MidFirst Bank "2025 Retail Survey Giveaway" Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS GIVEAWAY.

- 1. ELIGIBILITY. The "2025 Retail Survey Giveaway" (the "Giveaway") is open to residents or part-time residents of Oklahoma or Arizona commensurate with an Entry Period. Entrants must be 18 years of age or older as of their date of entry in this promotion in order to qualify. The Giveaway is void outside Oklahoma and Arizona and where prohibited or restricted by law. Employees, officers and directors of MidFirst Bank ("Sponsor") and its parents, subsidiaries and 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 Giveaway, and any website pages and advertisements relating thereto, are intended for viewing only within the eligible giveaway territory, and entrants must be present in the eligible Giveaway territory at the time they enter.
- 2. TIMING AND PRIZE. There is one Entry Period for this Giveaway, as outlined in the table below, commencing at 8:00 a.m., Central Time on the first day of the Entry Period and ending at 11:59 p.m. Central Time on the last day of the Entry Period.

No.	Entry Period	Prize	Number	ARV
			Awarded	
1	July 28 - September 2, 2025	MidFirst Bank Gift Card	1	\$100

Sponsor's computer is the official timekeeping device for the Giveaway.

Subject to the terms and conditions of these Official Rules, **one prize** will be awarded in this Giveaway (the "prizes"), as outlined in the table above. The retail value ("ARV") of each prize is shown above.

Prize is nontransferable, nonassignable, nonnegotiable and not redeemable for cash or credit. Prize must be accepted as awarded. 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. 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. If a winner is a minor in his/her jurisdiction of primary residence, his/her prize may be awarded to the minor's parent or legal guardian who must assume all responsibilities of the prize winner. 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.

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. Each winner will be issued an IRS Form 1099 for the actual retail value of his/her respective prize to the extent required by applicable law.

- **3. HOW TO ENTER.** There are two (2) ways to enter the Giveaway:
 - a. **ENTER ONLINE:** To enter online, visit midfirst.com/checking-benefits-thank-you and enter your first name, last name, email address and phone number. Phone numbers are for contacting prizewinners only and will otherwise be discarded at the close of the promotion.
 - b. **ENTER BY MAIL:** To enter by mail, send your first and last name, email address and phone number to "2025 Retail Survey Giveaway" c/o MidFirst Bank, P.O. Box 26750, Oklahoma City, OK 73118. Mailed entries must be received by **08/21/2025**.
- 4. LIMITS AND CONDITIONS FOR ENTRY. Entries in the Giveaway are limited to one (1) entry per person. All duplicate entries will be discarded. All entries must be received by Sponsor during the applicable Entry Period. All entries will not be acknowledged. 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 prizewinner. Entrants will cooperate with Sponsor and its representatives in connection with any and all verification activities.

By participating in the Giveaway, entrants agree to receive communications from MidFirst Bank Marketing regarding new and existing products and services. Entrants may opt out of receiving these promotional emails by clicking the "Unsubscribe" button contained within an email or by sending an opt-out request to support2@midfirst.com. Opt-out requests will be completed within ten (10) business days.

- 5. AGREEMENT TO OFFICIAL RULES AND DECISIONS. By participating in the Giveaway, 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.
- DRAWING; ODDS; NOTIFICATION. Following the end of the Entry Period, Sponsor will 6. randomly select one (1) potential winner from among the entrants, from among all eligible entries received by Sponsor through all methods of entry for the applicable Entry Period. The odds of winning a prize depend on the number of eligible entries received by Sponsor during the Entry Period. 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 email and phone. 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. Sponsor will provide the winner with instructions for collecting their prize. If the potential winner cannot be contacted within twenty-four 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 will be selected by Sponsor in his/her place at random from among all eligible non-winning entries received by Sponsor for the Giveaway. In such event, an alternate potential prizewinner 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 Giveaway schedule, and due to such schedule, Sponsor may be unable to award the prize in this Giveaway.
- 7. **PUBLICITY.** Except where prohibited by law, participation in the Giveaway constitutes winner's consent to Sponsor's (and its designees', successors' and assigns') use of winner's name, biography, likeness, voice, photographs, video, hometown, state and country for advertising, promotional and publicity

purposes in any manner or media (including, without limitation, online, whether on Sponsor's own website, social media or otherwise), worldwide, in perpetuity, and without further payment, consideration, notice, review or consent. Participation in the Giveaway further constitutes the winner's consent to Sponsor's inclusion of the winner's name on the Winner List, as set forth in these Official Rules, and dissemination of the Winner List as contemplated by the Official Rules. By participating in the Giveaway, each winner waives any and all claims under applicable financial privacy laws based on the use of his or her identifying information and attributes as described in this Paragraph.

- 8. **GENERAL CONDITIONS.** Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Giveaway if, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Giveaway, 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 Giveaway. 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 Giveaway 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 Giveaway 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. Sponsor reserves the right to terminate this Giveaway for any reason.
- **9. RELEASE.** By entering, each entrant forever and irrevocably releases and holds harmless Sponsor and its parents, subsidiaries, affiliates and their respective agents, advertising and promotion agencies, affiliates, Giveaway partners, prize suppliers and prize venues 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 Giveaway and/or entrant's award, receipt or use of any prize awarded in the Giveaway.
- 10. LIMITATIONS OF LIABILITY. Sponsor is not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, 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 Giveaway; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Giveaway 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, from entrant's participation in the Giveaway, 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 Giveaway, 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 Giveaway, 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 Giveaway 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 may provide personal information to Sponsor and its designees when they enter the Giveaway. Sponsor and its designees collect this information and use it to (a) administer this Giveaway and (b) for market research and 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. In the event of any conflict between the MidFirst Bank Privacy Notice and these Official Rules, these Official Rules shall govern.

An entrant must be the rightful owner (or have authorized use) of the email address provided with their entry. Multiple entrants are not permitted to share the same email address. Sponsor assumes no liability for any loss or claim you may incur as the result of your use of your email account.

- 13. OFFICIAL RULES. These Official Rules are available at midfirst.com/checking-benefits-thank-you or by sending a self-addressed postage-stamped envelope to "2025 Retail Survey Giveaway Rules Request," c/o MidFirst Bank, P.O. Box 26750, Oklahoma City, OK 73118.
- **14. WINNER LIST.** To request the name of the Giveaway/Contest winners, send a self-addressed postage-stamped envelope to "**2025 Retail Survey Giveaway Winner List Request**," c/o MidFirst Bank, P.O. Box 26750, Oklahoma City, OK 73118. Requests must be received by **10/31/2025**.