

## The First National Bank Texas Tax Return Direct Deposit Sweepstakes Official Rules

**No Purchase or Direct Deposit Necessary to Enter or Win.**

**Purchasing or Direct Deposit Will Not Increase Your Odds of Winning.**

**All entries, whether submitted by using a consumer 2019 IRS Federal Tax Refund direct deposit or by mail as described below have an equal chance of winning.**

**Eligibility:** The First National Bank Texas Tax Return Direct Deposit Sweepstakes (hereafter, "Sweepstakes") 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 12/1/19 ("Entrants"). Employees, officers and directors of First National Bank Texas, First Convenience Bank and Fort Hood National Bank (collectively, "**Sponsor**"), teamDigital Promotions, Inc. ("teamDigital") and each of their respective parent companies, affiliates, distributors, subsidiaries, advertising/promotion agencies or successors and assigns (hereafter collectively, "Released Parties"), and each such individual's immediate family members (mother, father, sister, brother, child, husband, wife and their respective spouses, regardless of where they reside) and those living in their same households, whether or not related, are not eligible to participate or win. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void where prohibited by law or regulation.

**Sweepstakes Period:** Sweepstakes begins at 12:00:00 AM Eastern Time ("ET") on 12/1/19 and ends at 11:59:59 PM ET on 4/30/20 ("Sweepstakes Period").

**How to Enter:** There are two (2) ways to enter the Sweepstakes during the Sweepstakes Period.

1) Automatically receive one (1) entry in the Sweepstakes, when you have your 2019 IRS Federal Tax Refund direct deposited ("direct deposit") to your primary First National Bank Texas Checking Account or First Convenience Bank Checking Account during the Sweepstakes Period. Only direct deposits made to a consumer checking account titled "Individual" or "Joint", that is in good standing (both at the time of entry and winner selection) are eligible for automatic entry. A qualifying direct deposit of a 2019 IRS Federal Tax Refund is dependent upon the date on which the qualifying direct deposit has been posted to the respective account. In order to qualify as an entry, the eligible direct deposit of a 2019 IRS Federal Tax Refund direct deposit must be posted to the respective account by 11:59 PM ET on 4/30/20. A direct deposit of a 2019 IRS Federal Tax Refund direct deposit posted to the respective checking account after 11:59 PM ET on 4/30/20 will not be considered an entry; or,

2) To receive one (1) entry without making a qualifying direct deposit or having a First National Bank Texas Checking Account or First Convenience Bank Checking Account, hand print your complete name, complete mailing address, telephone number (including area code), date of birth, and the words "First National Bank Texas Tax Return Direct Deposit Sweepstakes" on a plain 3"x 5" piece of paper and mail it in a sealed, stamped and hand printed #10 envelope for receipt by 5/8/20 to First National Bank Texas Tax Return Direct Deposit Sweepstakes, 211 Greenwood Ave. 2-2, Promo 539, Bethel, CT 06801.

**There is no limit to the number of valid entries an eligible entrant may receive from either entry method during the Sweepstakes Period, however, for the mail-in method of entry, each entry must be mailed separately.** No photocopied, computer-generated facsimiles mechanically reproduced, or mass entries permitted. Your direct deposit or 3" x 5" mail-in entry constitutes your consent to participate in this Sweepstakes and your consent for Sponsor to obtain, use, and transfer your name, address and other information for the purpose of administering this Sweepstakes. 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, direct deposit transactions, entries or mail; delays or errors in posting direct deposits, theft, destruction or unauthorized access to, or alteration of, entries, direct deposits or mail,

or any error, omission, interruption, defect or delay in transmission, transaction or direct deposit processing, or communication; traffic congestion on the Internet or any technical problem, including but not limited to any injury or damage to entrant's or any other person's computer related to or resulting from Sweepstakes participation; technical or mechanical malfunctions; failures or malfunctions of phones, phone lines, or telephone systems; interrupted or unavailable network, server or other connections; errors or omissions in these Official Rules, in any Sweepstakes-related advertisements or other materials; and any other errors or problems in connection with this Sweepstakes, including, without limitation, errors or problems in connection with the administration of the Sweepstakes, the processing of entries or direct deposit transactions, in the selection or announcement of winners or in awarding of the prize; human-processing error; failures of electronic equipment, computer hardware or software; or inaccurate entry information, whether caused by equipment, programming used in this Sweepstakes, 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 Sweepstakes. Sponsor reserves the right, in its sole discretion, to modify, suspend, and/or terminate this Sweepstakes (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 Sweepstakes and, in the case of termination, at its discretion, select the winners from all eligible, non-suspect entries received prior to the event that required such termination. By entering this Sweepstakes, each entrant gives their express permission to be contacted by the Sponsor and/or Administrator by email, telephone, overnight delivery and/or mail for Sweepstakes purposes only.

**Winner Selection/Odds of Winning:** The potential Grand Prize winner will be selected in a random drawing from among all eligible entries received on or about 5/15/20. Winner will be notified by email, mail, and/or telephone. Odds of winning will depend on the total number of eligible entries received during the entire Sweepstakes Period. Drawing will be conducted by teamDigital, an independent judging organization whose decisions will be final and binding in all matters relating to this Sweepstakes. In the event an automatic direct deposit winning entry is selected as a potential winner, prize will be awarded to the primary account holder named on the First National Bank Texas or First Convenience Bank consumer checking account (as determined by First National Bank Texas or First Convenience's account records).

