



## Debit and Win It Sweepstakes Official Rules

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** Debit and Win It Sweepstakes (the "Sweepstakes") is open only to Planters First Bank Discover® Debit cardholders as of 11/1/22 who are legal residents of the fifty (50) United States and the District of Columbia and at least eighteen (18) years old at the time of entry. Employees of Planters First Bank, PULSE Network LLC, an Affiliate of DFS Services LLC, and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules. Sponsor's decisions are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** Planters First Bank: 910 Greer Street, Cordele, GA 31015.

**3. Timing:** The Sweepstakes begins on 11/1/22 at 12:00 a.m. Eastern Time ("ET"), ends on 11/30/22 at 11:59 p.m. ET (the "Promotion Period"). Sponsor's servers are the official time-keeping device for the Sweepstakes.

**4. How to Enter:** There are two (2) methods of entry:

- a. **Complete Transactions with your Planters First Bank Discover® debit card:** During the Promotion Period, use your Planters First Bank Discover debit card to complete a card PIN or signature-based purchase ("Transaction") and you will automatically receive one (1) entry into the Sweepstakes drawing (see Opt-Out process below if you don't want to be included in the Sweepstakes).

**OPT OUT PROCESS:** If you use your debit card during the Promotion Period, but would like to opt-out of the Sweepstakes, send an email to [info@bankplanters.com](mailto:info@bankplanters.com) with your opt-out request no later than 11/30/22. Please include "Opt-Out Request" in the subject line and the name and email address associated with your account in your email request. You will be opted out of the prize drawing by sending one email request.

- b. **Mail-In Method:** To enter without making a payment with Sponsor's debit card, hand print your name, address, day and evening phone numbers, email address, and date of birth on a 3" x 5" piece of paper and mail it in an envelope with proper postage to "Debit and Win it," c/o Planters

First Bank: 910 Greer Street, Cordele, GA 31015. You will receive one (1) entry into the Sweepstakes drawing for each envelope you mail-in. All mail-in entries must be handwritten and must be postmarked by 11/30/22 and received by 12/7/22. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being an authorized account holder.

**5. Prize Drawing:** Sponsor's decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Sponsor will randomly select the potential Sweepstakes winner from all eligible entries received during the Promotion Period, on or around 12/12/22. The potential winners will be notified by email (and possibly by phone). The potential winner (parent or legal guardian where winner is a minor in their state of residence) must sign and return an IRS Form W-9 within ten (10) days of the date notice or attempted notice is sent to claim the prize. By accepting this prize, you are consenting to receive an IRS Form 1099 MISC reflecting the value of the prize. If a potential winner of the prize cannot be contacted, fails to confirm acceptance of the prize and provide any requested information within the required time period, or the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason, Sponsor will award the prize to an alternate winner by random drawing from among all remaining eligible entries received. Only three (3) alternate drawings will be held time permitting, after which the prize will remain un-awarded. Prize will be fulfilled within approximately 8-10 weeks after the conclusion of the Sweepstakes.. .

**6. Prize: ONE (1) GRAND PRIZE:** \$5,000 deposited into the winner's Planters First Bank checking account

Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a/the prize depend on the number of eligible entries received during the Promotion Period. Limit: one (1) prize per person.

**7. Release:** By receipt of any prize, winners agree to release and hold harmless Sponsor, PULSE Network LLC, an Affiliate of DFS Services LLC, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

**8. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of

discontinuance and may modify the prizes offered herein. 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 the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages 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.

**9. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**10. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) 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 (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, 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 Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

**11. Entrant's Personal Information:** Information collected from entrants is subject to Sponsor's Privacy Policy <https://bankplanters.com/pfb-privacy-policy>

**12. Winner List:** A list of names of the winners can be obtained by sending a self-addressed, stamped envelope to:

Planters First Bank  
c/o Debit and Win It  
910 Greer Street  
Cordele, GA 31015

Requests for a list of winners must be received by 2/1/23.

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