basketball and Shopping Spree Drawing. The approximate retail value of each prize is:

- **a.** One (1) ASU Football experience valued at one thousand five hundred dollars ($1,500),
- **b.** One (1) ASU Basketball experience valued at one thousand dollars ($1,000),
- **c.** One (1) shopping spree valued at one thousand five hundred dollars ($1,500).

Prize package (a) and (b) shown above include a five hundred dollar ($500) Visa® Gift Card, four (4) tickets to attend the applicable football or basketball game at a date and time selected by Sponsor in its sole discretion, and other goods, services and/or experiences, the total of which are valued in the amounts described above. Prize
package (c) shown above includes three five hundred dollar ($500) Visa® Gift Cards for a total value of fifteen hundred dollars ($1,500).

Each prize is nontransferable, nonassignable, nonnegotiable, and not redeemable for cash or credit. Each prize must be accepted as awarded. Each prize is awarded “AS IS” with no warranty, representation, or guarantee, express or implied, in fact or in law, made by Sponsor or for which Sponsor shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. There will be no prize substitutions, except by Sponsor, who reserves the right (but has no obligation) to substitute a prize (or a component thereof) with another prize of equal or greater value (including cash) if the prize (or a component thereof) is not available for any reason as determined by Sponsor in its sole discretion. Unused components of each prize shall be forfeited and have no redeemable cash value. Each winner is solely and fully responsible for any and all costs, fees, taxes, assessments and expenses associated with each prize award, redemption, receipt and use, including, without limitation, all federal, state and local taxes on the prize. If applicable, each winner will be issued an IRS Form 1099 for the actual retail value of the prize. Winners waive the right to assert as a cost of winning a prize any and all costs of verification and redemption or travel to redeem the prize. Non-compliance with any of the foregoing and any other condition of this Sweepstakes may result in disqualification and forfeiture of prize, in which case, no consideration will be awarded. LIMIT: One (1) prize per person or address (physical or email) in this Sweepstakes.

7. PUBLICITY. Except where prohibited by law, participation in the Sweepstakes constitutes winner’s consent to Sponsor’s (and its designees’, successors’ and assigns’) use of winner’s name, biography, likeness, voice, photographs, video, opinions, statements, hometown, state and country for promotional purposes in any manner or media (including, without limitation, online), worldwide, in perpetuity, and without further payment, consideration, notice, review or consent.

8. GENERAL CONDITIONS. Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Sweepstakes if, in Sponsor’s opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond Sponsor’s reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes. In such event, Sponsor reserves the right (but does not have the obligation) in its sole discretion to award prizes at random from among eligible, non-suspect entries received up to the time of suspected impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person 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 and other remedies from any such person to the fullest extent permitted by law. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.

9. RELEASE. By entering, each entrant forever and irrevocably releases and holds harmless Sponsor and its parents, subsidiaries and affiliates, and their respective agents, advertising and promotion agencies, affiliates, Sweepstakes partners and prize suppliers, and all of their respective employees, officers, directors, shareholders and agents from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from entrant’s participation and/or entry in the Sweepstakes and/or entrant’s award, receipt or use of any prize awarded in the Sweepstakes.

10. LIMITATIONS OF LIABILITY. Sponsor is not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, ineligible, damaged, mutilated, altered, incomplete, misdirected or postage due entries or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or the Sweepstakes; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Sweepstakes or the processing of entries; or (f) any injury or damage to persons or property, including but not limited to entrant’s computer, which may be caused, directly or indirectly, in whole or in part...
part, from entrant’s participation in the Sweepstakes, or from viewing, playing or downloading any material from Sponsor’s website(s) regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to Sponsor’s websites by a hypertext link.

11. **DISPUTES.** Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in federal or state courts located in Oklahoma City, Oklahoma; entrant submits to sole and exclusive personal jurisdiction to said courts in the State of Oklahoma for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys’ fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or Sponsor in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Oklahoma, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Oklahoma, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Oklahoma.

12. **DATA COLLECTION.** Entrants provide personal information to Sponsor and its designees when they enter the Sweepstakes. Sponsor and its designees collect this information and use it to (a) administer this Sweepstakes and (b) for market research and for other marketing purposes. Sponsor and its designees may share this information with third parties who need access to this information to perform services on Sponsor’s behalf. Sponsor may also share this information with select marketing partners, who may use it to contact you with information and offers they believe will be of interest to you. For more information about the ways Sponsor uses and shares personal information collected online through its website, please see the Privacy Policy of Sponsor located at midfirst.com/Documents/PDF/Privacy_Policy.pdf. In the event of any conflict between the Privacy Policy and these Official Rules, these Official Rules shall govern.

13. **OFFICIAL RULES.** These Official Rules are available at midfirst.com/upyourgameaz at the Sweepstakes section of the website or by sending a self-addressed postage-stamped envelope to “Ultimate Game Day Experience Sweepstakes – Rules Request,” c/o MidFirst Bank PO Box 26750, Oklahoma City, OK 73118.

14. **WINNER'S LIST.** To request a list of the Sweepstakes winner, send a self-addressed postage-stamped envelope to “Ultimate Game Day Experience Sweepstakes - Winner List Request,” c/o MidFirst Bank PO Box 26750, Oklahoma City, OK 73118. Requests for winners during the Football Entry Period must be received by December 15, 2017; requests for winners during the Basketball and Shopping Spree Entry Period must be received by February 15, 2018.

15. **SPONSOR.** The sponsor of the Sweepstakes and the address at which the Sponsor may be contacted is MidFirst Bank PO Box 26750, Oklahoma City, OK 73118.