**Prize: One (1) Grand Prize:** The Grand Prize winner will receive a 2020 Hyundai Veloster N with a Manufacturer's Suggested Retail Price ("MSRP") of \$27,400 ("Prize Vehicle"). All Prize Vehicle details, including model, color, and options, will be determined solely by Sponsor in its sole discretion. The depiction of the Prize Vehicle in any advertising or promotional materials may not reflect the actual Prize Vehicle delivered to the Grand Prize Winner. Sponsor will determine all features of Prize Vehicle, including, but not limited to, color of exterior and interior, and all other features or upgrades will be allowed only if permitted by delivery dealer and paid for by Grand Prize Winner. All costs and expenses related to prize acceptance and use not specified herein as being awarded are the responsibility of winner. Grand Prize Winner must be a U.S. licensed driver and will be required to provide proof of valid U.S. driver's license and legally-required insurance at time of delivery (or an alternative winner shall be selected if applicable and the original Grand Prize Winner's rights to the Prize Vehicle shall be automatically forfeited). Grand Prize Winner is responsible for title, applicable taxes, license, registration, dealer preparation costs, auto insurance and other fees associated with Prize Vehicle. Sponsor shall not have any responsibility or liability whatsoever for any property loss, damage, personal injury, or death, in connection with the Prize Vehicle provided pursuant to the Sweepstakes and/or any person's participation in the Sweepstakes; provided, however, that Prize Vehicle manufacturer shall be solely responsible for any express-written limited warranties specifically set forth in the applicable Owner's Guide for the Prize Vehicle. Winner must take delivery of Prize Vehicle from the automobile dealership designated by Sponsor. Sponsor shall not be responsible for delays in delivery of the Prize Vehicle, and delivery is subject to availability. Sponsor, however, shall use all reasonable efforts, subject to availability, to deliver the Prize Vehicle within one hundred twenty (120) days of completion of verification process. The Grand Prize Winner shall bear all risk of loss or damage

to the Prize Vehicle after it has been delivered to the specified delivery site. The Grand Prize Winner must personally retrieve the Prize Vehicle within thirty (30) days of written notification of delivery. EXCEPT AS STATED IN THE MANUFACTURER'S LIMITED WARRANTY FOR THE VEHICLE, THE RELEASED PARTIES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OR ENJOYMENT OF THE VEHICLE, INCLUDING, WITHOUT LIMITATION, THEIR QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Grand Prize Winner acknowledges and agrees that installations or alterations to the vehicle's original equipment or chassis as distributed by Prize Vehicle manufacturer may void the Prize Vehicle manufacturer New Vehicle Limited Warranty. Winner will receive an IRS Form 1099 from the Sponsor for the total ARV of prize won in the calendar year in which the prize was won. Federal, state, and local taxes and all other expenses not specified herein are winners' sole responsibility.

**Privacy:** Direct deposit into your respective First National Bank Texas or First Convenience checking account during the Sweepstakes Period and/or your submission of a 3"x 5" mail-in entry constitutes your consent to participate in this Sweepstakes and your consent for Sponsor and Administrator to obtain, use and transfer your name, email, mailing address, phone number and other information for the purpose of administering this Sweepstakes, 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 Sweepstakes or on a Sweepstakes winner's list.

Sponsor may elect to send email marketing communications to its Checking Account holders or other email recipients in its database in connection with the Sweepstakes. 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 to the winner. 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:** Except as provided herein, no transfer, assignment, or substitution of a prize except by Sponsor at its sole discretion due to causes otherwise determined solely by Sponsor, and then for a prize of equal or greater value. The winner will 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 seven (7) days of issuance of notification or other time period determined by Sponsor in its sole discretion. Sponsor reserves the right to conduct a background check of the winner and entry in the Sweepstakes constitutes entrant's permission for Sponsor to conduct such background check, provided that, to the extent additional authorization is necessary under law, entrants shall authorize such check. Sponsor reserves the right (at its sole discretion) to disqualify any entrant based on the results of the background check or failure of the entrant to properly authorize such check. Noncompliance with the foregoing or with these Official Rules, any notification or prize being returned as non-deliverable, or Sponsor's inability to contact any potential winner within a reasonable time period may result in disqualification and, at Sponsor's sole discretion and time permitting, an alternate winner being selected for the applicable prize. 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 for the applicable prize may be selected from among all remaining eligible Sweepstakes entries. 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 and agents shall have no liability and will be held harmless for any liability, loss, injury or death to entrant or any other person, including, without limitation, damage to personal or real property, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of a prize or participation in this Sweepstakes. **CAUTION:** Any attempt to deliberately damage any website associated with this Sweepstakes or undermine the legitimate operation of this Sweepstakes 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 any and all remedies available from any such person(s) responsible for the attempt to the fullest extent permitted by law.

**Arbitration:** Except where prohibited by law, as a condition of participating in this Sweepstakes, entrant agrees that 1) any and all disputes and causes of action arising out of or connected with this Sweepstakes, or the prize 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 entrant; 2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and 3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with participating in this Sweepstakes), and entrant further waives all rights to have damages multiplied or increased.

**Choice of Law:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the State of Texas, USA.

**Winner List:** For the Grand Prize Winner's name, visit: [winners.teamdigital.com/FNBTTaxDeposit](http://winners.teamdigital.com/FNBTTaxDeposit) no later than 6/30/20.

**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).

The use of any non-Sponsor trademarks, service marks, logos, or other marks in connection with this Sweepstakes 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 Sweepstakes advertisements or the Sweepstakes.